

Number	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 conflict with the evidence and this statement	
2	Realtor Andy Lord	28:19 it was partially framed up. The foundation was in that was it really not much else was there.		
3	Attorney Monteleone	22:03 who was Mr. Rinaldi's agent,		
4	Realtor Andy Lord	22:06 Matt Dibiase,		
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 manipulate and pressure the Defendant. Matt breached his fiduciary duty by writing an affidavit in support of the Plaintiffs.	
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?		
8	Realtor Andy Lord	22:22 Yes.		
9	Attorney Monteleone	27:53 Now, what is it that the summary in Exhibit one showing you. What did you glean from your review and exhibit one?		
10	Realtor Andy Lord	<b>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.</b>		
11	Attorney Monteleone	28:14 What was the status of this project when you learned about it,		
12	Realtor Andy Lord	28:19 it was partially framed up. The foundation was in that was it really not much else was there.		
13	Attorney Monteleone	29:00 No, you inquired. Did you inquire about what the asking price was based upon the changes that Mr Rinaldi was making?		
14	Realtor Andy Lord	29:13 Yes, I did.		
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 highest standard possible.	
16	Realtor Andy Lord	29:20 It was going to be \$385,000		
17	Attorney Monteleone	30:15 was, did you did what Mr Rinaldi described? Was that different than what you saw Mr. Rinaldi was was building at the time?		
18	Realtor Andy Lord	30:23 No, it appeared to be accurate as to what he was building.	No difference at that lint	
19	Attorney Monteleone	30:26 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?		
20	Realtor Andy Lord	30:36 Yes		
21	Attorney Monteleone	30:36 .What were those features?		
22	Realtor Andy Lord	30:38 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		
23	Attorney Monteleone	30:47 So in other words, in the original build design, those features weren't, weren't part of it		
24	Realtor Andy Lord	30:54 correct.		
25	Attorney Monteleone	31:01 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		
26	Realtor Andy Lord	31:12 Yes.		
27	Attorney Monteleone	31:13 And what did that include?		
28	Realtor Andy Lord	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 going to look like, we did have a very in depth conversation about it,		
29	Attorney Monteleone	31:33 all right? And how did he, how did he describe that, that room above the garage		
30	Realtor Andy Lord	31:44 that was going to be the fourth bedroom.		
31	Attorney Monteleone	31:46 But was there kind of a particular phrasing that he used to describe that space?		
32	Realtor Andy Lord	31:52 I think we talked about we used the phrase bonus room.		
33	Attorney Monteleone	32:56 what was it? What was it presented as		
34	Realtor Andy Lord	32:58 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.		
35	Attorney Monteleone	33:10 And was that consistent with the observations that you, that you had at the site when you were there seeing it?		
36	Realtor Andy Lord	33:16 Yes.		
37	Attorney Monteleone	33:20 So I'd like to turn and discuss the process of actually going under contract.		
38	Realtor Andy Lord	33:25 Okay.		
39	Attorney Monteleone	33:26 Now, did you who prepared the contract offer		
40	Realtor Andy Lord	33:29 I did, and		
41	Attorney Monteleone	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?	
43	Attorney Monteleone	33:39 and what was your understanding about what completed house Mr. Pierce was buying		
44	Realtor Andy Lord	33:47 my understanding, it was going to look just like exhibit one.	But chose to not ask anyone to change anything and chose not to include an addendum. Make it make sense?	
45	Attorney Monteleone	33:51 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?		
46	Realtor Andy Lord	34:00 No.	This lie is comical considering the spec sheet included in the signed contract was "something different" than what was outlined in exhibit 1	
47	Attorney Monteleone	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 different"	
48	Realtor Andy Lord	34:12 No.		
49	Attorney Monteleone	34:18 Now if I can refer you to exhibit two. What is exhibit two?		
50	Realtor Andy Lord	34:28 It's the executed purchase and sale agreement		
51	Attorney Monteleone	34:30 is, is this? The version? Is this? Essentially the the the executed version of what you, the offer you prepared,		
52	Realtor Andy Lord	34:40 yes, it is.		
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 MLS but here he admits it's expired. He also testified that he worked in the same office as Matt so he could	
54	Realtor Andy Lord	35:41 the listing was expired.		
55	Attorney Monteleone	35:44 Was there? Did you have access to different versions of this spec sheet?		
56	Realtor Andy Lord	35:52 Yes,		
57	Attorney Monteleone	35:54 at the time you put in your offer?		
58	Realtor Andy Lord	35:56 No, this was the only one at a time of the offer.		
59	Attorney Monteleone	35:58 What was your understanding about why there was only one spec sheet at that state of progress in Mr. Rinaldi's build		
60	Realtor Andy Lord	36:06 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		
61	Attorney Monteleone	36:17 for what was your understanding about how, how that would be addressed as the project went forward,		
62	Realtor Andy Lord	36:33 in what way		
63	Attorney Monteleone	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 under construction,		
64	Realtor Andy Lord	36:47 yeah, we had requested an updated scope of work.		
65	Attorney Monteleone	36:52 And in your experience, is that someone is that a common, a common practice in new home construction sales		
66	Realtor Andy Lord	36:59 Yes		
67	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		
68	Realtor Andy Lord	37:10 \$385,000		
69	Attorney Monteleone	37:12 And how did you determine? How did you and Mr. Pierce determine that \$385,000 was, was the price to offer?		
70	Realtor Andy Lord	37:20 That's what was communicated to us, that the build was going to be since it change from the original MLS listing.		
71	Attorney Monteleone	37:28 And when was that? When was the offer presented?		
72	Realtor Andy Lord	37:42 August. 18, 2020 I'm sorry, August 15, 2020		
73	Attorney Monteleone	37:46 and did, did Mr. Rinaldi accept that offer?		
74	Realtor Andy Lord	37:49 He did.		
75	Attorney Monteleone	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,		
76	Realtor Andy Lord	38:28 yes, it is	Andy just finished testifying that the spec sheet wasn't accurate?	
77	Attorney Monteleone	38:40 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.		
78	Realtor Andy Lord	39:01 No.	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.	
79	Attorney Monteleone	40:26 Now, how did the corrected spec sheet come to be?		
80	Realtor Andy Lord	40:31 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,		
81	Attorney Monteleone	40:39 so I can turn you to exhibit three. What is exhibit three?		
82	Realtor Andy Lord	40:52 It's an email from Matt Dibiase with the updated spec sheet.		

83	Attorney Monteleone	40:57 Okay, and I Okay, what did you do from exhibit three as to the source of the correct spec		
84	Realtor Andy Lord	41:10 says it came from Mr. Rinaldi's email.		
85	Attorney Monteleone	41:13 And what day? What day was that?		
86	Realtor Andy Lord	41:16 September 13, 2020,		
87	Attorney Monteleone	43:34 Why was there? Why was an appraisal happening at this stage, this early stage of proceeding in September of 2020,		
88	Realtor Andy Lord	43:42 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.		
89	Attorney Monteleone	43:53 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	
90	Realtor Andy Lord	44:04 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.		
91	Attorney Monteleone	44:18 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?		
92	Realtor Andy Lord	44:30 Yes.		
93	Attorney Monteleone	44:43 Now, when you received the correct spec sheet in Exhibit three, what did you do with it?		
94	Realtor Andy Lord	44:50 I provided the real estate appraiser.		
95	Attorney Monteleone	44:53 Did you? Did you provide it to your clients?		
96	Realtor Andy Lord	44:56 I did		
97	Attorney Monteleone	44:57 and and what happened with that?		
98	Realtor Andy Lord	44:59 I asked them to sign it		
99	Attorney Monteleone	45:01 Why is that?		
100	Realtor Andy Lord	45:03 Because anything we process through the transaction, we want to acknowledgement on that they've reviewed it		
101	Attorney Monteleone	45:11 and did, did, Drew and Janice, as the buyers, in fact, approve the correct spec sheet		
102	Realtor Andy Lord	45:20 they did.		
103	Attorney Monteleone	45:21 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,		
104	Realtor Andy Lord	45:35 because they electronically initialed the spec sheet		
105	Attorney Monteleone	45:37 and where. Where is that at?		
106	Realtor Andy Lord	45:39 It's on the last page on the bottom.,		
107	Attorney Monteleone	45:45 now there's a number of blank pages that follow that. What are those blank pages?		
108	Realtor Andy Lord	45:53 I don't know what those are.		
109	Attorney Monteleone	45:55 Were those part of the original document that you received from from Mr. Rinaldi's agent?		
110	Realtor Andy Lord	45:58 Yes.		
111	Attorney Monteleone	46:00 Is that why they appear as in this executed version of of the confirmed, actually,		
112	Realtor Andy Lord	46:08 yes,		
113	Attorney Monteleone	46:09 the corrective actually, excuse me, When was it that that that drew and janice signed the correct spec sheet.		
114	Realtor Andy Lord	46:27 September 14, 2020,		
115	Attorney Monteleone	53:54 Now, did the contract require drew to provide confirmation of his of his loan application.		
116	Realtor Andy Lord	54:03 Yes.		
117	Attorney Monteleone	54:04 Is that a common term of a financing contingency in a real estate contract?		
118	Realtor Andy Lord	54:08 Yes, it is.		
119	Attorney Monteleone	54:10 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 omitted it from the trial evidence because it didn't meet the requirements set out in the financing contingency	
120	Realtor Andy Lord	54:18 This is the made application letter from the lender, right?		
121	Attorney Monteleone	54:22 And how? How do you know this is from the lender.		
122	Realtor Andy Lord	54:26 It was email from Sarah McDonald.		
123	Attorney Monteleone	54:29 And did you have other interactions with Sarah McDonald to understand that she was, she was a representative of Drew's lender,		
124	Realtor Andy Lord	54:34 yes.		
125	Attorney Monteleone	54:35 And does the materials that that Ms McDonald provided satisfy the obligations identify under the contract the status of a loan application?	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.	
126	Realtor Andy Lord	54:58 Yes, it does. I.		
127	Attorney Monteleone	55:00 And were you able to determine whether or not rinaldi's agent received a copy of the made application letter?		
128	Realtor Andy Lord	55:12 Yes, he's copied on the email.		
129	Attorney Monteleone	55:15 And can you identify where that is at on exhibit six,		
130	Realtor Andy Lord	55:19 yeah, at the first page at the top, it says matt@landinghomesmaine.com		
131	Attorney Monteleone	55:36 exhibit six, a true copy of the email materials that you receive from the lender,		
132	Realtor Andy Lord	55:43 yes, it is		
133	Attorney Monteleone	55:44 and are made application letters routinely prepared and transmitted and real estate transactions,		
134	Realtor Andy Lord	55:51 yes .		
135	Attorney Monteleone	55:52 And as a broker, you receive copies of you routinely receive copies of made application letters,		
136	Realtor Andy Lord	55:57 yes,		
137	Attorney Monteleone	55:58 and you ensure their timely delivery to the other agent,		
138	Realtor Andy Lord	56:02 yes,		
139	Attorney Monteleone	56:03 and to maintain copies of made application letters in your in your transaction records,		
140	Realtor Andy Lord	56:09 yes,		
141	Attorney Monteleone	56:10 move admission of plaintiff. Six,		
142	Defendant Rinaldi	56:12 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.		
143	Attorney Monteleone	56:37 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?		
144	Defendant Rinaldi	57:09 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,		
145	Attorney Monteleone	57:55 I'm happy to ask some ask follow up questions to clarify these points. Justice Daniel Billings 58:00 Okay, go ahead.		
146	Attorney Monteleone	58:04 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?		
147	Realtor Andy Lord	58:29 Yes.		
148	Attorney Monteleone	58:32 Did you, in fact, forward emails that that forward exhibit six to me?		
149	Realtor Andy Lord	58:39 Yes .		
150	Attorney Monteleone	58:43 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.		
151	Realtor Andy Lord	58:58 Yes.		
152	Attorney Monteleone	59:02 And with that, I again renew the motion to move to admit		
153	Defendant Rinaldi	59:06 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		
154	Attorney Monteleone	59:38 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.		
155	Defendant Rinaldi	59:48 What about the forwarded section? That's not really something that needs to be removed.		
156	Attorney Monteleone	59:52 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. Rinaldi	The forwarded section isn't there	
157	Defendant Rinaldi	I'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.		

158	Defendant Rinaldi	Thank you. Justice Daniel Billings 1:00:39 Yeah , you can continue.	
159	Attorney Monteleone	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?	
160	Realtor Andy Lord	Can I reference the original purchase sale agreement?	
161	Attorney Monteleone	Sure, if I could refer you back to exhibit two.	
162	Realtor Andy Lord	It was expected to close November 12, 2020,	
163	Attorney Monteleone	did that happen?	
164	Realtor Andy Lord	Did not.	
165	Attorney Monteleone	Was it? Was it close to happening?	
166	Realtor Andy Lord	No,	
167	Attorney Monteleone	why not?	
168	Realtor Andy Lord	The bill just wasn't moving forward very quickly.	
169	Attorney Monteleone	What was happening.	
170	Realtor Andy Lord	<b>Nothing was getting done. It was just kind of paused at that point.</b>	
171	Attorney Monteleone	So how was, when did that first, when did that issue first arise,	
172	Realtor Andy Lord	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 off he was from getting it done,	
173	Attorney Monteleone	we were always a couple weeks away.	
174	Realtor Andy Lord	What do you mean	
175	Attorney Monteleone	every time we'd ask when this is to be done, it's just just a few more weeks, just a few more weeks.	
176	Realtor Andy Lord	now, what were, and that's what are the terms that exhibit eight provided	
177	Attorney Monteleone	it. It provides some occupancy of the property.	
178	Realtor Andy Lord	Did it require that Mr. Pierce pay any rent?	
179	Attorney Monteleone	No	
180	Realtor Andy Lord	on that.	
181	Attorney Monteleone	No.	
182	Realtor Andy Lord	Why? Why is that fair, that that seems, that seems one sided.	
183	Attorney Monteleone	I don't know. I mean,	
184	Realtor Andy Lord	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?	
185	Attorney Monteleone	No, it would not have.	
186	Realtor Andy Lord	Right. So, are you aware, if Drew in fact, took possession in order to store his property at the at the house	
187	Attorney Monteleone	he did.	
188	Realtor Andy Lord	now, what were, and that's what are the terms that exhibit eight provided	
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197	Attorney Monteleone	No, it would not have.	
198	Realtor Andy Lord	Right. So, are you aware, if Drew in fact, took possession in order to store his property at the at the house	
199	Attorney Monteleone	he did.	
200	Realtor Andy Lord	now the closing date. How many times was the closing date extended out	
201	Attorney Monteleone	multiple	
202	Realtor Andy Lord	a rough estimate of how many times that had to happen versus the original closing date that was scheduled	
203	Attorney Monteleone	<b>four to five.</b>	
204	Realtor Andy Lord	I'm sorry you said four to five,	
205	Attorney Monteleone	yes .	
206	Realtor Andy Lord	And 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?	
207	Attorney Monteleone	<b>None, no.</b>	
208	Realtor Andy Lord	Now Were any issues identified with the final the final appraisal in terms of the project? The build?	
209	Attorney Monteleone	Yes.	
210	Realtor Andy Lord	What were those issues	
211	Attorney Monteleone	that the landscaping, driveway, paving and some exterior painting and trim cannot be completed due to the weather.	
212	Realtor Andy Lord	So we had the, you know, the the loaming and seeding wasn't completed. What other issues were were identified,	
213	Attorney Monteleone	as far as the appraisal.	
214	Realtor Andy Lord	In the appraisal, in terms of of what was recommended for escrow?	
215	Attorney Monteleone	It would be the driveway, the landscaping, some exterior painting and exterior trim painting.	
216	Realtor Andy Lord	if I can, if I can, clarify it's, is it? Why is it identified as an issue?	
217	Attorney Monteleone	Because it's in the original scope of work, and it's not been completed yet.	
218	Realtor Andy Lord	So what is? What's the solution when you're otherwise ready to close and work is not yet completed that was contracted for?	
219	Attorney Monteleone	So oftentimes we would escrow for that and have it done in the spring when weather permits.	
220	Realtor Andy Lord	Can you just elaborate a bit on on what that means when you say escrow for it.	
221	Attorney Monteleone	So 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,	
222	Realtor Andy Lord	right? 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	
223	Attorney Monteleone	Yeah, it would go back to the seller.	
224	Realtor Andy Lord	Okay, so bear with me here. So we start with the landscaping right, yep. Now the driveway. What was the issue with the driveway?	
225	Attorney Monteleone	It was just dirt at that point.	
226	Realtor Andy Lord	Okay, by dirt do you mean gravel,	
227	Attorney Monteleone	yeah, like gravel?	
228	Realtor Andy Lord	Was it blackout?	
229	Attorney Monteleone	It was not.	
230	Realtor Andy Lord	What is blackout ?	
231	Attorney Monteleone	Asphalt paving?	
232	Realtor Andy Lord	And that wasn't. That wasn't, that wasn't completed at the time. No, it wasn't. Was it possible to complete?	
233	Attorney Monteleone	I don't believe any of the asphalt plants were open at that in February.	
234	Realtor Andy Lord	Now and then, as to the as to the painting, what's the issue with the painting	
235	Attorney Monteleone	<b>It was too cold to paint outside. The paint wouldn't have adhered</b>	
236	Realtor Andy Lord	okay now, but technically it was painted. Why is why is that not not sufficient to to check the box?	
237	Attorney Monteleone	<b>Well, there's several different colors of siding, and some of the term needed more paint.</b>	
238	Realtor Andy Lord	And 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.	
239	Attorney Monteleone	<b>The appraiser would do that.</b>	
240	Realtor Andy Lord	Why doesn't the seller, the builder, do that?	
241	Attorney Monteleone	They should	
242	Realtor Andy Lord	now, 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?	
243	Attorney Monteleone	Well, if the appraiser is enforcing the contract and the spec sheet as it was written, sure there's no shortcuts.	
244	Realtor Andy Lord	All right, now when the appraisal, when exhibit 10 came out, did, did Mr. Rinaldi's Agent receive a copy of exhibit 10,	
245	Attorney Monteleone	I don't know	
246	Realtor Andy Lord		

		what was, did you come come to be aware that that Mr. Rinaldi's agent was aware of the escrow withholding?	
247	Attorney Monteleone	Yes,	
248	Realtor Andy Lord	how? So	
249	Attorney Monteleone	we had a discussion about it,	
250	Realtor Andy Lord	and and when was that?	
251	Attorney Monteleone	Would have been soon after we received the appraisal.	
252	Realtor Andy Lord	Okay, so was that? Was that in mid February, in early March,	
253	Attorney Monteleone	probably late February,	
254	Realtor Andy Lord	at that point in time, did was there any objection raised by Mr. Rinaldi as to the escrow withholdings?	
255	Attorney Monteleone	<b>No.</b>	
256	Realtor Andy Lord	Was there was Was there anything? Was there any discussion about from Mr. Rinaldi about tweaking or changing, modifying the escrow matters in any way,	
257	Attorney Monteleone	<b>not at that point.</b>	
258	Realtor Andy Lord	No 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?	
259	Attorney Monteleone	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 the on the project, okay?	
260	Realtor Andy Lord	And if there's an objection, how does it go about getting resolved?	
261	Attorney Monteleone	We'd have to negotiate it. And then ultimately, if we couldn't come to agreement, we'd have to go to mediation.	
262	Realtor Andy Lord	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 process entailed to get that error corrected and then have it, have it removed from it from escrow, 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.	
263	Attorney Monteleone	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 paved driveway, they'd have to adjust for the value in that versus the comparable properties they used in the appraisal.	
264	Realtor Andy Lord	Is that a process that, in your experience, happens quickly.	
265	Attorney Monteleone	<b>No, it does not.</b>	
266	Realtor Andy Lord	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,	
267	Attorney Monteleone	<b>no,</b>	
268	Realtor Andy Lord	what's the basis of that belief?	
269	Attorney Monteleone	<b>Because these are all things that were in the original scope of work.</b>	
270	Realtor Andy Lord	In this in the spec sheet,	
271	Attorney Monteleone	spec sheet, yeah,	
272	Realtor Andy Lord	and is it fair to say that they were actually in both spec sheets.	
273	Attorney Monteleone	<b>They were,</b>	
274	Realtor Andy Lord	I like to turn you to focus on point time when you're approaching closing, when was closing. Ultimately, ultimately,	
275	Attorney Monteleone	March 5.	
276	Realtor Andy Lord	Oh, was there so? Was there a closing date that had been set beforehand?	
277	Attorney Monteleone	Yes,	
278	Realtor Andy Lord	when? When was, let me say, was there a closing date set on March 4?	
279	Attorney Monteleone	Yes, there was	
280	Realtor Andy Lord	so, if you were extended through March 5, why was it closing set for March 4,	
281	Attorney Monteleone	because that's the day we expected everything to be done.	
282	Realtor Andy Lord	So in preparation, as you're in the days before you're closing, did what were issues identified?	
283	Attorney Monteleone	Yes,	
284	Realtor Andy Lord	and when were those issues identified?	
285	Attorney 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 no driveway. There was still a lot of painting to be done	
286	Realtor Andy Lord	at 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?	
287	Attorney Monteleone	<b>No.</b>	
288	Realtor Andy Lord	So alta statements, or HUD statements, are often issued at before the end of a closing. What is an alt statement?	
289	Attorney Monteleone	An Alta is a combined version of essentially a HUD one. It shows both parties all the all the details of the transaction.	
290	Realtor Andy Lord	So if I can refer you to exhibit 11, what is exhibit 11?	
291	Attorney Monteleone	It's the HUD statement,	
292	Realtor Andy Lord	and it's identified. And what date was exhibit 11 issued,	
293	Attorney Monteleone	March 3, 21	
294	Realtor Andy Lord	so in other words, is that that's, that's the day before you're closing was scheduled,	
295	Attorney Monteleone	yes,	
296	Realtor Andy Lord	and it and what time when in the day	
297	Attorney Monteleone	3:36pm,	
298	Realtor Andy Lord	so I uh, what's the purpose of of a document like exhibit 11 of immediately before closing?	
299	Attorney Monteleone	Why do we have it immediately before close?	
300	Realtor Andy Lord	Correct?	
301	Attorney Monteleone	Well, 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.	
302	Realtor Andy Lord	Now, does it identify, does it identify how the sale proceeds are being dispersed?	
303	Attorney Monteleone	Yes, yes, it does.	
304	Realtor Andy Lord	And so what are the types of things that that exhibit 11 demonstrates as as where sale proceeds are being dispersed?	
305	Attorney Monteleone	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.	
306	Realtor Andy Lord	And did exhibit 11 show the sales price, the contracted sales price correctly,	
307	Attorney Monteleone	yes.	
308	Realtor Andy Lord	And where's that? Where's that shown	
309	Attorney Monteleone	on the first page under sales price of property	
310	Realtor Andy Lord	at the 385,000	
311	Attorney Monteleone	Yes .	
312	Realtor Andy Lord	And it shows that there being a payoff to Machias Savings Bank. Do you know? Do you know what that is?	
313	Attorney Monteleone	I don't know.	
314	Realtor Andy Lord	Okay, there is shows being a payoff to dng construction and property maintenance. You know what that is	
315	Attorney Monteleone	Yes	
316	Realtor Andy Lord	what's that	
317	Attorney Monteleone	that's a subcontractor that came in at the end,	
318	Realtor Andy Lord	okay, did? Did? Did Mr. Pierce request that sub contractor to come in at the end?	
319	Attorney Monteleone	<b>No.</b>	
320	Realtor Andy Lord	And then tell me about the commissions that identifies what's, what's, what's showing these in the commissions.	
321	Attorney Monteleone	So it's showing what's due to landing real estate for the buyer. Agent, and the sellers.	
322	Realtor Andy Lord	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,	
323	Attorney Monteleone	correct,	
324	Realtor Andy Lord	and does it? What does? Does? Exhibit 11, identify the rate lock that we had, we had discussed	
325	Attorney Monteleone	Yes, listed under seller credit	
326	Realtor Andy Lord	is that the 7392	
327	Attorney Monteleone	Yes,	
328	Realtor Andy Lord	and what does exhibit 11 show as to amounts that Mr. Rinaldi owed on his construction loan. Are you aware of that	
329	Attorney Monteleone		
330	Realtor Andy Lord		
331	Attorney Monteleone		

332	Realtor Andy Lord	\$ 145,407.87	
333	Attorney Monteleone	And after all these accounts, all these expenses are accounted for. What did it identify Mr Rinaldi's net sale	
334	Realtor Andy Lord	sales proceed at closing to be	
335	Attorney Monteleone	2739.26	
336	Realtor Andy Lord	All right. How did Mr. Rinaldi respond to the exhibit one statement when it was issued,	
337	Defendant Rinaldi	<b>he expected that he was going to be making more money than that, and essentially refused to sell the house at that point,</b>	
338	Attorney Monteleone	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 that with with more specific questions.	
339	Defendant 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.	
340	Attorney Monteleone	What was your understanding of Mr rinaldi's response to the exhibit 11 statement being issued?	
341	Realtor Andy Lord	<b>My understanding was that he was not going to come closing.</b>	
342	Attorney Monteleone	And who is that? Who is that communicated to you by	
343	Realtor Andy Lord	<b>by Mr. Rinaldi,</b>	
344	Attorney Monteleone	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 the course of this of this transaction,	
345	Realtor Andy Lord	<b>no</b>	
346	Attorney Monteleone	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 statement constituted Mr. Pierce's breach of the contract.	
347	Realtor Andy Lord	<b>No</b>	
348	Attorney Monteleone	Can I, if I can, if I can, refer you to you said it 16. 16. And do you recognize exhibit 16 as a as a correspondence, text message, correspondence involving you, Mr. Rinaldi and Matt Dibiase .	
349	Realtor Andy Lord	Yes.	
350	Attorney Monteleone	I 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?	
351	Realtor Andy Lord	He'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.	
352	Attorney Monteleone	All 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	
353	Realtor Andy Lord	<b>through these messages, we were just trying to work through it.</b>	
354	Attorney Monteleone	And 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.	
355	Realtor Andy Lord	<b>We get to the point where he was willing to take it as is, and he'd finish itself.</b>	
356	Attorney Monteleone	Now, when, when you say, what are you referring to? The the escrow work or or other things,	
357	Realtor Andy Lord	<b>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</b>	
358	Attorney Monteleone	okay. 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.	
359	Realtor Andy Lord	<b>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.</b>	
360	Attorney Monteleone	So what, what happened when you, when you attempted to to have the paving removed.	
361	Realtor Andy Lord	<b>So 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</b>	
362	Attorney Monteleone	and 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?	
363	Realtor Andy Lord	<b>It couldn't.</b>	
364	Attorney Monteleone	Why not?	
365	Realtor Andy Lord	<b>We didn't have the time.</b>	
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?	
367	Realtor Andy Lord	<b>I don't recall.</b>	
368	Attorney Monteleone	Do you commonly engage with making legal interpretations of contract or giving advice about legal interpretations.	
369	Realtor Andy Lord	<b>No,</b>	
370	Attorney Monteleone	why not?	
371	Realtor Andy Lord	<b>Because I'm not a lawyer,</b>	
372	Attorney Monteleone	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.	
373	Realtor Andy Lord	Yeah, 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.	
374	Attorney Monteleone	So did you agree with Mr. Rinaldi's interpretation of this claim that that the buyers were weren't honoring the contract because of there's a paving escrow?	
375	Realtor Andy Lord	<b>No</b>	
376	Attorney Monteleone	why did you seek to make concessions?	
377	Realtor Andy Lord	<b>We just we wanted to get the house to closing. You know, Drew needed to move in there. We needed to get this done.</b>	
378	Attorney Monteleone	Now, 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.	
379	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.	
380	Attorney Monteleone	Okay, 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,	
381	Realtor Andy Lord	yes, I was	
382	Attorney Monteleone	and what was happening with prices.	
383	Realtor Andy Lord	They were going up.	
384	Attorney Monteleone	No 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?	
385	Realtor Andy Lord	<b>No,</b>	
386	Attorney Monteleone	did Mr Rinaldi have any objection at all to the to the landscaping escrow,	
387	Realtor Andy Lord	<b>no. In fact, he was thankful that it was going to be done.</b>	
388	Attorney Monteleone	Why is that?	
389	Realtor Andy Lord	<b>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</b>	
390	Attorney Monteleone	all those object. Objections, but you in fact, heard those objections after the alta statement was was issued,	
391	Realtor Andy Lord	<b>right?</b>	
392	Attorney Monteleone	What happened there?	
393	Realtor Andy Lord	<b>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.</b>	
394	Attorney Monteleone	And did Mr. Rinaldi identify for you the dollar amount that he was looking to get to?	
395	Realtor Andy Lord	<b>He did.</b>	
396	Attorney Monteleone	And what was that	
397	Realtor Andy Lord	I don't have it right in front of me.	
398	Attorney Monteleone	If I would refer you to exhibit 17 lines starting at line 2526 what is, what is exhibit 17 that we're looking at here.	
399	Realtor Andy Lord	So that text message between Mr. Rinaldi and myself,	
400	Attorney Monteleone	all right? And when are these text messages being sent	
401	Realtor Andy Lord	while with Drew at the closing table?	
402	Attorney Monteleone	And what was the number that Mr. Rinaldi expressed that he was looking to get to	
403	Realtor Andy Lord	<b>\$17,800</b>	
404	Attorney Monteleone	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 my commission in order to get this	
406	Attorney Monteleone	Okay So in other words, his full commission that was, I was 11,500 i think we saw earlier,	

407	Realtor Andy Lord	yes.		
408	Attorney Monteleone	And then what was the agency portion of your commission that that the agency controlled		
409	Realtor Andy Lord	is probably around \$2,500 right?		
410	Attorney Monteleone	So, in other words, there was, there was \$13,000 in and of itself right there,		
411	Realtor Andy Lord	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 looking for, how did. Respond.		
412	Attorney Monteleone	Yeah.		
413	Realtor Andy Lord	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.		
414	Attorney Monteleone	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.		
415	Realtor Andy Lord	<b>How did I respond? I offered to give him the \$4,000 difference,</b>		
416	Attorney Monteleone	okay, and, and what did Mr. Rinaldi say to that does?		
		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 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.		
417	Realtor Andy Lord	And was there additional time to wait until the Monday on on the contract?		
418	Attorney Monteleone	<b>No,</b>		
419	Realtor Andy Lord	why is that?		
420	Attorney Monteleone	<b>Because we're at our last extension date.</b>		
421	Realtor Andy Lord	So I think you, you mentioned that, that you were sitting at the you're seeing at the closing table.		
422	Attorney Monteleone	Yes,		
423	Realtor Andy Lord	when this conversation was happening, and who, who's with you.		
424	Attorney Monteleone	Drew Janice, the in the title attorney that was doing the closing.		
425	Realtor Andy Lord	Okay? And while you're waiting, how did you, how did you contact or connect with Mr. Mr. Rinaldi		
426	Attorney Monteleone	We were texting. He wouldn't answer the phone.		
427	Realtor Andy Lord	did? Did Mr. Rinaldi ultimately come to closing?		
428	Attorney Monteleone	No,		
429	Realtor Andy Lord	what was your understanding of why not?		
430	Attorney Monteleone	<b>Because he wasn't making the money that he wanted to make,</b>		
431	Realtor Andy Lord	and he made a promise to you to suggest that he was aware that he could, he could sell it to others for more		
432	Attorney Monteleone	Yes,		
433	Realtor Andy Lord	such as, what?		
434	Attorney Monteleone	Well, line 32 says, I could have it sold next week.		
435	Realtor Andy Lord	So 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.		
436	Attorney Monteleone	That was, you know, as complete. It would be a highly desirable property, and it likely would sell very quickly.		
437	Realtor Andy Lord	What was your impression about extent to which Mr. Rinaldi was aware of the present market value of for for that house.		
438	Attorney Monteleone	I think he was very aware of the market value before.		
439	Realtor Andy Lord	Objection, speculation, Justice Daniel Billings 1:42:46 objection overuled		
440	Defendant Rinaldi	what did what did that mean for Drew?		
441	Attorney Monteleone	Meant that drew didn't get the house,		
442	Realtor Andy Lord	and at that point in March, how long had drew spent waiting		
443	Attorney Monteleone	since August,		
444	Realtor Andy Lord	nothing further. Justice Daniel Billings 1:43:18 Mr. Rinaldi,		
445	Attorney Monteleone	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 admission of exhibit four? It's admitted on objection.		
446	Attorney Monteleone	All right, okay. I think that's the only one right now.		
447	Attorney Monteleone	Okay, 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		
448	Defendant Rinaldi	Who did I list the house for?		
449	Realtor Andy Lord	Well, like you just said, your prior experience. What would you have a prior experience?		
450	Defendant Rinaldi	I sold 200 homes		
451	Realtor Andy Lord	prior to cape rd		
452	Defendant Rinaldi	<b>probably over 100 at that point. So I work with many builders.</b>		
453	Realtor Andy Lord	Could you name a few		
454	Defendant Rinaldi	<b>Robi builders I can't think of the other ones</b>		
455	Realtor Andy Lord	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.		
456	Defendant Rinaldi	I takes a lot of people to build homes		
457	Realtor Andy Lord	Yes, 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.		
458	Defendant Rinaldi	Yes		
459	Realtor Andy Lord	Okay? 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,		
460	Defendant Rinaldi	when we signed the contract?		
461	Realtor Andy Lord	Yes,		
462	Defendant Rinaldi	no.		
463	Realtor Andy Lord	So when you met with me, I never said that. I'm pretty much on my own here.		
464	Defendant Rinaldi	<b>I don't recall you saying that</b>		
465	Realtor Andy Lord	never 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.		
466	Defendant Rinaldi	Well, when we first saw it, you weren't there.		
467	Realtor Andy Lord	When 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.		
468	Defendant Rinaldi	No.		
469	Realtor Andy Lord	So when did you first figure that out? First figure that out?		
470	Defendant Rinaldi	<b>Probably several weeks in when there's no real progress being made.</b>		
471	Realtor Andy Lord	I 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?		
472	Defendant Rinaldi	I believe so, yeah.		
473	Realtor Andy Lord	So 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?		
474	Defendant Rinaldi	<b>No, okay,</b>		
475	Realtor Andy Lord	so 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?		
476	Defendant Rinaldi	Misstating, misstating the prior statement.		
477	Attorney Monteleone	How? So,		
478	Defendant Rinaldi	verified it incorrectly.		
479	Attorney Monteleone	Okay, I'll rephrase what did you say earlier about what you viewed the front porch when you were under contract.		
480	Defendant Rinaldi	<b>I don't recall exactly what I said earlier.</b>		
481	Realtor Andy Lord	So when we when you met with me that day, just before you signed the contract, because it was pretty close, correct?		
482	Defendant Rinaldi	Pretty close.		
483	Realtor Andy Lord	Yeah, did you observe the front farm porch being framed		
484	Defendant Rinaldi	<b>no, but I observed the way the building was built to accept the farmer porch and the roof over it.</b>		
485	Realtor Andy Lord	How so		
486	Defendant Rinaldi	<b>Because in that picture?</b>		
487	Realtor Andy Lord	How so?		
488	Defendant Rinaldi	<b>So that picture with the original picture from your email would be logical to assume there would be a front porch.</b>		
489	Realtor Andy Lord			

		Why 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?	
490	Defendant Rinaldi		
491	Realtor Andy Lord	<b>Well, you're the builder, but the picture that we were provided prior to going under contract showed a Farmers porch.</b>	
492	Defendant Rinaldi	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, there's nothing an email indicated that I was that I wanted that sent to you, correct?	
493	Realtor Andy Lord	<b>I don't know.</b>	
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	<b>That'd be fair.</b>	
496	Defendant Rinaldi	Okay, so Nonetheless, when you you said you create. Did you create the original contract when you made the offer?	
497	Realtor Andy Lord	<b>Yes</b>	
498	Defendant Rinaldi	So why didn't you use the rendering that you got on the August 5th email?	
499	Realtor Andy Lord	<b>Because we didn't have a full spec sheet. Was just a picture of the front of the building</b>	
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	<b>but it wasn't on the MLS listing,</b>	
502	Defendant Rinaldi	I understand. But I mean, you could edit it, you know, you could do listings Correct. You could have done that correct.	
503	Realtor Andy Lord	<b>I can't edit somebody else's listing. What they're providing for me is what we're intending to purchase.</b>	
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	<b>yes.</b>	
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	
509	Realtor Andy Lord	<b>we 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.</b>	
510	Defendant Rinaldi	So that was a month later, correct,	
511	Realtor Andy Lord	that we finally got it?	
512	Defendant Rinaldi	No, that you requested it?	
513	Realtor Andy Lord	<b>No, we requested it early on,</b>	
514	Defendant Rinaldi	so 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?	
515	Realtor Andy Lord	<b>Because I had nothing to include at that point. All I had was a picture.</b>	
516	Defendant Rinaldi	You had a picture. You could have said 2000 someone square feet, correct?	
517	Realtor Andy Lord	<b>But 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.</b>	
518	Defendant Rinaldi	So 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.	
519	Realtor Andy Lord	<b>The increase in price from 375, to 385, was to account for the changes that were being made,</b>	
520	Defendant Rinaldi	but you intentionally didn't include it in the contract.	
521	Realtor Andy Lord	<b>We didn't have it to include it in the contract.</b>	
522	Defendant Rinaldi	Well, you just said you had that, obviously, with the email rendering, and you knew what the square footage, right?	
523	Realtor Andy Lord	<b>But that's not a scope of work. That's nothing that we can give to an appraiser to permanent value.</b>	
524	Defendant 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?	
525	Realtor Andy Lord	<b>Yes,</b>	
526	Defendant Rinaldi	correct, 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	
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	okay , I believe it's 420,000 it's um,	
531	Realtor Andy Lord	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	Yeah ,	
537	Realtor Andy Lord	given the market at that time? No,	
538	Defendant Rinaldi	\$65,000 just like instantly	
539	Realtor Andy Lord	<b>we were seeing houses go hundreds of thousands dollars over asking,</b>	
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	
546	Defendant Rinaldi	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 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?	
550	Defendant Rinaldi	I 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.	
551	Realtor Andy Lord	Well, yeah, so that would be acknowledging that they read it	
552	Defendant Rinaldi	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 other pages are initialed. Shouldn't they be initial too?	
553	Realtor Andy Lord	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 prepare these forms that we fill those in any other document. We will put initials or signature pages on the last page.	
554	Defendant Rinaldi	But you do a number them or indicate there part of it	
555	Realtor Andy Lord	<b>We don't.</b>	
556	Defendant Rinaldi	So 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?	
557	Realtor Andy Lord	<b>Not really understand this. It is signed on the last page,</b>	
558	Defendant Rinaldi	the 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.	
559	Realtor Andy Lord	<b>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</b>	
560	Defendant Rinaldi	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 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	<b>That's not how we do it.</b>	
562	Defendant Rinaldi	Not never. It's never. They never have initials.	
563	Realtor Andy Lord	<b>We never initial every page in addendums</b>	

		Okay, 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	
564	Defendant Rinaldi		
565	Realtor Andy Lord	Prepared the spec sheet.	
566	Defendant Rinaldi	No, the second contract, updated spec sheet.	
567	Realtor Andy Lord	<b>I prepared the spec sheet.</b>	
		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 addendum One	
568	Defendant Rinaldi		
569	Attorney Monteleone	Objection your honor I have not received a copy of Mr Rinaldi's exhibits prior.	
570	Defendant Rinaldi	I'm sorry. I Believe you have everything.	
571	Attorney Monteleone	But yes, I have documents, hundreds of pages of documents in this file.	
572	Realtor Andy Lord	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 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 this. So where, where are the copies of these?	
573	Attorney Monteleone		
574	Defendant Rinaldi	Yeah, the last one, then the last one I sent you. I thought that that was,	
575	Attorney Monteleone	where are the copies of these exhibits	
576	Defendant Rinaldi	I've sent you all them through email	
577	Attorney Monteleone	When	
578	Defendant Rinaldi	What do you mean you have every single one of them	
579	Attorney Monteleone	marked like this.	
580	Defendant Rinaldi	You have every single one of these	
581	Attorney Monteleone	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.	
582	Defendant Rinaldi	So did I sign the contract that drew signed in September? Did I sign that	
583	Realtor Andy Lord	The contract you signed in September?	
584	Defendant Rinaldi	The update spec sheet one, yes,	
585	Realtor Andy Lord	<b>You did not</b>	
		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?	
586	Defendant Rinaldi		
587	Attorney Monteleone	Objection, calls for leave well, calls for speculation. Justice Daniel Billings 1:57:30 Object overruled	
588	Defendant Rinaldi	what was your belief that why I didn't sign it in September?	
		<b>What 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.</b>	
589	Realtor Andy Lord	<b>You were there daily. So you couldn't pin me down,</b>	
590	Defendant Rinaldi	<b>I can't have you sign things. I don't represent you. I never represented you.</b>	
591	Realtor Andy Lord	<b>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 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</b>	
	Defendant	<b>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 you to sign.</b>	
592	Rinaldi	<b>You never asked me to</b>	
		<b>it's it's not my side of the transaction.</b>	
593	Realtor Andy Lord	<b>I have text messages that I'll point to there. You ask me sign extensions. You ask me to sign things.</b>	
594	Defendant Rinaldi		
595	Realtor Andy Lord		
596	Defendant Rinaldi		
	Realtor Andy		
597	Lord	<b>If I was directed by your agent to talk to you about it, then I would</b>	
598	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 admitted to evidence that you've testified about. How did those?	
599	Defendant Rinaldi	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	
600	Realtor Andy Lord	so 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?	
601	Realtor Andy Lord		
		<b>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 work, what's outlined in the corrected spec sheet. Was there ever an addendum proposed to Mr. Rinaldi to reflect the corrected spec sheet?</b>	
	Realtor Andy	<b>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 after the original</b>	
602	Lord		
		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 the correct spec?	
603	Realtor Andy Lord		
604	Realtor Andy Lord		
	Realtor Andy		
605	Lord	<b>No, Justice Daniel Billings 2:00:14 Mr. Rinaldi, sorry to interrupted you.</b>	<b>HUGE LIE - ANDY CREATED AND SENT ADDENDUM 1</b>
		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 sign that correct.	
606	Defendant Rinaldi	The spec sheet	
607	Realtor Andy Lord	Do you recall that?	
608	Defendant Rinaldi		
609	Realtor Andy Lord	<b>I do recall that</b>	
		Yes 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?	
610	Defendant Rinaldi	<b>Not that I'm aware of</b>	
611	Realtor Andy Lord	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 wanted those added to that new contract correct the easement to the back road?	
612	Defendant Rinaldi	<b>Yes .</b>	
613	Realtor Andy Lord	Now that's that would you would think there would be consideration for that additional option, correct?	
614	Defendant Rinaldi	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.	
615	Realtor Andy Lord	So the original two that That was for this one, not, I don't believe this one you guys were	
616	Defendant Rinaldi	so the right of way to get to the back right.	
617	Realtor Andy Lord	Yeah,	
618	Defendant Rinaldi	Rotary,	
619	Realtor Andy Lord	yeah.	
620	Defendant Rinaldi	So you have the lot before, yep, never in past the house,	
621	Realtor Andy Lord	yeah,	
622	Defendant Rinaldi	and then to access this lot, yes, same road,	
623	Realtor Andy Lord	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.	
624	Defendant Rinaldi	I think we just needed to document it for the lender, but	
625	Realtor Andy Lord	yeah, 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.	
626	Defendant Rinaldi		
627	Realtor Andy Lord	<b>I am not aware of any</b>	

628	Defendant Rinaldi	Okay, 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?		
629	<b>Realtor Andy Lord</b>	<b>I directed you to drywall the garage.</b>		
630	Defendant Rinaldi	Yeah,		
631	<b>Realtor Andy Lord</b>	<b>yeah. There has to be drywall, two layers drywall, because a firewall between the house and the garage</b>		
632	Defendant Rinaldi	you didn't direct me to drywall the whole garage.		
633	<b>Realtor Andy Lord</b>	<b>No, then I said that. I believe it says,</b>	<b>HUGE LIE SEE RECORDING DAY 4</b>	
634	Defendant Rinaldi	so there's no text between me and you.		
635	<b>Realtor Andy Lord</b>	<b>I have no idea.</b>		
		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; nonetheless, Justice Daniel Billings 2:03:38 just so the records clear about the exhibit that's being referenced		
636	Defendant Rinaldi	Yeah, 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.		
637	Defendant Rinaldi	Am I allowed to offer their Justice Daniel Billings 2:04:04 I mean, is there any objection to plaintiff exhibit 16 being admitted?		
638	Defendant Rinaldi	No, your honor Justice Daniel Billings 2:04:10 all right, so Plaintiff's Exhibit 16 is admitted		
639	Attorney Monteleone	Okay, 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,		
640	Defendant Rinaldi	Yeah correct		
641	<b>Realtor Andy Lord</b>	what you testified too Okay. Now you and Matt are obviously pretty close. I would assume, is that fair to say?		
642	Defendant Rinaldi	I mean, I worked at this company.		
643	<b>Realtor Andy Lord</b>	I get that so, um, but you guys were communicating at this time.		
644	Defendant Rinaldi	Yeah,		
645	<b>Realtor Andy Lord</b>	On the same page now on March, I believe third or fourth, you met with Lincoln capital, and Matt and my bank, Lincoln capital, correct?		
646	Defendant Rinaldi	<b>I have never met with Lincoln.</b>		
647	<b>Realtor Andy Lord</b>	No a phone call, you had a phone call I believe the day prior,		
648	Defendant Rinaldi	<b>I was actually not part of that phone call.</b>		
649	<b>Realtor Andy Lord</b>	Oh, you didn't end up.		
650	Defendant Rinaldi	<b>I wasn't invited to it</b>		
651	<b>Realtor Andy Lord</b>	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 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?		
652	Defendant Rinaldi	<b>These were they provided a text exchange for their discovery file between Matt and Andy. And then there's more, from Craig Matheson . 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,</b>		
653	Defendant Rinaldi	they're not, they're not. Can I? Can I review them?		
654	Attorney Monteleone	Yeah, see if I can pull that up.		
655	Defendant Rinaldi	Okay, 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		
656	Attorney Monteleone	The realtors . Justice Daniel Billings 2:06:45 Do they involve this?		
657	Defendant Rinaldi	They're not all text messages between the realtors.		
658	Attorney Monteleone	Craig one		
659	Defendant Rinaldi	everything with		
660	Attorney Monteleone	this is between Matt and Andy,		
661	Defendant Rinaldi	Matt and Andy and everything you've written on, everything you've written on that piece of paper		
662	Attorney Monteleone	I can scribble that out I apologize, that's my notes		
663	Defendant Rinaldi	That's hearsay and the document that is between Andy and the lender is all hearsay		
664	Attorney Monteleone	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 you need to ask him about the specific document before he can make		
665	Defendant Rinaldi	that yeah, I apologize, and you're discussing document 28 sorry that's not it sorry. Document 29 from Andy Lord to Craig Matheson. 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.		
666	Defendant Rinaldi	Yes, I've objected to that document		
667	Attorney Monteleone	On what grounds,		
668	Defendant Rinaldi	On the grounds of hearsay		
669	Attorney Monteleone	this 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		
670	Defendant Rinaldi	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 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		
671	Defendant Rinaldi	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 The finished coat. What did you mean by that? Andy Lord 1:42 That the gravels down.		
672	Defendant Rinaldi	<b>1:44 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</b>		
673	<b>Defendant Rinaldi</b>			
674	<b>Defendant Rinaldi</b>	<b>2:10 yep, you should. Andy Lord 2:27 Okay, so, yeah, I think that was Matt.</b>		
675	<b>Defendant Rinaldi</b>	<b>2:30 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</b>		
676	<b>Defendant Rinaldi</b>	<b>2:42 Okay, so you didn't really know why he said that. Andy Lord 2:45 No</b>		
677	<b>Defendant Rinaldi</b>	<b>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 extension. We could have signed a three day extension, certainly, right? Andy Lord 3:00 Probably could have,</b>		
678	<b>Defendant Rinaldi</b>	<b>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 me at that point, so the lenders prepared the docs. The title company was already there.</b>		
679	<b>Defendant Rinaldi</b>	<b>3:17 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.</b>		
680	<b>Defendant Rinaldi</b>	<b>3:30 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?</b>		

		3:36 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.		
681	Defendant Rinaldi	3:49 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		
682	Defendant Rinaldi	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 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,		
683	Defendant Rinaldi			
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 from testimony from the witness, what it is and whether or not it meets the admissibility as a business record		
685	Defendant Rinaldi	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 him look over them but you have to ask the I mean, again, got you, is this things you have to		
686	Defendant Rinaldi	5:07 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		
687	Defendant Rinaldi	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 business record.		
688	Defendant Rinaldi	5:24 He hasn't moved to admit it. However, I object to any characterizations of what it says that are inadmissible hearsay.		
689	Attorney Monteleone	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 witnesses. Earlier testimony, correct?		
690	Defendant Rinaldi	6:11 No,		
691	Defendant Rinaldi	6:12 no. Your Honor, 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		
692	Attorney 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 to it.		
693	Defendant Rinaldi	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 show him		
694	Defendant Rinaldi	7:26 okay, Justice Daniel Billings 7:26 just and then ask your question.		
695	Defendant Rinaldi	7:27 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		
696	Defendant Rinaldi	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, which everybody is.		
697	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		
698	Defendant Rinaldi	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 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.		
699	Defendant Rinaldi	9:12 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.		
700	Defendant Rinaldi	9:23 Objection calls for speculation		
701	Attorney Monteleone	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		
702	Defendant Rinaldi	9:31 if we're closing today. Andy Lord 9:32 it says can't change anything if we're closing today.		
703	Defendant Rinaldi	9:35 Yeah. So Justice Daniel Billings 9:38 the object is overruled. You can answer.		
704	Defendant Rinaldi	9:40 Thank you. Andy Lord 9:42 So is the question.		
705	Defendant Rinaldi	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 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.		
706	Defendant Rinaldi	10:00 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.		
707	Defendant Rinaldi	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, but you guys chose not to do that. Correct? Andy Lord 10:25 Again, it's not really something I can change if		
708	Defendant Rinaldi	10:29 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.		
709	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		
710	Defendant Rinaldi	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 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,		
711	Defendant Rinaldi	11:15 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.		
712	Defendant Rinaldi			
713	Defendant Rinaldi	11:26 Is that fair to say here? Andy Lord 11:31 Yes,		

		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, 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	
714	Defendant Rinaldi	between him, him and the two realtors.	
715	Defendant 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.	
716	Attorney 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.	
717	Defendant Rinaldi	12:14 Can you show me?	
718	Attorney Monteleone	12:18 Oh, no, I'm sorry, this the end or to admit understand what we're talking about. Justice Daniel Billings	
719	Attorney Monteleone	12:25 Any objective	
		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 the remainder of these contents.	
720	Attorney Monteleone	12:52 Okay, am I? I'm just gonna reiterate business business record Justice Daniel Billings 12:56 Right but that doesn't, this	
721	Defendant Rinaldi	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 stuff?	
722	Defendant Rinaldi	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 then, and then the response from Craig.	
723	Defendant Rinaldi	13:44 And then there's, there's one more,	
724	Attorney Monteleone	13:46 your talking about the plumbing bill?	
725	Defendant Rinaldi	13:47 No, I'm talking about the reference to the to the forwarding that's happening here. That's a forwarding message,	
726	Attorney Monteleone	13:55 yeah, that's from me.	
727	Defendant Rinaldi	13:56 So it's, it's outside of that record.	
728	Attorney Monteleone	14:00 So that's something 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 statements	
729	Defendant Rinaldi	14:05 okay? And unless I'm testifying, obviously, Justice Daniel Billings 14:13 right?	
730	Defendant Rinaldi	14:13 Yeah, okay, that does. Justice Daniel Billings 14:16 But so I'm going to sustain the objection because of the	
731	Defendant Rinaldi	14:20 okay, Justice Daniel Billings 14:21 because of the forwarding stuff	
732	Defendant Rinaldi	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 stuff that's not admissible. So I'm sustainable the objection.	
733	Defendant Rinaldi	14:39 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	
734	Defendant Rinaldi	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 that may be offered in the future.	
735	Defendant Rinaldi	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 done, correct? Andy Lord 15:34 Not a lot of work.	
736	Defendant 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	
737	Defendant Rinaldi	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	Defendant Rinaldi	16:37 Any objection to admitting picture of the house previously to discuss that	
739	Attorney 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 anything from the picture. Justice Daniel Billings 17:04 Objection overruled the courts heard testimony about why it was offered	
740	Defendant Rinaldi	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.	
741	Defendant Rinaldi	Okay, so there's been plaintiffs exhibit, I'm not sure which exhibits. It should be right here,	
742	Attorney 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	Defendant 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 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,	
744	Defendant Rinaldi	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 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,	
745	Defendant Rinaldi	19:53 yup Andy Lord 19:54 does seem like a lot of work	
746	Defendant Rinaldi	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 that be fair to say, Andy Lord 20:27 I think we did say that.	
747	Defendant Rinaldi	20:28 Yeah, okay, 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.	
748	Defendant Rinaldi	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 rate lock? Andy Lord 20:50 I was not aware of that,	
749	Defendant Rinaldi	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. Is that correct? Andy Lord 21:06 Correct?	
750	Defendant Rinaldi	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 your statement was of why I wasn't closing? Yeah, Andy Lord 21:24 that's what was in the text messages.	
751	Defendant 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	Defendant Rinaldi	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 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.	
753	Defendant Rinaldi	22:13 But we're negotiating. So, I mean, Andy Lord 22:15 that doesn't give me the right to give you legal advice.	
754	Defendant Rinaldi	22:18 Yeah, but your a realtor this is very common to negotiate and to tell people they're wrong. Andy Lord	
755	Defendant Rinaldi	22:22 Um hmm	

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. 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,	
757	Defendant Rinaldi		
758	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 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	
759	Defendant Rinaldi	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 our position. Andy Lord 23:06 Again, it's not my position to give legal advice.	
760	Defendant Rinaldi	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 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 me your position, and that's normal correct Andy Lord 23:17 Tell (confused)	
762	Defendant Rinaldi	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 frankly.	
763	Defendant Rinaldi		
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 thing, yeah,	
765	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.	
766	Defendant Rinaldi	<b>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 have the legal right, I'm not going to argue with you because I'm not an attorney.</b>	
767	Defendant Rinaldi	<b>24:36 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</b>	
	<b>Defendant 768 Rinaldi</b>		
769	Defendant Rinaldi	24:43 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.	
		24:53 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.	
770	Defendant Rinaldi		
771	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'm it's not my position to interpret the law for the decisions that you're making.	
772	Defendant Rinaldi	25:26 So that's a no Andy Lord 25:27 If You thought you should leave the transaction. You should, prob should have.	
773	Defendant Rinaldi	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 position was in this hole.	
774	Defendant Rinaldi	25:41 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.	
775	Defendant Rinaldi	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 Daniel Billings 26:37 Is it marked?	
		26:39 It's marked OO 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	
777	Defendant Rinaldi	26:54 I object to the admission, but I recognize there may be appropriate places to ask questions about it.	
778	Attorney Monteleone	26:59 On what grounds you object to his	
779	Defendant Rinaldi	27:01 because the affant is is here to testify	
780	Attorney Monteleone	27:05 prior inconsistent statements. I mean,	
781	Defendant Rinaldi	27:07 we have to have evidence Justice Daniel Billings 27:08 a prior inconsistent statements don't make a whole document admissible.	
782	Attorney Monteleone	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 sent a text. So you said they told me, but is that accurate? Andy Lord 27:37 I believe it is	
783	Defendant Rinaldi	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, the day of closing.	
784	Defendant Rinaldi	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 there, when your dad was there, when you got his truck stuck,	
785	Defendant Rinaldi	27:54 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.	
786	Defendant Rinaldi	<b>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.</b>	
787	Defendant Rinaldi	<b>28:10 So I just refuse to leave. That's your testimony. Andy Lord 28:12 you absolutely refused to leave.</b>	
788	Defendant Rinaldi	28:15 That's crazy Justice Daniel Billings 28:16 You can't comment.	
789	Defendant Rinaldi	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, 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.	
790	Defendant Rinaldi	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 painting above what I think is the laundry room window. I clearly remember this	
791	Defendant Rinaldi	28:54 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	
792	Defendant Rinaldi	29:01 That I said, I'm not going to close. Andy Lord 29:03 I believe you did.	
793	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	
794	Defendant Rinaldi	29:11 well, in their complaint it says it's a text, Andy Lord 29:14 then it's a clerical error	
795	Defendant Rinaldi	29:18 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.	
796	Defendant Rinaldi	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, 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	
		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. That gets you to the number you want, right? Is that accurate? Andy Lord 31:34 So I said, What is the number?	
798	Defendant Rinaldi	31:37 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.	
799	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.	
800	Defendant Rinaldi		
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, which is the 17 eight, which is \$4,000 off? Wouldn't you say that you're demanding that money to close?		
802	Defendant Rinaldi	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, 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.		
803	Defendant Rinaldi	33:00 Objection asked and answered		
804	Attorney Monteleone	33:02 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		
805	Defendant Rinaldi	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 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		
806	Attorney Monteleone	33:59 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.		
807	Defendant Rinaldi	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 your affidavit, and you did list several in that range that's fair to say right Andy Lord 34:31 Yes		
808	Defendant 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?		
809	Defendant Rinaldi	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		
810	Defendant Rinaldi	35:40 But it is an estimation of value correct at that date and time Andy Lord 35:43 Hmmm hm		
811	Defendant Rinaldi	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 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.		
812	Defendant Rinaldi	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? Andy Lord 37:05 The gravel base was there,		
813	Defendant Rinaldi	37:07 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,		
814	Defendant Rinaldi	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 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 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		
815	Defendant Rinaldi	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 about.		
816	Defendant Rinaldi	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 is, and if I could have the lender agree to waive that escrow, he would take it to get it to close.		
817	Defendant Rinaldi	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 day of closing is what this indicates, would that be fair to say Andy Lord 38:47 No		
818	Defendant Rinaldi	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 would accept it,		
819	Defendant Rinaldi	38:58 I'm not asking that. I'm asking you, Andy Lord 38:59 Do I think that it should have been asphalt.		
820	Defendant Rinaldi	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 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.		
821	Defendant Rinaldi	39:21 Objection? Is there a question? A question? Yeah,		
822	Defendant Rinaldi	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 blackout 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 that's what I did		
823	Attorney Monteleone	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.		
824	Defendant Rinaldi	40:10 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.		
825	Defendant Rinaldi	40:21 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		
826	Attorney Monteleone	40:25 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		
827	Defendant Rinaldi	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 that,		
828	Defendant Rinaldi	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 Lord 40:58 He moved his personal property into the property		
829	Defendant Rinaldi	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. 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.		
830	Defendant Rinaldi	41:25 Okay, so, but he never actually lived in the home, Andy Lord 41:30 no,		
831	Defendant Rinaldi	41:31 because I was actually staying there while I was finishing it correct. Andy Lord 41:33 I don't know where you're saying,		
832	Defendant Rinaldi	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 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.		
833	Defendant Rinaldi	41:58 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		
834	Defendant Rinaldi	42:05 yes, Andy Lord 42:06 It was a female, no, she wasn't hostile,		
835	Defendant Rinaldi	42:08 and she was what did she imply? Just that I was worried about the house, or that		
836	Defendant Rinaldi			
837	Defendant Rinaldi			

838	Attorney Monteleone	42:13 Objection hearsay Justice Daniel Billings 42:16 Objection sustained?	
839	Defendant Rinaldi	42:17 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.	
840	Defendant Rinaldi	42:33 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, 42:42 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.	
841	Defendant Rinaldi	42:57 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.	
843	Attorney Monteleone	43:22 Objection misstates the record	
		43:24 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.	
844	Defendant Rinaldi	43:56 And you texting, matt Drew got a moving truck before 11? Andy Lord 43:59 I don't know what date that was or	
845	Defendant Rinaldi	43:59 this was March 5th, because I told everyone, wait till 11, and that was obviously 11 o'clock meeting.	
846	Defendant Rinaldi	44:10 Objection, document speaks for itself	
847	Attorney Monteleone	44:13 Okay? I guess Justice Daniel Billings 44:16 Objection sustained	
848	Defendant Rinaldi	44:19 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.	
849	Defendant Rinaldi	45:07 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.	
850	Defendant Rinaldi	45:11 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	
851	Defendant Rinaldi	45:22 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	
852	Defendant Rinaldi	46:01 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	
853	Defendant Rinaldi	46:09 objection mistates the record.	
854	Attorney Monteleone	46:10 How did I mistate the record. Justice Daniel Billings 46:12 Objection overruled	
855	Defendant Rinaldi	46:13 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	
856	Defendant Rinaldi	46:36 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	
857	Defendant Rinaldi	46:43 and you chose not to include in the contract. Though Andy Lord 46:46 Where would we include that in the contract?	
858	Defendant Rinaldi	46:47 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,	
859	Defendant Rinaldi	47:05 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.	
860	Defendant Rinaldi	47:25 That was a month later approximately Andy Lord 47:29 to your point, you were working 24 hrs a day 47:31 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,	
861	Defendant Rinaldi	47:45 object to the testimony is question. Justice Daniel Billings 47:48 You need to focus on your questions.	
862	Defendant Rinaldi	47:50 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	
863	Attorney Monteleone	48:04 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	
864	Defendant Rinaldi	48:11 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	
865	Defendant Rinaldi	48:20 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	
866	Defendant Rinaldi	48:43 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.	
867	Defendant Rinaldi	48:51 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	
868	Defendant Rinaldi	49:00 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 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.	
869	Defendant Rinaldi	49:36 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,	
870	Defendant Rinaldi	49:44 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	
871	Defendant Rinaldi	50:01 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	
872	Defendant Rinaldi	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, Hey, change the spec sheet but you guys chose not to Andy Lord 50:38 we did ask you.	
873	Defendant Rinaldi		
874	Defendant Rinaldi		

		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 we had to have that in order to send this to the appraiser.		
875	Defendant Rinaldi			
876	Defendant Rinaldi	<b>51:03 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</b>		
877	Attorney Monteleone	51:13 objection asked and answered		
878	Defendant Rinaldi	<b>51:15 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</b>		
879	Defendant Rinaldi	51:21 okay, alright, I'll move on. Sorry. Justice Daniel Billings 51:25 How much time do you think you have left with this witness?		
880	Defendant Rinaldi	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 much time do you think you need for lunch? Mr. Monteleone,		
881	Attorney 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 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 true, but, I mean, I try not to go to the store at all, if possible. So		
882	Defendant Rinaldi			
883	Attorney Monteleone	1:55 objection is there a question?		
884	Defendant Rinaldi	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 by that statement. Andy Lord 2:04 Yes		
885	Defendant Rinaldi	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 Home Depot card on several occasions,		
886	Defendant Rinaldi	2:11 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		
887	Defendant Rinaldi	2:21 The What froze Andy Lord 2:22 the paint,		
888	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?		
890	Defendant Rinaldi	2:33 Okay, so in a normal build how do they normally heat it before the HVAC? Justice Daniel Billings 2:39 How is that relevant?		
891	Defendant Rinaldi	2:41 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		
892	Defendant Rinaldi	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 questions.		
893	Defendant Rinaldi	2:55 Gotcha. Nope, I got you. There's just one things that Justice Daniel Billings 2:58 I understand just move 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 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		
894	Defendant Rinaldi	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 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		
895	Defendant Rinaldi	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, Andy Lord 4:56 okay,		
896	Defendant Rinaldi	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 built, right, which is the big concern. And I was by myself and doing it myself. So		
897	Defendant Rinaldi			
898	Attorney Monteleone	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 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.		
899	Defendant Rinaldi	5:35 Now like extensions are common practice. Almost happen more often than not. Correct. Andy Lord 5:40 No, they don't happen tha often		
900	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.		
901	Defendant Rinaldi	5:51 Okay, Andy Lord 5:53 they happen all the time. Is it 100% of the time? No,		
902	Defendant Rinaldi	5:56 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,		
903	Defendant Rinaldi	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 now it's impacting his financing		
904	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		
905	Defendant Rinaldi	6:33 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		
906	Defendant Rinaldi			
907	Attorney Monteleone	6:43 objection to testimony rather, Justice Daniel Billings 6:44 Sustained		
908	Defendant Rinaldi	6:45 yes, I apologize during that period. Were you involved with any other builds? Andy Lord 6:50 Yes, okay.		
909	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 again.		
911	Defendant Rinaldi	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 penalized by a rate lock is that the question,		
912	Defendant Rinaldi	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 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.		
913	Defendant Rinaldi	8:09 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		
914	Defendant Rinaldi	8:19 Objection to testimony, not a question.		
915	Attorney Monteleone	8:20 I'm trying to explain the it's 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.		
916	Defendant 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		
917	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	Defendant Rinaldi			

		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 to see the text messages	
919	Defendant Rinaldi	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 messages	
920	Defendant Rinaldi		
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 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,	
922	Defendant Rinaldi	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, 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.	
923	Defendant Rinaldi	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 you not coming to closing was because you weren't getting the money that you assumed you should get	
924	Defendant Rinaldi	11:39 That's your interpretation. I mean, there's no Text that read a few Justice Daniel Billings 11:39 We've been through this	
925	Defendant Rinaldi	11:44 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?	
926	Defendant Rinaldi	13:15 So they starts on page No, it's weird. It's backwards. So it starts on page nine, and it goes backwards	
927	Defendant Rinaldi	13:23 Can we reference a line number,	
928	Attorney Monteleone	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 not fair. Now you were referencing me, lincoln capital, taking the house Correct. Andy Lord 13:44 Yes.	
929	Defendant Rinaldi	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	
930	Defendant Rinaldi	13:51 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	
931	Defendant Rinaldi	14:25 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	
932	Defendant Rinaldi	14:31 the paving, painting You never mentioned to them. Andy Lord 14:33 What about,	
933	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	
934	Defendant Rinaldi	Andy Lord 14:41 They were aware of that.	
935	Defendant Rinaldi	14:43 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	
		14:51 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	
936	Defendant Rinaldi	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 asking?	
937	Defendant Rinaldi	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	
938	Defendant Rinaldi	16:08 Objection calls for speculation, obviously,	
939	Attorney Monteleone	16:11 well, he was with him in the room and discussing it with him.	
940	Defendant Rinaldi	16:15 I think there's, there's a different question to get at what he's trying Justice Daniel Billings 16:17	
941	Attorney Monteleone	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, yep, that is how it works. Once the once the work's done, you would the money would have been released.	
942	Defendant Rinaldi	16:42 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	
943	Defendant Rinaldi	16:53 nope on March 4 is when I demanded it to be removed. Andy Lord 16:56 It wasn't done being painted.	
944	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?	
945	Defendant Rinaldi	17:21 Okay? But you said the appraiser is enforcing the contract as written, making sure there's no shortcuts, discussing the escrows correct Andy Lord 17:25 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	
946	Defendant Rinaldi	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 Appraisal,	
947	Defendant Rinaldi	18:08 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,	
948	Defendant Rinaldi	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,	
949	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	
950	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	
951	Defendant Rinaldi	18:53 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 blackout because the original scope works says blackout 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	
952	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	
953	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. A lot of that is, is figuring out taxes. Remember there were tax liens on this properties that had to be satisfied.	
954	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	
955	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.	
956	Defendant Rinaldi	19:59 But your not you know Andy Lord 19:59 But it's not as black and white as you think	
957	Defendant Rinaldi		

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.	
959	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.	
960	Defendant 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 officer. We would have to agree, Drew would have to agree in writing. So it's not just a quick process.	
961	Defendant Rinaldi	20:42 I understand what your saying, but I just, Andy Lord 20:44 we're not talking about changing the color of 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	
963	Defendant Rinaldi	20:52 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?	
964	Defendant Rinaldi	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 much?	
965	Defendant Rinaldi	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 point, which is outlined by the appraisal that came in higher	
966	Defendant Rinaldi	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 house that we put undercontract We all knew we were going to get that. That we all knew we were going to get	
967	Defendant Rinaldi	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 were made by previous buyers normal builders	
968	Defendant Rinaldi	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 best friends in high school? Is that relevant?	
969	Defendant Rinaldi	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 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.	
970	Defendant Rinaldi	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 discussion was you were not getting the money that you thought you wanted to get, and you were not coming to closing	
971	Defendant Rinaldi	23:50 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	
972	Defendant Rinaldi	24:01 Can you elaborate? Andy Lord 24:03 Did you not get estimates for all these escrows? Did you not?	
973	Defendant Rinaldi	24:05 yeah you told you. You asked me to Yeah.	
974	Attorney Monteleone	24:08 So objection to testimony that's not a question.	
975	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 through the appraisal, through this whole process, we knew there was going to be escrow, right?	
976	Defendant Rinaldi	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 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 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	
978	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	
979	Defendant Rinaldi	25:09 again. Their original complaint states that, but that was not you're telling me. That's not what his understanding	
980	Defendant Rinaldi	25:15 objection relevance. This isn't a party statement.	
981	Attorney Monteleone	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 that's what his understanding was. Justice Daniel Billings 25:25 Why does that matter?	
982	Defendant Rinaldi	25:26 Well, it contradicts what their original complaint was about. I'm Justice Daniel Billings 25:29 So why he's not a party.	
983	Defendant Rinaldi	25:32 Well he has direct knowledge Justice Daniel Billings 25:33 Objection sustained	
984	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	
985	Defendant Rinaldi	25:51 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	
986	Defendant Rinaldi	26:00 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	
987	Defendant Rinaldi	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 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.	
988	Defendant Rinaldi	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 assumed, obviously, but you were interpreting the contract properly correct. Andy Lord 26:50 (Inaudible)	
989	Defendant Rinaldi	26:52 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	
990	Defendant Rinaldi	27:10 Yes, Andy Lord 27:10 It's going to be a blacktop driveway.	
991	Defendant Rinaldi	27:13 Reason I'm asking, since I trusted that 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,	
992	Defendant Rinaldi	27:26 what you read in the contract? Right? Andy Lord 27:27 Right?	
993	Defendant Rinaldi	27:28 Okay, which, again, is a legal thing, correct? Andy Lord 27:30 That I read the contract?	
994	Defendant Rinaldi	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 contract said it's supposed to have a tile shower and it has an acrylic shower.	
995	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	
996	Defendant Rinaldi	28:23 that's on the second spec sheet, correct? Andy Lord 28:26 No it's on both	
997	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	
998	Defendant Rinaldi	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 of gravel don't you agree.	
999	Defendant Rinaldi	28:40 I mean, I'm not here to testify, so yeah, but Andy Lord 28:46 You have been	
1000	Defendant Rinaldi	28:47 I know, yeah, you're right. So Are you still working for Matt Dibiasi Andy Lord 29:07 No	
1001	Defendant Rinaldi	29:09 the Lord group is not no longer under the landing. Andy Lord 29:11 It's not	
1002	Defendant Rinaldi	29:13 really? Oh, okay, which is, when did that happen? I'm just curious	
1003	Defendant Rinaldi	29:18 Objection relevance. Justice Daniel Billings 29:22 Objection sustained.	
1004	Attorney Monteleone	29:22 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.	
1005	Defendant Rinaldi		

1006	Defendant Rinaldi	29:56 Okay, so he did that on his own. Andy Lord 29:58 Yeah	
1007	Defendant Rinaldi	29:59 Okay? Is it normal for appraiser to give up all their commission? Andy Lord 30:02 No,	
1008	Defendant Rinaldi	30:02 I'm sorry, a realtor real estate agent. Andy Lord 30:05 No	
1009	Defendant Rinaldi	30:07 Okay. Now, the 11am meeting on the fifth, were you aware of that meeting Andy Lord 30:14 With who	
1010	Defendant Rinaldi	30:15 of Lincoln capital, Matt and myself? Andy Lord 30:17 I was aware that it was supposed to happen.	
1011	Defendant Rinaldi	30:20 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	
1012	Defendant Rinaldi	30:29 Yeah, so, Andy Lord 30:33 Yes	
1013	Defendant Rinaldi	30:34 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.	
		30:47 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	
1014	Defendant Rinaldi	31:02 so, but you did Andy Lord 31:03 All I knew was what was on the Alta.	
1015	Defendant Rinaldi	31:06 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.	
1016	Defendant Rinaldi	31:11 Okay, did you direct them to issue a check to to Derek? Andy Lord 31:16 No	
1018	Attorney Monteleone	31:17 Objection, relevance	
1019	Defendant Rinaldi	31:19 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.	
		31:34 Okay, this is exhibit do?	
		31:56 What is? What are we looking at?	
1020	Defendant Rinaldi	31:58 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	
1021	Attorney Monteleone	32:37 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,	
1023	Attorney Monteleone	33:12 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,	
		33:35 yeah, I know Andy Lord 33:35 okay,	
1024	Defendant Rinaldi	33:36 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	
1025	Defendant Rinaldi	33:37 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	
1026	Defendant Rinaldi	33:46 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.	
1027	Defendant Rinaldi	33:59 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.	
1028	Defendant Rinaldi	34:32 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.	
1029	Defendant Rinaldi	34:48 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	
1030	Attorney Monteleone	35:09 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.	
1031	Defendant Rinaldi	35:51 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	
1032	Defendant Rinaldi	36:08 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,	
1033	Defendant Rinaldi	36:18 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	
1034	Defendant Rinaldi	36:25 I just said, I just don't want to sell the house, Andy Lord 36:27 (Inaudible) didn't come to closing	
1035	Defendant Rinaldi	36:29 Yeah but the text are pretty clear Why I didn't come to closing so. But other than that,	
1036	Defendant Rinaldi	36:33 Objection to testimony	
1037	Attorney Monteleone	36:33 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?	
1038	Defendant Rinaldi	36:44 Yeah, Andy Lord 36:44 we were up there and we were trying to play.	
1039	Defendant Rinaldi	36:46 One day we Justice Daniel Billings 36:47 You're not asking questions,	
1040	Defendant Rinaldi	36:48 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 DMs, 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	
1041	Defendant Rinaldi	38:19 So the interest you're talking Andy Lord 38:21 and the rate lock	
1042	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? Andy Lord 38:27 No, it was reduced whatever the actual amount was based on the days that we	
1043	Defendant Rinaldi	38:30 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.	
1044	Defendant Rinaldi	38:41 Yeah, I got you I'm just trying to clarify. Andy Lord 38:43 By rights, we could have collected the whole amount	
1045	Defendant Rinaldi	38:45 Yep, Andy Lord 38:45 when we recalculated it to the exact date of closing, that's when it came down.	
1046	Defendant Rinaldi	38:50 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?	
1047	Defendant Rinaldi	39:20 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	
1048	Defendant Rinaldi	39:30 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,	
1049	Defendant Rinaldi	39:53 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	
1050	Defendant Rinaldi	40:35 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.	
1051	Defendant Rinaldi		
1052	Defendant Rinaldi		

		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 they agreed	
1053	Attorney Monteleone	41:39 Umm exhibit four. He said,	
1054	Defendant Rinaldi	41:41 Yes,	
1055	Attorney Monteleone	41:44 sorry.	
1056	Defendant Rinaldi	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	
1057	Attorney Monteleone	42:03 I suppose an addendum is one way to incorporate additional documents in Andy Lord 42:09 correct	
1058	Attorney Monteleone	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.	
1059	Attorney Monteleone	42:29 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 intnded to buy	
1060	Attorney Monteleone	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,	
1061	Attorney Monteleone	43:00 more so than than the erroneous spec sheet that was originally attached	
1062	Attorney Monteleone	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 driveway	
1064	Attorney Monteleone	43:56 Where did exhibit 13 originate? Andy Lord 43:59 Mr Rinaldi gave it to me	
1065	Attorney Monteleone	44:00 And What is it? Andy Lord 44:04 It's a asphalt driveway estimate for 160 by 10 foot driveway.	
1066	Attorney Monteleone	44:08 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,	
1067	Attorney Monteleone	44:25 and was, was this? What was the exhibit 13 estimate? What was ultimately relied upon in in the escrow calculation? Andy Lord 44:38 Yes	
1068	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	
1069	Attorney Monteleone	44:52 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.	
1070	Defendant Rinaldi	45:05 It was discussing cross Justice Daniel Billings 45:07 objections overruled	
1071	Attorney Monteleone	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	
1072	Attorney Monteleone	45:24 I'd move admission of plaintiffs 13. Justice Daniel Billings 45:27 Any objection	
1073	Attorney Monteleone	45:35 No	
1074	Defendant Rinaldi	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	
1075	Attorney Monteleone	46:07 I'd move for admission of plaintiff 17,	
1076	Attorney Monteleone	46:10 I would like to add whatever's missing there. So we have a complete document	
1077	Defendant Rinaldi	46:14 this is your exhibit 8, from your summary judgement	
1078	Attorney Monteleone	46:18 No, I understand. I just do you know the dates it's from? I think it's just,	
1079	Defendant Rinaldi	46:23 it's your exhibit 8, Mr Rinaldi.	
1080	Attorney Monteleone	46:25 No, I understand. I know it's my exhibit 8, 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.	
1081	Defendant Rinaldi	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 nice to receive them.	
1082	Attorney Monteleone	46:41 Yeah I mean, I'm more than happy to send them, Justice Daniel Billings 46:48 Objections overruled it's admitted	
1083	Defendant Rinaldi	47:04 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.	
1084	Attorney Monteleone	47:27 Now is there? Is there another document that identifies that that number was reduced, exhibit 12.	
1085	Attorney Monteleone	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 statement	
1087	Attorney Monteleone	47:59 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,	
1088	Attorney Monteleone	48:12 7392 to 4625 okay, and did you have, did you have any obligation to give anything less than the 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 get 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 paying, 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	
1090	Attorney Monteleone	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	
1091	Attorney Monteleone	1:17 Well, did you have any success in re relocating to Maine? Drew Pierce 1:23 No,	
1092	Attorney Monteleone	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 6:20 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.	
1094	Attorney Monteleone	6:39 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	
1095	Attorney Monteleone	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 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.	
1096	Attorney Monteleone	7:14 Did at that time, did you perceive that what he was describing to you 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.	
1097	Attorney Monteleone	7:34 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.	
1098	Attorney Monteleone	7:46 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.	
1099	Attorney Monteleone	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 on the roof is different. Space above that the porch. Offer price	
1100	Attorney Monteleone	9:30 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.	
1101	Attorney Monteleone	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 as what's pictured right here.	
1102	Attorney Monteleone	10:33 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	
1103	Attorney Monteleone	12:17 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	
1104	Attorney Monteleone		

		12:42 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,	
1105	Attorney Monteleone	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 UPGRADES	
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 Pierce 18:31 No, Rate lock	
1107	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	
1108	Attorney Monteleone	19:45 what was going on there?	
1109	Attorney Monteleone	21:18 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	
1110	Attorney Monteleone	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 the cost of that now	
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 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 Monteleone	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, right? Do you remember us having that conversation when you very first met,	
1113	Defendant Rinaldi	I don't recall specifically saying that, yeah, I could have,	
1114	Plaintiff Pierce	Got you	
1115	Defendant Rinaldi	that conversations for many years ago,	
1116	Plaintiff Pierce	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, so you weren't aware if	
1117	Defendant Rinaldi	I wasn't involved in any of those conversations, they were back and forth with you	
1118	Plaintiff Pierce	So Matt, so was when Matt was screaming at me, you weren't	
1119	Defendant Rinaldi	I don't believe I was even present for that. I don't, believe Matt was even at the office	
1120	Plaintiff Pierce	okay, oh, really	
1121	Defendant Rinaldi	I don't recall. I know that I had zero involvement with those conversations.	
1122	Plaintiff Pierce	Yeah, I got you.	
1123	Defendant Rinaldi	I was just at the closing table Closing - Agent making concessions	
1124	Plaintiff Pierce	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 there somewhere	
1125	Attorney Monteleone	24:53 So when did you first learn that? Mr. Rinaldi had had objections to closing, to falling through on the sale	
1126	Attorney Monteleone	Drew Pierce 25:08 the morning of closing.	
1127	Attorney Monteleone	25:13 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.	
1128	Attorney Monteleone	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 they had waived some, some of their commission and whatnot, they were trying to do everything they could to get me into the house	
1129	Attorney Monteleone	<b>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. Rinaldi was was, was correct about his objections to Drew Pierce 26:14 Say that again,</b>	LIE * See 1341
1130	Attorney Monteleone	26:15 were those concessions happening because everyone agreed that you were wrong and Mr. Rinaldi was right. Drew Pierce 26:21 No.	
1131	Attorney Monteleone	26:22 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	
1132	Attorney Monteleone	26:35 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	
1133	Attorney Monteleone	27:30 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.	
1134	Attorney Monteleone	27:57 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,	
1135	Attorney Monteleone	28:23 correct? Drew Pierce 28:25 I don't recall if there was an exact figure given to me,	
1136	Attorney Monteleone	28:31 but you were, were you aware that he had concerns about how little he was ultimately set to receive? Drew Pierce 28:37 Yeah ,	
1137	Attorney Monteleone	28:38 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	
1138	Attorney Monteleone	<b>29:02 Now were issues, or any issues regarding objections to driveway paving brought to your attention. Drew Pierce 29:12 Yes</b>	LIE * See 1341
1139	Attorney Monteleone	29:13 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.	
1140	Attorney Monteleone	<b>29:28 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 with</b>	LIE * See 1341
1141	Attorney Monteleone	29:45 you've been waiting a few months. At that point, Drew Pierce 29:48 I've been waiting since November, since August actually.	
1142	Attorney Monteleone	29:59 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.	
1143	Attorney Monteleone	30:14 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.	
1144	Attorney Monteleone	30:30 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	
1145	Attorney Monteleone	30:46 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	
1146	Attorney Monteleone	31:06 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	
1147	Attorney Monteleone	31:22 Well, ultimately happened there? Drew Pierce 31:24 He didn't show up	
1148	Attorney Monteleone	31:28 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	
1149	Attorney Monteleone	42:16 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	
1150	Attorney Monteleone	42:42 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.	
1151	Attorney Monteleone	42:59 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.	

		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 discouraged.	
1152	Attorney Monteleone		
1153	Attorney Monteleone	43:40 Was there a point in time that you did you called off the search? Drew Pierce 43:48 Yeah,	
1154	Attorney Monteleone	43:49 when was that? Drew Pierce 43:51 It's a probably within a couple months of this one.	
		43:59 And to any knowledge of how real estate prices have evolved since then, since spring of 2021	
1155	Attorney Monteleone	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,	
1156	Attorney Monteleone		
1157	Attorney Monteleone	46:08 and was, is your fiancé joining you in this, in this adventure? Drew Pierce 46:15 Yes,	
		46:15 and oh how 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.	
1158	Attorney Monteleone		
		47:27 how do you how would you characterize your your experience? Have you been able to to you felt stuck? Drew Pierce 47:36 Yeah.	
1159	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	
1160	Attorney Monteleone		
1161	Attorney Monteleone	48:00 no further Questions. Drew Pierce 48:05 I apologize for emotional Rate lol	
		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 while, BUILDING ALONE	
1162	Defendant Rinaldi		
		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 pretty quick. So is that fair to say as well? Drew Pierce 50:10 Yes Price wasn't talked about	
1163	Defendant Rinaldi		
		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 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	
1164	Defendant Rinaldi		
	<b>Defendant</b>	<b>50:42 we didn't talk about anything like price wise or stuff like that, Drew</b>	
<b>1165</b>	<b>Rinaldi</b>	<b>Pierce No</b>	
		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 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	
1166	Defendant Rinaldi		
		53:15 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	
1167	Defendant Rinaldi		
		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 CLUE ABOUT NEGOTIATIONS	
1168	Defendant Rinaldi		
		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 Pierce 55:00 I mean, at that time, there's a lot going on. Yeah, I really don't have a straightforward answer.	
1169	Defendant Rinaldi		
		55:09 That's fine. Drew Pierce 55:10 Everything was kind of old.	
1170	Defendant Rinaldi		
		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 say the basis? Because that was before the painting paving came out, Drew Pierce 55:45 not that I recall.	
1171	Defendant Rinaldi		
		55:47 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,	
1172	Defendant Rinaldi		
		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 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,	
1173	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,	
1174	Defendant Rinaldi		
		56:39 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	
1175	Defendant Rinaldi		
		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 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.	
1176	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	
1177	Defendant Rinaldi		
		58:30 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.	
1178	Defendant Rinaldi		
		59:04 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	
1179	Defendant Rinaldi		
		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 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.	
1180	Defendant Rinaldi		
		Yeah , I know it was crazy Drew Pierce 1:04:59 for me to you know. To remember specific details. Missing money	
1181	Defendant Rinaldi		
		Yeah, 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	
1182	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	
1183	Defendant Rinaldi		
		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 you it was the paving	
1184	Defendant Rinaldi		
		3:49 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.	
1185	Plaintiff Pierce		
	<b>Defendant</b>	<b>3:59 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.</b>	
<b>1186</b>	<b>Rinaldi</b>	<b>I don't know Wow WOW UODATED SPEC NOT PART OF CONTRACT</b>	
<b>1187</b>	<b>Plaintiff Pierce</b>	<b>says 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.</b>	
1188	Defendant Rinaldi		

		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.	
1189	Attorney Monteleone	6:14 I mean, this is under oath. We have	
1190	Defendant Rinaldi	6:18 an established looking I in. Justice Daniel Billings	
1191	Attorney Monteleone	6:23 Okay, what are your questions	
	<b>Defendant</b>	<b>6:25 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</b>	
1192	<b>Rinaldi</b>		
1193	Plaintiff Pierce	6:51 I'm on page three. Line 12. Yeah,	
	<b>Defendant</b>	<b>7:10 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</b>	
1194	<b>Rinaldi</b>		
1195	Plaintiff Pierce	ask the question more time. Mike,	
	<b>Defendant</b>	<b>so 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.</b>	
1196	<b>Rinaldi</b>		
1197	Plaintiff Pierce	Okay,	
	<b>Defendant</b>	<b>so 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,</b>	
1198	<b>Rinaldi</b>		
1199	<b>Plaintiff Pierce</b>	<b>Mikey, I was buying what you were building.</b>	
		<b>7:51 I don't quite understand the question you're asking me. I mean, the house you're buying what you're building.</b>	
1200	<b>Plaintiff Pierce</b>		
		<b>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, 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,</b>	
1201	<b>Defendant</b>		
1202	<b>Rinaldi</b>	<b>I don't know.</b>	
		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 elaborate on that? What you witnessed t	
1203	<b>Defendant Rinaldi</b>		
		<b>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</b>	
1204	<b>Plaintiff Pierce</b>		
1205	<b>Defendant Rinaldi</b>	11:19 you have any Have you presented any evidence? Have you guys sent any evidence of that?	
		<b>11:23 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.</b>	
1206	<b>Plaintiff Pierce</b>		
		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 that	
1207	<b>Defendant Rinaldi</b>		
		<b>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 regarding why I didn't close.</b>	
1208	<b>Defendant Rinaldi</b>		
		<b>12:11 Yeah you wanted more money. That's what I gathered from the whole situation</b>	
1209	<b>Plaintiff Pierce</b>		
1210	<b>Defendant Rinaldi</b>	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	
1211	<b>Plaintiff Pierce</b>	16:10 after sale fell through?	
1212	<b>Defendant Rinaldi</b>	Yes	
		<b>I just continued to look online and buy my on my own and there was nothing available.</b>	
1213	<b>Plaintiff Pierce</b>		
1214	<b>Defendant Rinaldi</b>	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 time. Time is money for those guys.	
1215	<b>Plaintiff Pierce</b>	16:27 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.	
1216	<b>Defendant Rinaldi</b>	16:40 No, at that point, no	
1217	<b>Plaintiff Pierce</b>	25:53 so we previously testified that he didn't ask for. Is that accurate,	
1218	<b>Defendant Rinaldi</b>	25:59 that I didn't ask for upgrades. Yes, no, I didn't ask you for upgrades.	
1219	<b>Plaintiff Pierce</b>	26:03 So not the drywall in the garage, and asked to have the drywall completely done in the garage.	
1220	<b>Defendant Rinaldi</b>	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 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.	
1221	<b>Plaintiff Pierce</b>	26:30 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,	
1222	<b>Defendant Rinaldi</b>	26:43 asked answered by Mr. Rinaldi's only save it	
1223	<b>Attorney Monteleone</b>	26:47 so moving the pipes in the basement. Justice Daniel Billings	
1224	<b>Defendant Rinaldi</b>	26:57 What are you talking about? You can 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, so he could have maximum	
1225	<b>Defendant Rinaldi</b>	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	
1226	<b>Plaintiff Pierce</b>	27:21 I said, I not trying to beat you up. Unknown	
1227	<b>Defendant Rinaldi</b>	27:26 I did it, yeah, keep it going.	
1228	<b>Defendant Rinaldi</b>	27:34 Well, I mean extra work again, I want to testify, but I think Andy just was overzealous or something. I'm not sure	
1229	<b>Plaintiff Pierce</b>	27:41 all the pipes being in yet. They may have been, I don't think they were. What	
		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	
1230	<b>Defendant Rinaldi</b>		
1231	<b>Plaintiff Pierce</b>	Can you ask the question again	
	<b>Defendant</b>	<b>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?</b>	
1232	<b>Rinaldi</b>		
1233	<b>Plaintiff Pierce</b>	30:23 I had every right to have the paving. It was in the spec sheet.	
	<b>Defendant</b>	<b>30:27 I understand, but I'm saying during anytime, did you demand that that be included?</b>	
1234	<b>Rinaldi</b>		
1235	<b>Plaintiff Pierce</b>	<b>30:31 I don't recall. Okay.</b>	
		Defendant 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	
1236		30:53 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	
1237	<b>Attorney Monteleone</b>		

		<b>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 hasn't even asked a question yet. So the objection for now is overruled you can ask your question.</b>	
1238	Defendant Rinaldi		
1239	Defendant Rinaldi	31:29 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?	
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 phone. I think I actually got a new phone number as well, and I couldn't recover those text messages.	
1241	Defendant Rinaldi	31:50 But knowing that you're going to file a lawsuit right away,	
1242	Plaintiff Pierce	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 for those messages	
1243	Defendant Rinaldi	32:00 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	
1244	Plaintiff Pierce	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 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?	
1246	Plaintiff Pierce	Yes	
1247	Defendant Rinaldi	and he was unable	
1248	Plaintiff Pierce	32:46 to my knowledge yes	
1249	Defendant Rinaldi	<b>32:51 So there's nothing, no reason why you guys didn't turn over those obviously</b>	
1250	Plaintiff Pierce	<b>32:53 No we just simply didn't have them</b>	
1251	Defendant Rinaldi	<b>32:57 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?</b>	
1252	Plaintiff Pierce	Between you and Andy	
1253	Defendant Rinaldi	<b>No, anything indicating. Are you aware of anything indicating I breached the contract that indicates that</b>	
1254	Plaintiff Pierce	<b>33:19 I don't know anything about what was said between you and Andy</b>	
1255	Defendant Rinaldi	<b>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 knowledge, are you aware of any anything that indicates I breached the contract?</b>	
1256	Plaintiff Pierce	<b>33:35 I'm not an attorney. I don't really understand the question.</b>	
1257	Defendant Rinaldi	<b>33:40 Okay, so not your knowledge. I guess</b>	
1258	Plaintiff Pierce	<b>33:43 I, I guess. I just don't quite understand how to answer that question.</b>	
1259	Defendant Rinaldi	Okay,	
1260	Plaintiff Pierce	<b>that's why I hired an attorney, because I don't understand the law.</b>	
1261	Defendant Rinaldi	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 said, that is this accurate?	
1262	Plaintiff Pierce	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? Exact figure? I have no idea	
1263	Defendant Rinaldi	35:18 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	
1264	Plaintiff Pierce	<b>35:34 I don't believe I was paying for 4000 I think they were waiving commissions</b>	
1265	Defendant Rinaldi	35:38 That's my understanding. No, no, that's separate from commission. But yes, that was my 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.	
1268	Defendant Rinaldi	Yes	
1269	Plaintiff Pierce	<b>36:39 I don't recall. I don't recall</b>	
1270	Defendant Rinaldi	36:50 in that folder, Exhibit this black one here. Yes, the atlas 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	
1271	Plaintiff Pierce	second page	
1272	Defendant Rinaldi	yep, payoff for first mortgage loan to Lincoln capital LLC, 148,766 you see that	
1273	Plaintiff Pierce	I have a different figure here.	
1274	Defendant Rinaldi	They might be backwards.	
1275	Plaintiff Pierce	I have 145,000	
1276	Defendant Rinaldi	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 same place,	
1277	Plaintiff Pierce	37:39 section 12,	
1278	Defendant Rinaldi	yes	
1279	Plaintiff Pierce	148,766	
1280	Defendant Rinaldi	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 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?	
1281	Plaintiff Pierce	<b>I don't know</b>	
1282	Defendant Rinaldi	So no one said that there's escrow money being held. And you know, it's weird, I get it	
1283	Plaintiff Pierce	38:26 I know there was supposed to be escrow funds held back	
1284	Defendant Rinaldi	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 you had any knowledge of that or not.	
1285	Plaintiff Pierce	So I was just trying to buy a house	
1286	Defendant Rinaldi	I know, I know. I know. Duress	
1287	Defendant Rinaldi	<b>53:04 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?</b>	
1288	Attorney Monteleone	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 apply.	
1289	Defendant Rinaldi	53:32 Did they ever discuss, you know, Lincoln possibly taking the house and whatnot.	
1290	Plaintiff Pierce	<b>53:42 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.</b>	
1291	Defendant Rinaldi	Yeah	
1292	Plaintiff Pierce	I'm sure it was definitely said WOW Duress	
1293	Defendant Rinaldi	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 insulation, insulation in that big bonus room that was missing, and they did the freaking, you know,	
1294	Plaintiff Pierce	inframed,	
1295	Defendant Rinaldi	<b>yeah, um, and do you recall Andy screaming at me during that?</b>	

1296	Plaintiff Pierce	54:33 I recall everybody screaming at everybody	
1297	Defendant Rinaldi	54:34 that was nuts	
1298	Plaintiff Pierce	I can't specify who was screaming at who but it was very chaotic	
1299	Defendant Rinaldi	54:39 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,	
1300	Attorney Monteleone	54:50 objection calls for speculation beyond this, this witness personal knowledge	
1301	Justice Billings	54:56 objection overruled	
1302	Plaintiff Pierce	Repeat the question	
1303	Defendant Rinaldi	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 with me when, you know, really, they were benefiting. Well, you would have benefited if they allowed it to closed.	
1304	Plaintiff Pierce	55:21 I don't really know. I mean, I think it was just everybody yelling at everyone and pointing the finger at everyone	
1305	Defendant Rinaldi	55:26 mostly me	
1306	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	I 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,	
1311	Defendant Rinaldi	no, it was, it was nuts.	
1312	Plaintiff Pierce	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, rocky wetlands a lot. You know,	
1313	Attorney Monteleone	58:21 the question is essentially testimony, yeah, I will.	
1314	Defendant Rinaldi	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 know, he's building himself. You know, it's going to take, you know, take a while.	
1315	Plaintiff Pierce	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 to get this project done. Yeah.	
1316	Defendant Rinaldi	58:53 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,	
1317	Plaintiff Pierce	59:03 I wasn't filled	
1318	Defendant Rinaldi	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 substance.	
1319	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	
1320	Plaintiff Pierce	59:27 fixed. Yeah, I just really remember you. And then all your gentlemen	
1321	Defendant Rinaldi	59:30 yelling. Everyone	
1322	Plaintiff Pierce	59:33 was very chaotic. I don't respond well to those. Yeah, it was	
1323	Defendant Rinaldi	59:35 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.	
1324	Attorney Monteleone	Objection 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	
1325	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 between you and him. Was between maybe Andy and him, Unknown 1:00:43 or something along those lines,	
1326	Defendant Rinaldi	I hardly ever spoken. Okay, Demand	
1327	Plaintiff Pierce	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 to be closed, actually affect you?	
1328	Attorney Monteleone	Well, 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	
1329	Plaintiff Pierce	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 transaction from closing? Why is that?	
1330	Attorney Monteleone	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, right? Do you remember us having that conversation when you very first met,	
1331	Defendant Rinaldi	Got you	
1332	Plaintiff Pierce	I don't recall specifically saying that, yeah, I could have,	
1333	Defendant Rinaldi	that conversations for many years ago,	
1334	Plaintiff Pierce	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, so you weren't aware if	
1335	Defendant Rinaldi	I wasn't involved in any of those conversations, they were back and forth with you	
1336	Plaintiff Pierce	So Matt, so was when Matt was screaming at me, you weren't	
1337	Defendant Rinaldi	I don't believe I was even present for that. I don't, believe Matt was even at the office	
1338	Plaintiff Pierce	okay, oh, really	
1339	Defendant Rinaldi	I don't recall. I know that I had zero involvement with those conversations.	
1340	Plaintiff Pierce	Yeah, I got you.	
1341	Defendant Rinaldi	I was just at the closing table	
1342	Plaintiff Pierce		

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 buying But 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 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 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 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 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 Lord's 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. RinaldiThe forwarded section isn't there

157Defendant RinaldiI'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

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192Realtor Andy LordNo

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196Realtor Andy LordI don't know. I mean,

197Attorney 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?

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 Monteleonehow 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?

208Realtor 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.

221Attorney MonteleoneCan 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 MonteleoneI 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 RinaldiThat'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 as 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 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

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 RinaldiYou'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 RinaldiI'm sorry. I Believe you have everything.

571Attorney 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.

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 number 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.

625Realtor 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 Matheson . 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.

701Attorney 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 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,

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 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 text 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'mIt'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 grand 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 that's 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 Rinaldi40:31 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 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

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?

884Defendant 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 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 that 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 Rinaldi8:30 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 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 escrows 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 i

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 previous 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 intnded 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 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 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 get 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 believe 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 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 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 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 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, it's 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 Rinaldi50:42 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 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 specific 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 tell you why. 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 Rinaldi11:19 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 Rinaldi27:45 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?

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 Pierce36:34 to fix things.

1268Defendant Rinaldi36:35 Yes

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 Pierce36:51 second page

1272Defendant Rinaldi36:52 yeah, payoff for first mortgage loan to Lincoln capital LLC, 148,766 you see that

1273Plaintiff Pierce36:53 I have a different figure here.

1274Defendant Rinaldi36:54 They might be backwards.

1275Plaintiff Pierce36:55 I have 145,000

1276Defendant Rinaldi36:56 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 same place,

1277Plaintiff Pierce36:57 section 12,

1278Defendant Rinaldi36:58 yes

1279Plaintiff Pierce36:59 148,766

1280Defendant Rinaldi37:00 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 Pierce37:01 I don't know

1282Defendant Rinaldi37:02 So no one said that there's escrow money being held. And you know, it's weird, I get it

1283Plaintiff Pierce37:03 I know there was supposed to be escrow funds held back

1284Defendant Rinaldi37:04 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 Pierce37:05 So I was just trying to buy a house

1286Defendant Rinaldi37:06 I 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 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