

PART 1 of 4

Justice Daniel Billings 0:01

We're on the record here in, Cumberland County Superior Court. Is June 11, 2024 we are here for trial in the matter of CV-21 138, Drew Pierce et al versus Anthony Rinaldi et al. We have folks identify themselves. So the record, starting with Attorney for the plaintiff.

Attorney Monteleone 0:26

Good morning your honor. James Monteleone for the Plaintiffs Thank you.

Defendant Rinaldi 0:30

Good morning your honor. Anthony Rinaldi, pro se,

Justice Daniel Billings 0:32

thank you. We are here for trial today, pending before the court is the plaintiff's motion for a spickler order, that order is denied. The relief sought in the order is an extreme relief, and the court believes that the circumstances in this case fall short of the circumstances that would justify such relief. The and the court has doubts whether it would be in the Court's authority as the trial court to enter a spickler order, which would deny the defendant's right to file with the law court. From the court's research when that has been done, that has been done by the law court. So the request for a spickler order is denied. Also pending before the court is the defendant's motion for me to recuse court will note that it was filed yesterday afternoon at 3:55pm on the eve of trial, court has reviewed it. The I have not compared it to a transcript. The quotes, I believe are accurate. They certainly sound like things that I remember saying, and if the law court ultimately it will first if there is a judgment against the defendant, and the law court believes I crossed any lines, they'll tell me so on appeal, so that motion is denied as well. So we are here for trial today, and plaintiffs Council can begin with opening arguments opening statement.

Attorney Monteleone 2:30

Please the court This case is about a Residential Purchase and Sale Agreement between a buyer and a first time SPEC builder. It's happening in the fall of 2020, through the spring of

2021, a point in time when the real estate markets were spiking dramatically amid the covid pandemic. Now defendant Rinaldi was the seller and the builder in that contract. Mr. Rinaldi had no no prior experience as a general contractor, as a SPEC builder. This was his first house of this nature. He had no experience budgeting expenses for a full size project. He had no experience working with with construction lenders. He had no experience managing time on a on a full scale project, and he had no particular appreciation for the commitments that he made. No the parties were under contract for house that Mr. Rinaldi was actively building. Rinaldi had redesigned the build that he had had previously had under contract to have some additional, some different features. He outlined those features in a summary, provided those features to the to the buyer, Drew Pierce and then had a conversation, confirming that those features are what he was actively building. The framing of what he was building is, was there, there to be seen, in turn, seeing that Mr. Pierce was, was was pleased. Put in a he put in an offer for the amount that Rinaldi's, agent Expressed he was asking for \$385,000 now he did so with the understanding that that reflected what he saw in papers, what Mr. Rinaldi told him he was building his agent put together an offer using a scope of work from from the original listing, because that was the only one that was available, recognizing, understanding that that would be the new bill would be updated. In fact, it was a month later, Mr. Rinaldi provided a corrected version of the spec sheet that showed what he was actually building, and it was immediately signed by the buyers. I. Now this project was promised to be completed in November of 2020 come November 2020, it was nowhere near completion. Mr. Pierce was actually quite quite patient. Worked with him, gave him time and allowed for extensions. Ultimately, it extended out through no through the following March. When March came, there had been, it was on track. There had been no, no issues with what Mr. Was, what Mr Rinaldi, what Mr. Rinaldi was building, what Mr. Pierce was buying. Ultimately, they go through the process that's common in closings, if of getting a final appraisal, in which they identify issues that are incomplete, and the bank said these items are the contract they're incomplete, we need to hold escrow for them. Those provided Mr Rinaldi, no objection. The objection happens the first time the day before closing. On that day, Mr Rinaldi, for the first time, receives the HUD one office statement summarizing how proceeds will be dispersed to the seller, and he sees for the first time that he will ultimately receive less than \$3,000 in proceeds on the sale that he'd been working for have built on the construction he'd been working for for months. No doubt, Mr. Rinaldi was inaccurately was unable to track what he had spent on the project, what contractors what subcontractors were paid, how the lender went about paying for those contractors. Didn't discover that until he sees the bottom line what he's going to receive. Only then he says, I'm not doing this. He's aware that at that point in time, the real estate market had gone up. Supply with there was no supply. Demand was high. He was he was well aware of that, and he made that clear as he was telling the buyer, I don't

have to do this. Concessions were made to try and induce Mr. Rinaldi to follow through on his obligations. Specifically, he was objecting to paying whether or not he had to, had to pay, whether the term that's referenced in the contract as blacktop was meant by providing gravel. Mr. Rinaldi contended that Gravel was that top and so he didn't have to pay that escrow, and contended that the plaintiff, the buyer, was in breach. Ultimately, Mr. Rinaldi refused to attend a closing, leaving Mr. Pierce and his agent sitting at the closing table on the last day of the contract, a last, last effort to try and induce Mr. Rinaldi to come with additional concessions. And commissions were written off. Additional payments were offered Rinaldi refused. Said, I don't have to well A week later, Mr Rinaldi received a letter from council saying your in breach of contract. In response, he was invited to mediate. Let's try and resolve this problem. We can. We can bridge this gap. Mr Rinaldi refused. Instead, he relisted the property with a different broker, and within days of relisting it, put it under contract for \$102,000 more than the contract that Mr. Pierce had now, three years later, the plaintiff is here asking the court for the benefit of his bargain that Mr. Rinaldi failed to appreciate. It's required three years of litigation because Mr. Rinaldi refused to mediate from the get go. And with that drew is Drew Pierce has been, has been left to fend for himself. He's been unable to find another house. He was unable, he was unable to find another house in Maine, and ultimately abandoned his search because of because prices had gone up, and we're here three years later, trying to recover. What it take, what it took to close that gap in 2021

Justice Daniel Billings 9:46

Thank you. Thank you. Mr. Rinaldi, I'll hear from you.

Defendant Rinaldi 9:55

So what the court's going to hear is actual evidence. That is supported by facts, not allegations, not just I mean, James is a good talker. He's very good talker. He's very impressive. I have no issues, actually, with Drew. My issues are with the realtors. I believe Drew is a victim to some extent, but we both are. But that's not on me, that's on the realtors. So nonetheless, pretty much everything he just presented is false. I do have prior experience building. I've built multiple homes. I'm a good builder. I've been building for a long time. When you build a house, the materials are pretty much fixed. No matter how if you got no experience or you got a ton of experience, your materials are going to be fixed. The labor is the one that's hard to manage. Now, yes, this was my first house on my own. It's the first house where I got the loan they don't tell you, you know, if something goes

wrong. You have to pay for the labor, install the materials, and then the draw comes later. And so I was forced to build it on my own. So I'm sleeping in my van, working around the clock, building a house and not cutting any corners, not skipping any steps, doing it the right way. Now, I was contracted to build a three bedroom, two and a half bath, 1900 square foot home immediately after they had the option of the bigger home or the smaller home. Yes, I had made some changes, but that does not change the square footage the bonus room of the garage was never to be finished. That was asked later on. Now, yes, I did sell \$102,000 more, but there are \$100,000 in upgrades that were requested that weren't paid for. So it seems kind of foolish to ask them for 100,000 upgrades and not pay for them, and then say, I want to sue you for those upgrades. So it's just, it's just, it's foolish. You know, the realtors, there was money, money embezzled, and came to my attention. I was pretty upset about it. And prior to he says on the fourth was the first time I said anything. That's just not true. Although way back to you until February 23 Matt, one of the realtors, was, we're going to get you more money. We're going to get you more money. That was before the painting and paving. So they're trying to provide me more money. What for? Clearly, because of the upgrades in the text, every bit of evidence, everything I present to the court is going to be supported by evidence that it's not just going to be allegations. It's not going to just be good talk. Going to just be good talk, it's going to be supported by actual evidence. Both Realtors were involved with the case. When the case was filed, it wasn't about the paving. They filed the case saying that I sent a text message saying that I will close someone else more money. That text does not exist. I never said that. I was very, very clear why I wasn't closing. And it wasn't on the fifth that the breach that the deal fell through. It was on March 4. On March 4, they were trying to give me more money for the money that was missing and the unpaid upgrades. They came up a little, not nearly enough. And then I noticed, I'm upset, because I just, I'm sleeping in my van building this house. I should get compensated for it. I didn't do anything wrong. The labor was extremely low because I did it myself. The materials are fixed price, so per square foot, I built that house cheaper than anybody around, and yet I'm not going to make any money when people build it for a much higher square footage and make money just not logical. I mean, why would any builder do that? So nonetheless, on the fourth is what I did realize about the painting and painting, the painting I knew about, if you go back to February or something, Matt said, work over the weekend, you can make back the escrows. He was referring to the painting. I finished the painting. It was a long weekend, so I wanted that money removed as I should, and they had already come up for the money that was stolen and the upgrades and whatnot, not enough, but came up, and I'm like, Well, I want this too. I mean, I just built the house. I should get compensated accordingly. I shouldn't be walking away with peanuts after I just, you know, nine months, you know. And then they mentioned that delays. This was during the height of covid. We had material shortages. There was a industry wide,

shortage of materials and labor prior to covid. Covid happens, and now you can't get PVC. I couldn't get two by six windows. I had to get two by four windows and build extension jams. I mean, it was, it was a difficult it caused delays, nothing, because delays was meeting with his realtor all the time and having all these questions in them. And then the contractor came in for landing that messed stuff up, and I had to fix it. So yes, there were delays, but a lot of it wasn't on me. I mean, when I dealt with what I pulled off to build a house, almost single handedly, not just any house. This house is gorgeous. It's a beautiful custom, custom home. I built that thing in nine months, almost single handedly. That's That's remarkable. Most builders couldn't do that. I care. Like, I'm a good contractor. Drew I actually, like, I think he's a good guy. He was misled. I mean, I had his deposition right here. He wasn't even told why the closing fell through He didn't, he wasn't even aware, you know. So the realtors are taking money, doing this and that, and playing both of us. So unfortunately, you know, again, I my, my heart breaks for him, because he, I believe he did get the raw end of the stick, but I did too. So his gripe should be with the realtors, not with me. I did nothing wrong. I built a house. Im a man of my word. I did everything right, and everything he's presented to you just not, not accurate. So when we filed the first extension, they got me to sign this rate lock. If you look at the evidence and they say, sign the extension, and you pull these things out, you just hit click, and. Enter it and you can't see the document, and then the document right there. It says, rate lock. So I sign that and not have no clue of the rate lock till the end. And then in January, they tried to get me to sign another extension with \$500 a day. I would have paid 30 grand at closing to them for what I did, nothing wrong, like I literally built this house in record time. So it's just, it's crazy. These Realtors did not, you know, did not behave themselves, both of them for landing real estate. There's a third realtor that checks were issued to. The plaintiffs, his realtor had my bank issuing checks to any other landing agent. That's just insane. I mean, that really, like that happened. And it just so happens I had like, \$100,000 or \$90,000 left in equity. Just so happens. Just so happens it came. They really, they're bill came to exactly what I have left in equity. They saw what I had in equity. They just took it, and then I was just like, You kidding me? I really have to pay you the \$100 at closing. That's what the number was. And which, obviously I'd be upset. I mean, I'm sleeping in my van. I'm building this house. I'm not skipping any steps. I'm very thorough. I'm good contractor. I've never had any issues. I've built many houses I know what I'm doing, and it's, you know, it's insane to say otherwise. So again, even if I have no experience, the issue when you're building a house, where it goes wrong is labor, not materials. Materials are going to cost XYZ in my house, they're all the same materials. So yes, they go up and down, but I already purchased materials pre covid. So if anything during that time, builders were getting out of contracts because of covid. They were saying, hey, materials have gone up. I know we have a contract, but because of covid, I want to renegotiate. And they were negotiating up, not down. So for me to have to pay \$30,000 at

closing when they can't even point to a text or something where I did something wrong. I did everything right. I mean, I was literally working around the clock. I'm very close to my son. My son's a 16 year old. He is probably one of the top two or three baseball players in the state. He's a freshman. He could throw almost 90 miles per hour. I'm very proud of him. He's my life. My life Revolves around him, and I didn't see him for nine months, and that's a big deal for me, because he lives with me I have 100% of the time. And, yeah, just get emotional talking about because he's just, you know, so, yeah, I mean, I'm sacrificing my mom had cancer, looking after my son, like to, you know, get stolen from and taken advantage of, and then they look like I'm the bad guy when I did nothing wrong. I mean, there's a lot of bad contractors that do. I'm not one of them, so it's just an insult to even be in this courtroom right now and have to wait three years, spend 3000 hours of my time to learn the law, to fight the law, and to, you know, and I have no issues with you. I've looked at your record. You were probably one of the best judges in the state. I have no issue with you. I really don't. I was really excited when you took the case. I really was, you know, Justice O'Neill, unfortunately, just,

Justice Daniel Billings 17:43

it's not about the judge. You don't need to appologize

Defendant Rinaldi 17:47

I just

Justice Daniel Billings 17:47

move on.

Defendant Rinaldi 17:48

You know, I do feel bad about filing that I just

Justice Daniel Billings 17:50

don't, don't worry, yeah, nonetheless, I don't take any of this.

Defendant Rinaldi 17:58

I appreciate that. I do so but nonetheless, everything I'm going to present to the court is going to present to the court is going to be supported by evidence. None of it's going to be allegations, and it's going to show that when they filed a lawsuit, nothing was truthful, you know. And again, my issue isn't with Drew, you know, my issues with the realtors and my issues is with, you know, Mr. Monteleone because I don't believe he treated me fair and acted in good faith. So, but I look forward to presenting this evidence. I look forward to testifying. I look forward to, you know, getting the truth out there. So I appreciate it. Thank you.

Justice Daniel Billings 18:28

Council, the plaintiff may call first witness

Attorney Monteleone 18:32

Plaintiffs calls Andrew, Lord, I

Justice Daniel Billings 18:34

So Mr. Lord, try to keep that microphone generally in front of you. The most important thing is that you keep your voice up when you're testifying that way, both the microphone picks it up and everybody here in the courtroom can hear you can use maybe you already did, but case you didn't, can you state your first and last name for the record and then spell your first and last name?

Realtor Andy Lord 18:34

Andrew Lord A N D R E W L O R D

Justice Daniel Billings 19:23

thank you . Council

Attorney Monteleone 19:33

morning, Mr Lord

Realtor Andy Lord 19:37

Good morning?

Attorney Monteleone 19:42

No. What do you do for a living?

Realtor Andy Lord 19:45

I'm a real estate broker.

Attorney Monteleone 19:47

And are you licensed?

Realtor Andy Lord 19:51

Yes.

Attorney Monteleone 19:55

Who hired you? What were you hired in association with a. Um, with 451 Cape Rd Property

Realtor Andy Lord 20:04

Yes, I was

Attorney Monteleone 20:04

And by who

Realtor Andy Lord 20:05

Drew Pierce and, Janice Larivere

Attorney Monteleone 20:09

when were you hired by Drew and Janice,

Realtor Andy Lord 20:11

I have to look at the buyer's agreement around early August

Attorney Monteleone 20:17

of when

Realtor Andy Lord 20:18

2020,

Attorney Monteleone 20:21

and at the time, How long had you worked as a broker?

Realtor Andy Lord 20:26

Three and a half years

Attorney Monteleone 20:29

now, what was it that that drew was looking to accomplish with your services?

Realtor Andy Lord 20:38

He was looking to buy a home in maine

Attorney Monteleone 20:41

and what role did Janice play in that

Realtor Andy Lord 20:50

She was co signing the loan for him

Attorney Monteleone 20:50

And to clarify, who's who's Janice

Realtor Andy Lord 20:52

Drew's mother.

Attorney Monteleone 20:55

So looking back to the fall of 2020 Summer and Fall of 2020, what was happening with the house that with the real estate market at that time,

Realtor Andy Lord 21:07

it was going up rapidly. There were multiple offers where the norm on most houses, most properties, were going pretty quickly.

Attorney Monteleone 21:17

And overall, how was, how was the supply of available houses?

Realtor Andy Lord 21:20

It was very low.

Attorney Monteleone 21:21

And how would you characterize the demand,

Realtor Andy Lord 21:23

very high.

Attorney Monteleone 21:24

Now, I'd like to turn and discuss the process of identifying that the 451 Cape property. So when did when did you learn that the 451 Cape Rd property was was being kind of redesigned and offered for sale

Realtor Andy Lord 21:50

early August 2020,

Attorney Monteleone 21:54

and what role did Mr. Rinaldi play in that

Realtor Andy Lord 21:58

he was the builder and the property owner,

Attorney Monteleone 22:03

who was Mr. Rinaldi's agent,

Realtor Andy Lord 22:06

Matt Dibiase,

Attorney Monteleone 22:07

who is Matt Dibiase ,

Realtor Andy Lord 22:08

he's the owner of landing real estate.

Attorney Monteleone 22:12

And is, is landing off? Is landing real estate? More clearly, did you work for landing real estate as well?

Realtor Andy Lord 22:22

Yes.

Attorney Monteleone 22:23

How does that work in a case where you've got two different parties with two different agents within the same real estate office?

Realtor Andy Lord 22:33

Well, each each party would have their own realtor representing them, so it's not a whole lot different than if it was two different real estate agencies one side had the listing one side had the buyer

Attorney Monteleone 22:48

Now, did you receive some kind something from Rinaldi's agent that provided you an overview of what the project entailed?

Realtor Andy Lord 23:00

Yes,

Attorney Monteleone 23:01

if I can refer you to exhibit one in front of you.

Justice Daniel Billings 23:12

Okay, did you provide these to Mr Rinaldi

Realtor Andy Lord 23:17

I did. Yes.

Attorney Monteleone 23:25

What is, what is exhibit one?

Realtor Andy Lord 23:27

It's an email that Matt Dibiase forwarded to me.

Defendant Rinaldi 23:31

Can I object your honor, It's highly prejudicial. This email has nothing to do with with them. I sent it to my realtor a month prior to them. Being involved has absolutely nothing to do with them. Isn't directed to them. I didn't meet them. They weren't even in the picture. I mean, it's highly prejudicial. Has nothing to do with them or this contract.

Justice Daniel Billings 23:51

What's the relevance Council?

Attorney Monteleone 23:53

This is Mr. Rinaldi's agent, providing the buyer's agent with a summary of what is being offered for sale, followed by conversation about the sale price at which it's being offered for sale, including attachments that provided specific information that was relied upon by the parties.

Defendant Rinaldi 24:12

It was directed towards my realtor as a potential that we could build it as to get more money. They were presented with that option, but they chose to go with the lower option. So, I mean, it's kind of fair to say, you know, in our email that wasn't directed, I didn't tell him, Matt, to send it to anybody.

Justice Daniel Billings 24:37

I'm going to overrule the objection at this point. As far as admissibility, I think the argument goes more to weight than a disability credibility. The definition of relevancy is pretty broad. I understand the point that's being made just through all that.

Defendant Rinaldi 24:50

Okay. Thank you, Your Honor.

Justice Daniel Billings 24:54

So you can proceed council

Attorney Monteleone 24:58

Mr lord What's, what's the communication that's happening in the email. In exhibit one

Realtor Andy Lord 25:06

communication is the summary of what the house is going to look like when it's done, from Mr. Rinaldi to Matt Dibiase, to which he forwarded to me

Attorney Monteleone 25:16

and and tell me what, what is, what is the email address for Mr. Rinaldi's agent?

Realtor Andy Lord 25:26

First his agent It's Matt@landinghomesmaine.com

Attorney Monteleone 25:38

now are you able? Are you able? To to infer who drafted the attachment? I should say the source of the attachment,

Realtor Andy Lord 25:53

Mr. Rinaldi.

Attorney Monteleone 25:54

Why? Why do you come to infer that the source is Mr. Rinaldi

Realtor Andy Lord 25:58

Because it comes from his email address,

Attorney Monteleone 26:00

and what's Mr. Rinaldi email address?

Realtor Andy Lord 26:01

SouthernMaineConstruction@gmail.com

Attorney Monteleone 26:03

Do you have an independent basis to um since this email to understand if that's that's an accurate email address for Mr. Rinaldi?

Realtor Andy Lord 26:16

Say that I'm sorry.

Attorney Monteleone 26:18

Have you come to know that that email address is, in fact, Mr Rinaldi's

Realtor Andy Lord 26:21

yes, I have

Attorney Monteleone 26:24

so is it is exhibit one a true, a true copy of the email and summary that you received.

Realtor Andy Lord 26:35

Yes, it is.

Attorney Monteleone 26:35

And what was the purpose for? Why rinaldi's Agent provided it. Provided exhibit one to you

Realtor Andy Lord 26:44

because we were preparing to write an offer on this property. We wanted to know what it was going to look like and what the finishes were kind of

Attorney Monteleone 26:54

move for admission of exhibit one

Justice Daniel Billings 26:57

It will be admitted over the objection. I

Attorney Monteleone 27:09

now, are you aware whether the house of Mr. Rinaldi was building was previously listed

Realtor Andy Lord 27:17

it was

Attorney Monteleone 27:18

and how much was it previously listed for?

Realtor Andy Lord 27:22

I'd have to see the listing

Attorney Monteleone 27:24

Okay. And are you aware of whether the original listing was different in design?

Realtor Andy Lord 27:34

Yes,

Attorney Monteleone 27:36

Now When you received exhibit one in early August of 2020, was the earlier listing? Had the earlier listing expired?

Realtor Andy Lord 27:49

Yes.

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?

Realtor Andy Lord 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.

Attorney Monteleone 28:14

What was the status of this project when you learned about it,

Realtor Andy Lord 28:19

it was partially framed up. The foundation was in that was it really not much else was there.

Attorney Monteleone 28:26

In other words, construction had already had already begun.

Realtor Andy Lord 28:29

Oh yes,

Attorney Monteleone 28:32

now, so in the build that that Mr. Rinaldi had outlined what were, what were the specifications of what was being built.

Realtor Andy Lord 28:48

It was going to be a four bedroom two and a half bath, 2269 square foot house with a farmer porch and a two car garage with a room above it.

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?

Realtor Andy Lord 29:13

Yes, I did.

Attorney Monteleone 29:14

And and what did Mr. Rinaldi's agent inform you was the was the asking price?

Realtor Andy Lord 29:20

It was going to be \$385,000

Attorney Monteleone 29:26

so subsequently, did you have opportunity to visit the site and the construction underway?

Realtor Andy Lord 29:32

Yes I did.

Attorney Monteleone 29:33

When did that happen?

Realtor Andy Lord 29:34

Prior to writing our offer,

Attorney Monteleone 29:37

approximately relative to when you received exhibit one

Realtor Andy Lord 29:40

in the first week of August. Within that week,

Attorney Monteleone 29:45

when you visited the property, did you have opportunity to meet with Mr. Rinaldi at the site?

Realtor Andy Lord 29:50

Yes.

Attorney Monteleone 29:53

What did you discuss with Mr. Rinaldi while you were there,

Realtor Andy Lord 29:56

we discussed the scope of work, the finishes and then the timeline for it to be completed,

Attorney Monteleone 30:01

and what, what was that said it different was, was that scope of work that he described any different than what you you had see him summarizing in exhibit one?

Realtor Andy Lord 30:12

No, it's consistent with that

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?

Realtor Andy Lord 30:23

No, it appeared to be accurate as to what he was building.

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?

Realtor Andy Lord 30:36

Yes

Attorney Monteleone 30:36

. What were those features?

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

Attorney Monteleone 30:47

So in other words, in the original build design, those features weren't, weren't part of it

Realtor Andy Lord 30:54

correct.

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

Realtor Andy Lord 31:12

Yes.

Attorney Monteleone 31:13

And what did that include?

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,

Attorney Monteleone 31:33

all right? And how did he, how did he describe that, that room above the garage

Realtor Andy Lord 31:44

that was going to be the fourth bedroom.

Attorney Monteleone 31:46

But was there kind of a particular phrasing that he used to describe that space?

Realtor Andy Lord 31:52

I think we talked about we used the phrase bonus room.

Attorney Monteleone 31:55

Did, did Mr Rinaldi discuss his intentions about as to some of the other amenity features that were identified as being being provided with his anticipated build,

Realtor Andy Lord 32:16

as far as the levels of fishes and tile shower

Attorney Monteleone 32:20

correct in terms of those, the amenities that were outlined in Exhibit one,

Realtor Andy Lord 32:23

The specifications for this was very high end

Attorney Monteleone 32:28

and and did you discuss that with him at the point in time that you were meeting there at the site?

Realtor Andy Lord 32:33

Yes,

Attorney Monteleone 32:34

now at any point in time, did, did Mr Rinaldi present this as being a choice between build one or build two?

Realtor Andy Lord 32:53

No,

Attorney Monteleone 32:56

what was it? What was it presented as

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.

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?

Realtor Andy Lord 33:16

Yes.

Attorney Monteleone 33:20

So I'd like to turn and discuss the process of actually going under contract.

Realtor Andy Lord 33:25

Okay.

Attorney Monteleone 33:26

Now, did you who prepared the contract offer

Realtor Andy Lord 33:29

I did, and

Attorney Monteleone 33:35

what was the offer for,

Realtor Andy Lord 33:37

for the purchase of the completed house,

Attorney Monteleone 33:39

and what was your understanding about what completed house Mr. Pierce was buying

Realtor Andy Lord 33:47

my understanding, it was going to look just like exhibit one.

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?

Realtor Andy Lord 34:00

No.

Attorney Monteleone 34:03

Are you aware of that being expressed by Mr. Rinaldi that he might want something different?

Realtor Andy Lord 34:12

No.

Attorney Monteleone 34:18

Now if I can refer you to exhibit two. What is exhibit two?

Realtor Andy Lord 34:28

It's the executed purchase and sale agreement

Attorney Monteleone 34:30

is, is this? The version? Is this? Essentially the the the executed version of what you, the offer you prepared,

Realtor Andy Lord 34:40

yes, it is.

Attorney Monteleone 34:44

I can refer you back and for pages, you'll see a spec sheet, a spec worksheet. It's headed with. Southern maine construction,

Realtor Andy Lord 35:01

yes.

Attorney Monteleone 35:01

And with that page with a with a Photo Rendering,

Realtor Andy Lord 35:04

yep.

Attorney Monteleone 35:05

Now what is, what is this? What is this spec sheet that is attached to the purchase, sale, offer.

Realtor Andy Lord 35:13

This is the original spec sheet of the original designs before he started construction.

Attorney Monteleone 35:18

Okay. Why? Why include a spec sheet at all

Realtor Andy Lord 35:24

in our contract?

Attorney Monteleone 35:24

Correct?

Realtor Andy Lord 35:25

Because anything that's attached to the MLS listing will include as part of the contract.

Attorney Monteleone 35:31

And and so where, where did you get this from?

Realtor Andy Lord 35:34

It was listed on the MLS,

Attorney Monteleone 35:38

and that that MLS was, was that MLS active at the time

Realtor Andy Lord 35:41

the listing was expired.

Attorney Monteleone 35:44

Was there? Did you have access to different versions of this spec sheet?

Realtor Andy Lord 35:52

Yes,

Attorney Monteleone 35:54

at the time you put in your offer?

Realtor Andy Lord 35:56

No, this was the only one at a time of the offer.

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

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

Attorney Monteleone 36:17

for what was your understanding about how, how that would be addressed as the project went forward,

Realtor Andy Lord 36:33

in what way

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,

Realtor Andy Lord 36:47

yeah, we had requested an updated scope of work.

Attorney Monteleone 36:52

And in your experience, is that someone is that a common, a common practice in new home construction sales

Realtor Andy Lord 36:59

Yes

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

Realtor Andy Lord 37:10

\$385,000

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?

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.

Attorney Monteleone 37:28

And when was that? When was the offer presented?

Realtor Andy Lord 37:42

August. 18, 2020 I'm sorry, August 15, 2020

Attorney Monteleone 37:46

and did, did Mr. Rinaldi accept that offer?

Realtor Andy Lord 37:49

He did.

Attorney Monteleone 37:50

And did Mr. Rinaldi make a counter offer

Realtor Andy Lord 37:53

he did not?

Attorney Monteleone 37:58

Is exhibited after the parties had signed it, did you have an opportunity to to review and confirm that those those digital signatures were effective?

Realtor Andy Lord 38:13

Well, we have software that confirms it

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,

Realtor Andy Lord 38:28

yes , it is

Attorney Monteleone 38:30

move for admission of exhibit two.

Justice Daniel Billings 38:33

Any objections Mr Rinaldi

Defendant Rinaldi 38:34

Nope,

Justice Daniel Billings 38:36

it's admitted without objection

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.

Realtor Andy Lord 39:01

No.

Attorney Monteleone 39:04

What were your thoughts about, about what Mr. Rinaldi was building at this point,

Realtor Andy Lord 39:11

at this point, at this point, yeah, he thought it was going to be a great house. That's what he wanted.

Attorney Monteleone 39:19

After you went under contract? Did you have the opportunity to observe what Mr. Rinaldi how Mr. Rinaldi had kind of proceeded with the construction?

Realtor Andy Lord 39:28

Yes,

Attorney Monteleone 39:29

and did. Did Mr. Rinaldi do anything to suggest that he was, he was changing the build, in other words, to be to go on a different track, to build something different than what he had described to you as what he was intending to build before you offered the contract.

Realtor Andy Lord 39:45

No, he didn't.

Attorney Monteleone 39:51

Did you have opportunity to observe continued work on some of the modified features that he had described?

Realtor Andy Lord 39:58

Yes,

Attorney Monteleone 39:59

such as what.

Realtor Andy Lord 40:01

the farmers porch and the room above the garage, specifically,

Attorney Monteleone 40:05

right? So. So, for example, are you aware that did Mr Rinaldi? If I can clarify work continued on those features beyond what you had seen when you when you presented the contract, or when you saw the property before making an offer?

Realtor Andy Lord 40:23

Yes.

Attorney Monteleone 40:26

Now, how did the corrected spec sheet come to be?

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,

Attorney Monteleone 40:39

so I can turn you to exhibit three. What is exhibit three?

Realtor Andy Lord 40:52

It's an email from Matt Dibiase with the updated spec sheet.

Attorney Monteleone 40:57

Okay, and I Okay, what did you do from exhibit three as to the source of the correct spec

Realtor Andy Lord 41:10

says it came from Mr. Rinaldi's email.

Attorney Monteleone 41:13

And what day? What day was that?

Realtor Andy Lord 41:16

September 13, 2020,

Attorney Monteleone 41:20

if I can ask you a question, there is a reference at the top, kind of in the middle of that email page, to another email that was sent in May of 2021. Is that. Did that relate to kind of compiling documents for this case? At that point in time, when that, when the case was, was pending,

Realtor Andy Lord 41:45

I'm not sure.

Attorney Monteleone 41:46

Okay. Now, if I can ask you to turn two pages, two pages into exhibit three, and we're looking at, we're looking at it, at a document. So what is, what is this portion of exhibit three? What are we looking at

Realtor Andy Lord 42:20

this is what we expected to be built.

Attorney Monteleone 42:23

Was, was this the attachment to the email? Yes. And in what respects Did you recognize that the corrected spec sheet changed the change the specs?

Realtor Andy Lord 42:36

So the two big changes here, the room above the garage and the farmer's porch on the front

Attorney Monteleone 42:42

did the rendering change

Realtor Andy Lord 42:44

from the original contract

Attorney Monteleone 42:46

Correct?

Realtor Andy Lord 42:46

Yes.

Attorney Monteleone 42:52

Now is exhibit three, a true and correct copy of the email and attachments that you received from this Rinaldi's agent.

Realtor Andy Lord 43:00

Yes, it is.

Attorney Monteleone 43:02

And do you regularly maintain, receive, maintain these kind of emails as part of your your sales transactions?

Realtor Andy Lord 43:11

Yes,

Attorney Monteleone 43:13

move admission to exhibit three,

Justice Daniel Billings 43:16

Any objection. It's admitted without objection.

Attorney Monteleone 43:21

Now you mentioned before that the timing was just before the appraisal that correct?

Realtor Andy Lord 43:29

Yes.

Attorney Monteleone 43:34

Why was there? Why was an appraisal happening at this stage, this early stage of proceeding in September of 2020,

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.

Attorney Monteleone 43:53

So what interest did Mr. Rinaldi have in ensuring that specs were accurately stated prior to the appraisal.

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.

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?

Realtor Andy Lord 44:30

Yes.

Attorney Monteleone 44:43

Now, when you received the correct spec sheet in Exhibit three, what did you do with it?

Realtor Andy Lord 44:50

I provided the real estate appraiser.

Attorney Monteleone 44:53

Did you? Did you provide it to your clients?

Realtor Andy Lord 44:56

I did

Attorney Monteleone 44:57

and and what happened with that?

Realtor Andy Lord 44:59

I asked them to sign it

Attorney Monteleone 45:01

Why is that?

Realtor Andy Lord 45:03

Because any anything we process through the transaction, we want to acknowledgement on that they've reviewed it

Attorney Monteleone 45:11

and did, did, Drew and Janice, as the buyers, in fact, approve the correct spec sheet

Realtor Andy Lord 45:20

they did.

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,

Realtor Andy Lord 45:35

because they electronically initialed the spec sheet

Attorney Monteleone 45:37

and where. Where is that at?

Realtor Andy Lord 45:39

It's on the last page on the bottom. ,

Attorney Monteleone 45:45

now there's a number of blank pages that follow that. What are those blank pages?

Realtor Andy Lord 45:53

I don't know what those are.

Attorney Monteleone 45:55

Were those part of the original document that you received from from Mr. Rinaldi's agent?

Realtor Andy Lord 45:58

Yes.

Attorney Monteleone 46:00

Is that why they appear as in this executed version of of the confirmed, actually,

Realtor Andy Lord 46:08

yes,

Attorney Monteleone 46:09

the corrective actually, excuse me, When was it that that that drew and janice signed the correct spec sheet.

Realtor Andy Lord 46:27

September 14, 2020,

Attorney Monteleone 46:32

meanwhile, when did the appraiser visit the property?

Realtor Andy Lord 46:37

I'd have to look at the appraisal.

Attorney Monteleone 46:40

Refer you to exhibit five,

Realtor Andy Lord 46:47

September 14, 2020,

Attorney Monteleone 46:48

and are you aware whether the appraisal that occurred relied on the corrected spec sheet in any way.

Realtor Andy Lord 47:04

Can I review it,

Attorney Monteleone 47:07

please.

Realtor Andy Lord 47:21

It includes the corrective, corrective spec sheet.

Attorney Monteleone 47:28

Does it provide any identification about the size of the build or the number of bedrooms?

Realtor Andy Lord 47:35

Yes, it does.

Attorney Monteleone 47:36

Where is that at?

Realtor Andy Lord 47:37

So after the first page of the spec sheet, there's a measured floor plan.

Attorney Monteleone 47:52

Right? Could you identify on exhibit five where that's at?

Realtor Andy Lord 48:02

It's the page after the rendering,

Attorney Monteleone 48:17

okay, but it also just in terms of, you know that front page summary of the text that was that information provided there incorporated into the appraisers report there as well. And what's your understanding about how that what in what role that information played in terms of the appraiser's ultimate determination of a value to fund the loan.

Realtor Andy Lord 48:46

So what the appraiser would do is they'd find a comparable sold properties that meet the same criteria as far as number of bedrooms, bathrooms, square footage, level of finish

Attorney Monteleone 49:00

is exhibit five, a true and correct copy of the appraisal that you received in this transaction.

Realtor Andy Lord 49:06

Yes , it is,

Attorney Monteleone 49:08

our appraisals regularly prepared in the regular course of real estate transactions.

Realtor Andy Lord 49:14

Yes, they are.

Attorney Monteleone 49:17

Are they typically drafted at or near the time, the date that's shown on there, shown on the page.

Realtor Andy Lord 49:25

Yes.

Attorney Monteleone 49:28

And do you maintain copies of of appraisals as part, as part of you know, your maintenance of transaction files?

Realtor Andy Lord 49:38

Yes,

Attorney Monteleone 49:40

then I move for admission of exhibit five.

Justice Daniel Billings 49:44

Mr. Rinaldi, any objection?

Defendant Rinaldi 49:45

I don't believe. So I No, I don't believe. So, just that. Appraisal from discovery, correct,

Attorney Monteleone 49:52

correct,

Defendant Rinaldi 49:52

yeah, no, I have no issues for that.

Justice Daniel Billings 49:54

It's admitted without objection.

Attorney Monteleone 49:58

Does the appraisal include? updated pictures about where construction stood in, I guess in progress as of as of September.

Realtor Andy Lord 50:10

Yes, it does.

Attorney Monteleone 50:11

Can you identify where that's where that's at?

Realtor Andy Lord 50:15

It's on the page after the map.

Attorney Monteleone 50:23

Okay, so I'm looking at, I think, if I'm looking at the page that at the bottom, it says Pierce 244,

Realtor Andy Lord 50:33

that's correct.

Attorney Monteleone 50:34

And so looking at that photo at the top, what? What are we looking at in that photo.

Realtor Andy Lord 50:40

That's the front side of the building,

Attorney Monteleone 50:42

okay? And does, does the photo at the top of page 244, is that? Is that? Did you well? Did you have the opportunity to to visit the site in mid September?

Realtor Andy Lord 50:55

Yes, I did.

Attorney Monteleone 50:56

And does the photo on page 244, reasonably reflect, accurately reflect, what that what construction looked like as of the middle of September of 2020,

Realtor Andy Lord 51:06

yes, it does

Attorney Monteleone 51:09

so looking at that photo, what do you identify to understand that Mr. Rinaldi proceeded with the build that he described to you.

Realtor Andy Lord 51:18

I can see the foundation, the framing for the farmer's porch, and I can see the gable end on the top of the garage.

Attorney Monteleone 51:26

And was that design consistent with the what was provided in the corrected spec sheet?

Realtor Andy Lord 51:32

Yes, it is.

Attorney Monteleone 51:34

And that was the corrected spec sheet that you received one day before the appraiser went to the site, that's

Realtor Andy Lord 51:41

correct.

Attorney Monteleone 51:52

Now, did you take make any note of what the appraisal identified in terms of the paving of the driveway. How the driveway was going to be developed.

Realtor Andy Lord 52:16

Says driveway surface paved.

Attorney Monteleone 52:18

And can you identify where that's at?

Realtor Andy Lord 52:20

It's on the bottom two thirds under materials condition,

Attorney Monteleone 52:26

then on the far on the far right hand side,

Realtor Andy Lord 52:28

yup

Attorney Monteleone 52:29

Okay. It says driveway surface paved. Okay. What's your understanding as to why reference to a paved driveway is incorporated in the appraisal

Realtor Andy Lord 52:44

because that adds value to the property.

Attorney Monteleone 52:47

Now did was that something that the appraiser just hoped to have?

Realtor Andy Lord 52:51

No it was outlined in the spec sheet,

Attorney Monteleone 52:53

right? And how was it outlined? In the spec sheet, if I can refer you back to exhibit four.

Realtor Andy Lord 53:18

Under driveway. It says black top.

Attorney Monteleone 53:21

Okay, are we looking at the page that's just before, just before the the signature boxes?

Realtor Andy Lord 53:27

Yes, we are.

Attorney Monteleone 53:29

So again, says driveway blacktop.

Realtor Andy Lord 53:31

Yes?

Attorney Monteleone 53:33

Is that? Is the term calling for a blacktop driveway. Is that? Is that unique to the corrected spec sheet?

Realtor Andy Lord 53:42

No, that was on the original spec sheet too. I believe.

Attorney Monteleone 53:54

Now, did the contract require drew to provide confirmation of his of his loan application.

Realtor Andy Lord 54:03

Yes.

Attorney Monteleone 54:04

Is that a common term of a financing contingency in a real estate contract?

Realtor Andy Lord 54:08

Yes, it is.

Attorney Monteleone 54:10

So if I can refer you to exhibit six. What is exhibit six?

Realtor Andy Lord 54:18

This is the made application letter from the lender, right?

Attorney Monteleone 54:22

And how? How do you know this is from the lender.

Realtor Andy Lord 54:26

It was email from Sarah McDonald.

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,

Realtor Andy Lord 54:34

yes.

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?

Realtor Andy Lord 54:58

Yes, it does. I.

Attorney Monteleone 55:00

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

Realtor Andy Lord 55:12

Yes, he's copied on the email.

Attorney Monteleone 55:15

And can you identify where that is at on exhibit six,

Realtor Andy Lord 55:19

yeah, at the first page at the top, it says matt@landinghomesmaine.com

Attorney Monteleone 55:36

exhibit six, a true copy of the email materials that you receive from the lender,

Realtor Andy Lord 55:43

yes, it is

Attorney Monteleone 55:44

and are made application letters routinely prepared and transmitted and real estate transactions,

Realtor Andy Lord 55:51

yes .

Attorney Monteleone 55:52

And as a broker, you receive copies of you routinely receive copies of made application letters,

Realtor Andy Lord 55:57

yes,

Attorney Monteleone 55:58

and you ensure their timely delivery to the other agent,

Realtor Andy Lord 56:02

yes,

Attorney Monteleone 56:03

and to maintain copies of made application letters in your in your transaction records,

Realtor Andy Lord 56:09

yes,

Attorney Monteleone 56:10

move admission of plaintiff. Six,

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 Laura his email signatures at the bottom, Sarah McDonald's email signatures on the top. Nor is there an attachment.

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?

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,

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.

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?

Realtor Andy Lord 58:29

Yes.

Attorney Monteleone 58:32

Did you, in fact, forward emails that that forward exhibit six to me?

Realtor Andy Lord 58:39

Yes .

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.

Realtor Andy Lord 58:58

Yes.

Attorney Monteleone 59:02

And with that, I again renew the motion to move to admit

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

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.

Defendant Rinaldi 59:48

What about the forwarded section? That's not really something that needs to be removed.

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

Defendant Rinaldi 1:00:02

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.

Defendant Rinaldi 1:00:39

Thank you.

Justice Daniel Billings 1:00:39

Yeah , you can continue.

Attorney Monteleone 1:00:44

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?

Realtor Andy Lord 1:01:00

Can I reference the original purchase sale agreement?

Attorney Monteleone 1:01:02

Sure, if I could refer you back to exhibit two.

Realtor Andy Lord 1:01:07

It was expected to close November 12, 2020,

Attorney Monteleone 1:01:13

did that happen?

Realtor Andy Lord 1:01:14

Did not.

Attorney Monteleone 1:01:15

Was it? Was it close to happening?

Realtor Andy Lord 1:01:17

No,

Attorney Monteleone 1:01:18

why not?

Realtor Andy Lord 1:01:19

The bill just wasn't moving forward very quickly.

Attorney Monteleone 1:01:23

What was happening.

Realtor Andy Lord 1:01:27

Nothing was getting done. It was just kind of paused at that point.

Attorney Monteleone 1:01:35

What was what was your What was your perception? That question, did you have experience working with other kind of spec, build, design, build, Purchase and Sale contracts before as a program?

Realtor Andy Lord 1:01:50

Yes

Attorney Monteleone 1:01:51

So relative to that experience, what was your perception about Mr. Rinaldi? He's organization as as a contractor,

Realtor Andy Lord 1:02:02

it was terrible.

Attorney Monteleone 1:02:04

Could you could you elaborate? What do you mean? Why?

Realtor Andy Lord 1:02:10

Well, they went through the whole winter with no heat or power at the property. That does limit, you know what you could do, as far as any drywall or paint, none of that can be frozen. Materials were under snow banks. The yard hadn't been graded. There was no driveway, there was no plumbing.

Attorney Monteleone 1:02:32

So what was, what was your perception about the way, the manner in which Mr. Rinaldi sequenced the project.

Realtor Andy Lord 1:02:42

My impression was there was some there were some things that were out of order.

Defendant Rinaldi 1:02:48

I'm going to object, he's an expert witness on this. I mean, he's an expert for real estate, but not for building.

Attorney Monteleone 1:02:54

He's speaking to his his observations of what was happening with this project relative to what he's seen with other projects. So it's a direct observation.

Justice Daniel Billings 1:03:11

I'll consider it a lay opinion from his personal experience.

Attorney Monteleone 1:03:18

So what was I mean, what did, what would what was your perception as to the manner in which the project was, was being sequenced in order to maximize efficiency?

Realtor Andy Lord 1:03:34

Well, there are no subcontractors lined up for any of the things that Mr. Rinaldi wasn't going to do. There was very little, if any, materials, on site he would make, go get what materials he needed for the day and come back and complete part of the project. But it wasn't, it wasn't laid out on a timeline that we would normally see.

Attorney Monteleone 1:03:59

As a result, what was, what was necessary in terms of the contract terms as to the timing of closing,

Realtor Andy Lord 1:04:08

we had to extend the closing.

Attorney Monteleone 1:04:10

So how was, when did that first, when did that issue first arise,

Realtor Andy Lord 1:04:16

as we were getting closer to the anticipated closing date and realized that it was not going to happen,

Attorney Monteleone 1:04:23

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,

Realtor Andy Lord 1:04:30

we were always a couple weeks away.

Attorney Monteleone 1:04:32

What do you mean

Realtor Andy Lord 1:04:33

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

Attorney Monteleone 1:04:39

So what's your understanding about status of Drew's loan at the time the loan he was he had applied for was approved for, at the time that you missed the November closing

Realtor Andy Lord 1:04:58

Well, at that point you. Interest rates had started to climb back up, and he risked having a higher interest rate which would affect his ability to purchase the property

Attorney Monteleone 1:05:08

correct. So, so what? What happened with that? How did, how was that issue addressed?

Realtor Andy Lord 1:05:16

So we proposed a that Mr Rinaldi pay the difference, and we would lock the rate. Essentially, the lender would guarantee the original interest rate in Mr. Rinaldi would pay the penalty. I guess you'd call it to maintain that.

Attorney Monteleone 1:05:32

Okay, so why is that? Why? Why is Mr. Rinaldi being asked to pay pay that and not Mr. Pierce paying it himself?

Realtor Andy Lord 1:05:40

Because the project so far behind, we had no idea what it was going to be completed.

Attorney Monteleone 1:05:45

Would that have been necessary? The project was on time?

Realtor Andy Lord 1:05:47

No,

Attorney Monteleone 1:05:50

I can refer you to exhibit seven. What is exhibit seven,

Realtor Andy Lord 1:06:00

The addendum, outlining the rate lock

Attorney Monteleone 1:06:08

and what was, what was the purpose of exhibit seven?

Realtor Andy Lord 1:06:11

This is what the fee from the lender would be to guarantee the original interest rate.

Attorney Monteleone 1:06:16

Right. who drafted exhibit seven?

Realtor Andy Lord 1:06:27

I did,

Attorney Monteleone 1:06:28

and was it signed by the parties?

Realtor Andy Lord 1:06:30

Yes, it was.

Attorney Monteleone 1:06:35

And when did? When did Mr. Rinaldi sign it?

Realtor Andy Lord 1:06:39

November, 30 2020.

Attorney Monteleone 1:06:43

In short, what did, really, in short summary, what did exhibit seven provide for,

Realtor Andy Lord 1:06:48

by the, at closing, there would be a credit from the seller to compensate for the additional days past the end of the rate lock, the rate expiration

Attorney Monteleone 1:07:00

And at the point in time that you signed exhibit seven, that the party signed exhibit seven, at the end of November, when did you anticipate closing?

Realtor Andy Lord 1:07:09

I'd have to see the most recent extension at that point.

Attorney Monteleone 1:07:13

What I mean, in other words, what was Mr Rinaldi expressing to you in terms of how far away he was from being done?

Realtor Andy Lord 1:07:20

We weren't very far away.

Attorney Monteleone 1:07:22

So was it? Was it expected that this rate lock extension would impose a significant expense on Mr. Rinaldi?

Realtor Andy Lord 1:07:31

No

Attorney Monteleone 1:07:41

are addendums such as Exhibit seven among the contract documents that you regularly prepare and maintain as part of a transaction.

Realtor Andy Lord 1:07:50

Yes,.

Attorney Monteleone 1:07:52

In case I didn't already ask specific seven is a true copy of the executed rate lock extension?

Realtor Andy Lord 1:07:59

Yes, it is.

Attorney Monteleone 1:08:00

I move for admission appointed seven.

Justice Daniel Billings 1:08:03

It's admitted without objection.

Attorney Monteleone 1:08:10

I can refer you to exhibit eight. What is exhibit eight?

Realtor Andy Lord 1:08:21

The possession prior to closing addendum,

Attorney Monteleone 1:08:23

right? Why was, why was a possession prior to closing addendum necessary in this case,

Realtor Andy Lord 1:08:29

to so the Drew can move into the house?

Attorney Monteleone 1:08:35

But why was it necessary for for for Drew to have some measure of possession of the of the property,

Realtor Andy Lord 1:08:44

because he was moving furniture in there, he had no other place to put it.

Attorney Monteleone 1:08:50

Was that a function of of the timing of project, given that you were in February?

Realtor Andy Lord 1:08:56

Yes, it was,

Attorney Monteleone 1:08:57

in other words, did? Did the did Drew's need relate to delays that you experience.

Realtor Andy Lord 1:09:04

Yes,

Attorney Monteleone 1:09:11

now, what were, and that's what are the terms that exhibit eight provided

Realtor Andy Lord 1:09:26

it. It provides some occupancy of the property.

Attorney Monteleone 1:09:30

Did it require that Mr. Pierce pay any rent?

Realtor Andy Lord 1:09:34

No

Attorney Monteleone 1:09:34

on that.

Realtor Andy Lord 1:09:37

No.

Attorney Monteleone 1:09:38

Why? Why is that fair, that that seems, that seems one sided.

Realtor Andy Lord 1:09:48

I don't know. I mean,

Attorney Monteleone 1:09:50

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?

Realtor Andy Lord 1:09:58

No, it would not have.

Attorney Monteleone 1:10:00

Right. So, are you aware, if Drew in fact, took possession in order to store his property at the at the house

Realtor Andy Lord 1:10:21

he did.

Attorney Monteleone 1:10:22

It's exhibit eight, a true and accurate copy of the possession prior to closing addendum that's executed,

Realtor Andy Lord 1:10:29

yes, it is

Attorney Monteleone 1:10:30

I move for a admission of plaintiffs eight,

Justice Daniel Billings 1:10:33

Objection, without objection,

Attorney Monteleone 1:10:41

now the closing date. How many times was the closing date extended out

Realtor Andy Lord 1:10:51

multiple

Attorney Monteleone 1:10:55

a rough estimate of how many times that had to happen versus the original closing date that was scheduled

Realtor Andy Lord 1:11:00

four to five.

Attorney Monteleone 1:11:01

I'm sorry you said four to five,

Realtor Andy Lord 1:11:02

yes .

Attorney Monteleone 1:11:07

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?

Realtor Andy Lord 1:11:27

None, no.

Attorney Monteleone 1:11:30

So if I can refer you to exhibit nine, when was ultimately, when was? When was the final closing date extended through

Realtor Andy Lord 1:11:42

March 5, 2021,

Attorney Monteleone 1:11:46

and was, was an extension through that date signed by the parties.

Realtor Andy Lord 1:11:54

Yes , it was.

Attorney Monteleone 1:11:55

Is exhibit nine, a true copy of that extension.

Realtor Andy Lord 1:11:58

Yes, it is

Attorney Monteleone 1:12:01

move for admission of plaintiffs nine,

Justice Daniel Billings 1:12:05

it's admitted. Thank you. Submitted without objection

Attorney Monteleone 1:12:11

All right, I can like to turn again and now talk about some of the escrows that were factored into the contract you had mentioned earlier, testified earlier as to the the appraisal that happened in September.

Realtor Andy Lord 1:12:32

Yes,

Attorney Monteleone 1:12:34

was, was additional appraisal work necessary for this transaction?

Realtor Andy Lord 1:12:39

Yeah, there would always be a final

Attorney Monteleone 1:12:42

why is that

Realtor Andy Lord 1:12:45

to ensure that the original appraisal that was presented to the lender, that the project is completed in that manner, and there's the values there?

Attorney Monteleone 1:12:56

Okay, so it relates to basic confirmation of the of the financing

Realtor Andy Lord 1:13:02

correct.

Attorney Monteleone 1:13:05

So was a final appraisal done in this case?

Realtor Andy Lord 1:13:08

Yes, it was,

Attorney Monteleone 1:13:09

if I can turn you to to exhibit 10. What is exhibit 10

Realtor Andy Lord 1:13:17

is the final appraisal,

Attorney Monteleone 1:13:19

and when was that? When was that final appraisal performed?

Realtor Andy Lord 1:13:25

February, 21 2021,

Attorney Monteleone 1:13:36

did the final appraisal. Maybe, before we get there, can I confirm that is exhibit 10, a true and accurate copy of the appraisal report that you received in the course of this transaction?

Realtor Andy Lord 1:13:51

Yes, it is

Attorney Monteleone 1:13:54

move for admission of plaintiffs exhibit 10.

Justice Daniel Billings 1:13:58

Objection,

Defendant Rinaldi 1:13:59

no objections.

Justice Daniel Billings 1:13:59

It's admitted.

Attorney Monteleone 1:14:03

Now Were any issues identified with the final the final appraisal in terms of the project? The build?

Realtor Andy Lord 1:14:15

Yes.

Attorney Monteleone 1:14:15

What were those issues

Realtor Andy Lord 1:14:17

that the landscaping, driveway, paving and some exterior painting and trim cannot be completed due to the weather.

Attorney Monteleone 1:14:24

Okay, help me. Can you? Can you identify where that that issue is discussed in

Realtor Andy Lord 1:14:30

the middle of the second page under certification of completion?

Attorney Monteleone 1:14:45

Okay, now, what was, if we can just identify kind of go through those, those issues separately, so as to the as to the loaming. Okay, the seeding, right? What was, what was the issue? The issue there,

Realtor Andy Lord 1:15:04

the reason it couldn't be done,

Attorney Monteleone 1:15:10

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

Realtor Andy Lord 1:15:14

Because it's in the original scope of work, and it's not been completed yet.

Attorney Monteleone 1:15:20

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

Realtor Andy Lord 1:15:30

So oftentimes we would escrow for that and have it done in the spring when weather permits.

Attorney Monteleone 1:15:37

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

Realtor Andy Lord 1:15:42

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,

Attorney Monteleone 1:15:52

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

Realtor Andy Lord 1:16:00

Yeah, it would go back to the seller.

Attorney Monteleone 1:16:08

So we had the, you know, the the loaming and seeding wasn't completed. What other issues were were identified,

Realtor Andy Lord 1:16:16

as far as the appraisal.

Attorney Monteleone 1:16:18

In the appraisal, in terms of of what was recommended for escrow?

Realtor Andy Lord 1:16:21

It would be the driveway, the landscaping, some exterior painting and exterior trim painting.

Attorney Monteleone 1:16:29

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

Realtor Andy Lord 1:16:39

It was just dirt at that point.

Attorney Monteleone 1:16:41

Okay, by dirt do you mean gravel,

Realtor Andy Lord 1:16:44

yeah, like gravel?

Attorney Monteleone 1:16:47

Was it blacktop?

Realtor Andy Lord 1:16:49

It was not.

Attorney Monteleone 1:16:50

What is blacktop ?

Realtor Andy Lord 1:16:52

Asphalt paving?

Attorney Monteleone 1:16:56

And that wasn't. That wasn't, that wasn't completed at the time. No, it wasn't. Was it possible to complete?

Realtor Andy Lord 1:17:06

I don't believe any of the asphalt plants were open at that in February.

Attorney Monteleone 1:17:15

Now and then, as to the as to the painting, what's the issue with the painting

Realtor Andy Lord 1:17:21

It was too cold to paint outside. The paint wouldn't have adhered

Attorney Monteleone 1:17:25

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

Realtor Andy Lord 1:17:40

Well, there's several different colors of siding, and some of the term needed more paint.

Attorney Monteleone 1:17:45

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.

Realtor Andy Lord 1:18:07

The appraiser would do that.

Attorney Monteleone 1:18:12

Why doesn't the seller, the builder, do that?

Realtor Andy Lord 1:18:17

They should

Attorney Monteleone 1:18:19

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?

Realtor Andy Lord 1:18:29

Well, if the appraiser is enforcing the contract and the spec sheet as it was written, sure there's no shortcuts.

Attorney Monteleone 1:18:41

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

Realtor Andy Lord 1:19:04

I don't know

Attorney Monteleone 1:19:05

what was, did you come to be aware that that Mr. Rinaldi's agent was aware of the escrow withholding?

Realtor Andy Lord 1:19:11

Yes,

Attorney Monteleone 1:19:11

how? So

Realtor Andy Lord 1:19:13

we had a discussion about it,

Attorney Monteleone 1:19:16

and and when was that?

Realtor Andy Lord 1:19:19

Would have been soon after we received the appraisal.

Attorney Monteleone 1:19:21

Okay, so was that? Was that in mid February, in early March,

Realtor Andy Lord 1:19:29

probably late February,

Attorney Monteleone 1:19:32

at that point in time, did was there any objection raised by Mr. Rinaldi as to the escrow withholdings?

Realtor Andy Lord 1:19:40

No.

Attorney Monteleone 1:19:44

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,

Realtor Andy Lord 1:19:58

not at that point.

Attorney Monteleone 1:19:59

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?

Realtor Andy Lord 1:20:16

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?

Attorney Monteleone 1:20:24

And if there's an objection, how does it go about getting resolved?

Realtor Andy Lord 1:20:27

We'd have to negotiate it. And then ultimately, if we couldn't come to agreement, we'd have to go to mediation.

Attorney Monteleone 1:20:35

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,

Realtor Andy Lord 1:20:53

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.

Attorney Monteleone 1:21:02

Does the does the appraiser have to do, do follow up work on that

Realtor Andy Lord 1:21:07

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.

Attorney Monteleone 1:21:19

Is that a process that, in your experience, happens quickly.

Realtor Andy Lord 1:21:23

No, it does not.

Attorney Monteleone 1:21:29

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,

Realtor Andy Lord 1:21:42

no,

Attorney Monteleone 1:21:45

what's the basis of that belief?

Realtor Andy Lord 1:21:47

Because these are all things that were in the original scope of work.

Attorney Monteleone 1:21:51

In this in the spec sheet,

Realtor Andy Lord 1:21:52

spec sheet, yeah,

Attorney Monteleone 1:21:53

and is it fair to say that they were actually in both spec sheets.

Realtor Andy Lord 1:21:59

They were,

Attorney Monteleone 1:22:00

I like to turn you to focus on point time when you're approaching closing, when was closing.
Ultimately, ultimately,

Realtor Andy Lord 1:22:22

March 5.

Attorney Monteleone 1:22:23

Oh, was there so? Was there a closing date that had been set beforehand?

Realtor Andy Lord 1:22:32

Yes,

Attorney Monteleone 1:22:33

when? When was, let me say, was there a closing date set on March 4?

Realtor Andy Lord 1:22:36

Yes, there was

Attorney Monteleone 1:22:37

so, if you were extended through March 5, why was it closing set for March 4,

Realtor Andy Lord 1:22:43

because that's the day we expected everything to be done.

Attorney Monteleone 1:22:49

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

Realtor Andy Lord 1:23:02

Yes,

Attorney Monteleone 1:23:04

and when were those issues identified?

Realtor Andy Lord 1:23:08

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

Attorney Monteleone 1:23:25

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?

Realtor Andy Lord 1:23:35

No.

Attorney Monteleone 1:23:40

So alta statements, or HUD statements, are often issued at before the end of a closing.
What is an alt statement?

Realtor Andy Lord 1:23:53

An Alta is a combined version of essentially a HUD one. It shows both parties all the all the details of the transaction.

Attorney Monteleone 1:24:01

So if I can refer you to exhibit 11, what is exhibit 11?

Realtor Andy Lord 1:24:09

It's the HUD statement,

Attorney Monteleone 1:24:12

and it's identified. And what date was exhibit 11 issued,

Realtor Andy Lord 1:24:19

March 3, 21

Attorney Monteleone 1:24:21

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

Realtor Andy Lord 1:24:26

yes,

Attorney Monteleone 1:24:28

and it and what time when in the day

Realtor Andy Lord 1:24:34

3:36pm,

Attorney Monteleone 1:24:39

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

Realtor Andy Lord 1:24:53

Why do we have it immediately before close?

Attorney Monteleone 1:24:54

Correct?

Realtor Andy Lord 1:24:55

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.

Attorney Monteleone 1:25:11

Now, does it identify, does it identify how the sale proceeds are being dispersed?

Realtor Andy Lord 1:25:20

Yes, yes, it does.

Attorney Monteleone 1:25:21

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

Realtor Andy Lord 1:25:28

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.

Attorney Monteleone 1:25:42

And did exhibit 11 show the sales price, the contracted sales price correctly,

Realtor Andy Lord 1:25:48

yes.

Attorney Monteleone 1:25:48

And where's that? Where's that shown

Realtor Andy Lord 1:25:51

on the first page under sales price of property

Attorney Monteleone 1:25:54

at the 385,000

Realtor Andy Lord 1:25:56

Yes .

Attorney Monteleone 1:25:59

And it shows that there being a payoff to Machias Savings Bank. Do you know? Do you know what that is?

Realtor Andy Lord 1:26:11

I don't know.

Attorney Monteleone 1:26:14

Okay, there is shows being a payoff to dng construction and property maintenance. You know what that is

Realtor Andy Lord 1:26:20

Yes

Attorney Monteleone 1:26:21

what's that

Realtor Andy Lord 1:26:21

that's a subcontractor that came in at the end,

Attorney Monteleone 1:26:24

okay, did? Did? Did Mr. Pierce request that sub contractor to come in at the end?

Realtor Andy Lord 1:26:30

No.

Attorney Monteleone 1:26:37

And then tell me about the commissions that identifies what's, what's, what's showing these in the commissions.

Realtor Andy Lord 1:26:45

So it's showing what's due to landing real estate for the buyer. Agent, and the sellers.

Attorney Monteleone 1:26:51

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,

Realtor Andy Lord 1:27:01

correct,

Attorney Monteleone 1:27:06

and does it? What does? Does? Exhibit 11, identify the rate lock that we had, we had discussed

Realtor Andy Lord 1:27:15

Yes, listed under seller credit

Attorney Monteleone 1:27:18

is that the 7392

Realtor Andy Lord 1:27:21

Yes,

Attorney Monteleone 1:27:28

and what does exhibit 11 show as to amounts that Mr. Rinaldi owed on his construction loan. Are you aware of that

Realtor Andy Lord 1:27:38

\$ 145,407.87

Attorney Monteleone 1:27:43

And 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

Realtor Andy Lord 1:27:56

2739.26

Attorney Monteleone 1:28:01

All right. How did Mr. Rinaldi respond to the exhibit one statement when it was issued,

Realtor Andy Lord 1:28:19

he expected that he was going to be making more money than that, and essentially refused to sell the house at that point,

Defendant Rinaldi 1:28:25

Objection, hearsay. I had no communication with him at that point.

Justice Daniel Billings 1:28:31

Council,

Attorney Monteleone 1:28:32

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.

Defendant Rinaldi 1:28:44

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.

Attorney Monteleone 1:29:01

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

Realtor Andy Lord 1:29:17

My understanding was that he was not going to come closing.

Attorney Monteleone 1:29:22

And who is that? Who is that communicated to you by

Realtor Andy Lord 1:29:27

by Mr. Rinaldi,

Attorney Monteleone 1:29:38

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,

Realtor Andy Lord 1:29:56

no

Attorney Monteleone 1:29:57

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.

Realtor Andy Lord 1:30:31

No

Attorney Monteleone 1:30:33

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 .

Realtor Andy Lord 1:30:59

Yes.

Attorney Monteleone 1:31:03

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?

Realtor Andy Lord 1:31:42

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.

Attorney Monteleone 1:31:57

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

Realtor Andy Lord 1:32:16

through these messages, we were just trying to work through it.

Attorney Monteleone 1:32:24

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.

Realtor Andy Lord 1:32:33

We get to the point where he was willing to take it as is, and he'd finish itself.

Attorney Monteleone 1:32:38

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

Realtor Andy Lord 1:32:47

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

Attorney Monteleone 1:32:54

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.

Realtor Andy Lord 1:33:07

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.

Attorney Monteleone 1:33:17

So what, what happened when you, when you attempted to to have the paving removed.

Realtor Andy Lord 1:33:23

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

Attorney Monteleone 1:33:37

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?

Realtor Andy Lord 1:33:48

It couldn't.

Attorney Monteleone 1:33:49

Why not?

Realtor Andy Lord 1:33:49

We didn't have the time.

Attorney Monteleone 1:33:52

So, as Mr. Rinaldi has expressed his his legal interpretation of the contract and contractual obligations to you. Did you respond to him to express your your own interpretation of the contract?

Realtor Andy Lord 1:34:12

I don't recall.

Attorney Monteleone 1:34:16

Do you commonly engage with making legal interpretations of contract or giving advice about legal interpretations.

Realtor Andy Lord 1:34:25

No,

Attorney Monteleone 1:34:27

why not?

Realtor Andy Lord 1:34:28

Because I'm not a lawyer,

Attorney Monteleone 1:34:31

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.

Realtor Andy Lord 1:34:47

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.

Attorney Monteleone 1:35:03

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?

Realtor Andy Lord 1:35:17

No

Attorney Monteleone 1:35:22

why did you seek to make concessions?

Realtor Andy Lord 1:35:26

We just we wanted to get the house to closing. You know, Drew needed to move in there. We needed to get this done.

Attorney Monteleone 1:35:35

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.

Realtor Andy Lord 1:35:51

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.

Attorney Monteleone 1:36:02

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,

Realtor Andy Lord 1:36:28

yes, I was

Attorney Monteleone 1:36:29

and what was happening with prices.

Realtor Andy Lord 1:36:31

They were going up.

Attorney Monteleone 1:36:36

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?

Realtor Andy Lord 1:36:57

No,

Attorney Monteleone 1:36:58

did Mr Rinaldi have any objection at all to the to the landscaping escrow,

Realtor Andy Lord 1:37:02

no. In fact, he was thankful that it was going to be done.

Attorney Monteleone 1:37:06

Why is that?

Realtor Andy Lord 1:37:07

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

Attorney Monteleone 1:37:22

all those object. Objections, but you in fact, heard those objections after the alta statement was was issued,

Realtor Andy Lord 1:37:30

right?

Attorney Monteleone 1:37:31

What happened there?

Realtor Andy Lord 1:37:33

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.

Attorney Monteleone 1:37:49

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

Realtor Andy Lord 1:37:57

He did.

Attorney Monteleone 1:37:58

And what was that

Realtor Andy Lord 1:37:59

I don't have it right in front of me.

Attorney Monteleone 1:38:07

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.

Realtor Andy Lord 1:38:35

So that text message between Mr. Rinaldi and myself,

Attorney Monteleone 1:38:39

all right? And when are these text messages being sent

Realtor Andy Lord 1:38:44

while with Drew at the closing table?

Attorney Monteleone 1:38:47

And what was the number that Mr. Rinaldi expressed that he was looking to get to

Realtor Andy Lord 1:38:53

\$17,800

Attorney Monteleone 1:38:57

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

Realtor Andy Lord 1:39:04

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

Attorney Monteleone 1:39:16

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

Realtor Andy Lord 1:39:25

yes.

Attorney Monteleone 1:39:26

And then what was the agency portion of your commission that that the agency controlled

Realtor Andy Lord 1:39:31

is probably around \$2,500 right?

Attorney Monteleone 1:39:36

So, in other words, there was, there was \$13,000 in and of itself right there,

Realtor Andy Lord 1:39:41

correct?

Attorney Monteleone 1:39:42

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.

Realtor Andy Lord 1:39:47

Yeah.

Attorney Monteleone 1:39:49

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.

Realtor Andy Lord 1:40:01

How did I respond? I offered to give him the \$4,000 difference,

Attorney Monteleone 1:40:05

okay, and, and what did Mr. Rinaldi say to that does?

Realtor Andy Lord 1:40:18

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.

Attorney Monteleone 1:40:37

And was there additional time to wait until the Monday on on the contract?

Realtor Andy Lord 1:40:44

No,

Attorney Monteleone 1:40:44

why is that?

Realtor Andy Lord 1:40:45

Because we're at our last extension date.

Attorney Monteleone 1:40:50

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

Realtor Andy Lord 1:40:58

Yes,

Attorney Monteleone 1:40:58

when this conversation was happening, and who, who's with you.

Realtor Andy Lord 1:41:04

Drew Janice, the in the title attorney that was doing the closing.

Attorney Monteleone 1:41:09

Okay? And while you're waiting, how did you, how did you contact or connect with Mr. Mr. Rinaldi

Realtor Andy Lord 1:41:18

We were texting. He wouldn't answer the phone.

Attorney Monteleone 1:41:26

did? Did Mr. Rinaldi ultimately come to closing?

Realtor Andy Lord 1:41:35

No,

Attorney Monteleone 1:41:39

what was your understanding of why not?

Realtor Andy Lord 1:41:43

Because he wasn't making the money that he wanted to make,

Attorney Monteleone 1:41:50

and he made a promise to you to suggest that he was aware that he could, he could sell it to others for more

Realtor Andy Lord 1:41:59

Yes,

Attorney Monteleone 1:42:00

such as, what?

Realtor Andy Lord 1:42:08

Well, line 32 says, I could have it sold next week.

Attorney Monteleone 1:42:11

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.

Realtor Andy Lord 1:42:21

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

Attorney Monteleone 1:42:31

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

Realtor Andy Lord 1:42:41

I think he was very aware of the market value before.

Defendant Rinaldi 1:42:45

Objection, speculation,

Justice Daniel Billings 1:42:46

objection overuled

Attorney Monteleone 1:42:53

what did what did that mean for Drew?

Realtor Andy Lord 1:42:55

Meant that drew didn't get the house,

Attorney Monteleone 1:42:58

and at that point in March, how long had drew spent waiting

Realtor Andy Lord 1:43:03

since August,

Attorney Monteleone 1:43:11

nothing further.

Justice Daniel Billings 1:43:18

Mr. Rinaldi,

Attorney Monteleone 1:43:35

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.

Attorney Monteleone 1:43:56

All right, okay. I think that's the only one right now.

Defendant Rinaldi 1:44:15

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

Realtor Andy Lord 1:44:52

Who did I list the house for?

Defendant Rinaldi 1:44:52

Well, like you just said, your prior experience. What would you have a prior experience?

Realtor Andy Lord 1:44:56

I sold 200 homes

Defendant Rinaldi 1:44:58

prior to cape rd

Realtor Andy Lord 1:45:00

probably over 100 at that point. So I work with many builders.

Defendant Rinaldi 1:45:04

Could you name a few

Realtor Andy Lord 1:45:07

Robi builders I can't think of the other ones

Defendant Rinaldi 1:45:12

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.

Realtor Andy Lord 1:45:23

I takes a lot of people to build homes

Defendant Rinaldi 1:45:26

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.

Realtor Andy Lord 1:45:26

Yes

Defendant Rinaldi 1:45:36

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,

Realtor Andy Lord 1:45:49

when we signed the contract?

Defendant Rinaldi 1:45:50

Yes,

Realtor Andy Lord 1:45:50

no.

Defendant Rinaldi 1:45:52

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

Realtor Andy Lord 1:45:57

I don't recall you saying that

Defendant Rinaldi 1:45:58

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.

Realtor Andy Lord 1:46:09

Well, when we first saw it, you weren't there.

Defendant Rinaldi 1:46:12

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.

Realtor Andy Lord 1:46:22

No.

Defendant Rinaldi 1:46:22

So when did you first figure that out? First figure that out?

Realtor Andy Lord 1:46:26

Probably several weeks in when there's no real progress being made.

Defendant Rinaldi 1:46:29

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?

Realtor Andy Lord 1:46:52

I believe so, yeah.

Defendant Rinaldi 1:46:54

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?

Realtor Andy Lord 1:47:07

No, okay,

Defendant Rinaldi 1:47:08

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?

Attorney Monteleone 1:47:31

Misstating, misstating the prior statement.

Defendant Rinaldi 1:47:34

How? So,

Attorney Monteleone 1:47:36

verified it incorrectly.

Defendant Rinaldi 1:47:40

Okay, I'll rephrase what did you say earlier about what you viewed the front porch when you were under contract.

Realtor Andy Lord 1:47:51

I don't recall exactly what I said earlier.

Defendant Rinaldi 1:47:53

So when we when you met with me that day, just before you signed the contract, because it was pretty close, correct?

Realtor Andy Lord 1:47:57

Pretty close.

Defendant Rinaldi 1:47:58

Yeah , did you observe the front farm porch being framed

Realtor Andy Lord 1:48:02

no, but I observed the way the building was built to accept the farmer porch and the roof over it.

Defendant Rinaldi 1:48:07

How so

Realtor Andy Lord 1:48:09

Because in that picture?

Defendant Rinaldi 1:48:11

How so?

Realtor Andy Lord 1:48:13

So that picture with the original picture from your email would be logical to assume there would be a front porch.

Defendant Rinaldi 1:48:21

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?

Realtor Andy Lord 1:48:28

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

Defendant Rinaldi 1:48:33

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?

Realtor Andy Lord 1:48:38

I don't know.

Defendant Rinaldi 1:48:47

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

Realtor Andy Lord 1:48:54

That'd be fair.

Defendant Rinaldi 1:48:54

Okay, so Nonetheless, when you you said you create. Did you create the original contract when you made the offer?

Realtor Andy Lord 1:49:04

Yes

Defendant Rinaldi 1:49:05

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

Realtor Andy Lord 1:49:08

Because we didn't have a full spec sheet. Was just a picture of the front of the building

Defendant Rinaldi 1:49:12

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

Realtor Andy Lord 1:49:16

but it wasn't on the MLS listing,

Defendant Rinaldi 1:49:19

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

Realtor Andy Lord 1:49:23

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

Defendant Rinaldi 1:49:30

So Matt, put that together. Isn't what you're saying

Realtor Andy Lord 1:49:33

the MLS listing,

Defendant Rinaldi 1:49:34

yeah. So if it had the older version,

Realtor Andy Lord 1:49:37

yes.

Defendant Rinaldi 1:49:37

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

Realtor Andy Lord 1:49:43

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.

Defendant Rinaldi 1:49:51

So that was a month later, correct,

Realtor Andy Lord 1:49:53

that we finally got it?

Defendant Rinaldi 1:49:54

No, that you requested it?

Realtor Andy Lord 1:49:56

No, we requested it early on,

Defendant Rinaldi 1:49:58

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?

Realtor Andy Lord 1:50:12

Because I had nothing to include at that point. All I had was a picture.

Defendant Rinaldi 1:50:15

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

Realtor Andy Lord 1:50:18

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.

Defendant Rinaldi 1:50:24

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.

Realtor Andy Lord 1:50:36

The increase in price from 375, to 385, was to account for the changes that were being made,

Defendant Rinaldi 1:50:42

but you intentionally didn't include it in the contract.

Realtor Andy Lord 1:50:44

We didn't have it to include it in the contract.

Defendant Rinaldi 1:50:46

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

Realtor Andy Lord 1:50:50

But that's not a scope of work. That's nothing that we can give to an appraiser to permanent value.

Defendant Rinaldi 1:50:54

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?

Realtor Andy Lord 1:51:15

Yes,

Defendant Rinaldi 1:51:16

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

Realtor Andy Lord 1:51:36

I'd have to look at the final appraisal.

Defendant Rinaldi 1:51:39

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

Realtor Andy Lord 1:51:50

Yes,

Defendant Rinaldi 1:51:50

okay , I believe it's 420,000 it's um,

Realtor Andy Lord 1:51:54

yes, it does say appraised, original appraisal, 420,000

Defendant Rinaldi 1:51:57

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?

Realtor Andy Lord 1:52:06

You didn't sell for 480

Defendant Rinaldi 1:52:07

so no, with the new buyers? Oh,

Realtor Andy Lord 1:52:10

do I think it's odd?

Defendant Rinaldi 1:52:11

Yeah ,

Realtor Andy Lord 1:52:11

given the market at that time? No,

Defendant Rinaldi 1:52:13

\$65,000 just like instantly

Realtor Andy Lord 1:52:15

we were seeing houses go hundreds of thousands dollars over asking,

Defendant Rinaldi 1:52:18

Okay, so were you aware that work was done after March 5?

Realtor Andy Lord 1:52:22

I have never been out there since March 5.

Defendant Rinaldi 1:52:25

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?

Realtor Andy Lord 1:52:37

Yes,

Defendant Rinaldi 1:52:37

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

Realtor Andy Lord 1:52:39

Yeah

Defendant Rinaldi 1:52:40

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?

Realtor Andy Lord 1:53:12

Mm hmmm

Defendant Rinaldi 1:53:13

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.

Realtor Andy Lord 1:53:20

I'm sorry. Can you say that? One more time?

Defendant Rinaldi 1:53:23

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.

Realtor Andy Lord 1:53:36

Well, yeah, so that would be acknowledging that they read it

Defendant Rinaldi 1:53:39

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?

Realtor Andy Lord 1:53:55

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.

Defendant Rinaldi 1:54:12

But you do a number them or indicate there part of it

Realtor Andy Lord 1:54:15

We don't.

Defendant Rinaldi 1:54:16

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?

Realtor Andy Lord 1:54:28

Not really understand this. It is signed on the last page,

Defendant Rinaldi 1:54:30

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.

Realtor Andy Lord 1:54:37

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

Defendant Rinaldi 1:54:43

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.

Realtor Andy Lord 1:55:03

That's not how we do it.

Defendant Rinaldi 1:55:04

Not never. It's never. They never have initials.

Realtor Andy Lord 1:55:06

We never initial every page in addendums

Defendant Rinaldi 1:55:09

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

Realtor Andy Lord 1:55:29

Prepared the spec sheet.

Defendant Rinaldi 1:55:30

No, the second contract, updated spec sheet.

Realtor Andy Lord 1:55:33

I prepared the spec sheet.

Defendant Rinaldi 1:55:34

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

Attorney Monteleone 1:55:56

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

Defendant Rinaldi 1:55:59

I'm sorry. I Believe you have everything.

Attorney Monteleone 1:56:03

But yes, I have documents, hundreds of pages of documents in this file.

Realtor Andy Lord 1:56:12

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

Attorney Monteleone 1:56:20

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?

Defendant Rinaldi 1:56:31

Yeah, the last one, then the last one I sent you. I thought that that was,

Attorney Monteleone 1:56:35

where are the copies of these exhibits

Defendant Rinaldi 1:56:36

I've sent you all them through email

Attorney Monteleone 1:56:39

When

Defendant Rinaldi 1:56:39

What do you mean you have every single one of them

Attorney Monteleone 1:56:41

marked like this.

Defendant Rinaldi 1:56:42

You have every single one of these

Attorney Monteleone 1:56:45

not marked like this. So I object these.

Defendant Rinaldi 1:56:51

Yes, 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

Realtor Andy Lord 1:57:08

The contract you signed in September?

Defendant Rinaldi 1:57:12

The update spec sheet one, yes,

Realtor Andy Lord 1:57:14

You did not

Defendant Rinaldi 1:57:14

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?

Attorney Monteleone 1:57:25

Objection, calls for leave well, calls for speculation.

Justice Daniel Billings 1:57:30

Object overruled

Defendant Rinaldi 1:57:32

what was your belief that why I didn't sign it in September?

Realtor Andy Lord 1:57:37

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.

Defendant Rinaldi 1:57:48

You were there daily. So you couldn't pin me down,

Realtor Andy Lord 1:57:53

I can't have you sign things. I don't represent you. I never represented you.

Defendant Rinaldi 1:57:57

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

Realtor Andy Lord 1:58:22

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.

Defendant Rinaldi 1:58:26

You never asked me to

Realtor Andy Lord 1:58:29

it's it's not my side of the transaction.

Defendant Rinaldi 1:58:31

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

Realtor Andy Lord 1:58:35

If I was directed by your agent to talk to you about it, then I would

Defendant Rinaldi 1:58:39

okay. So in September,

Justice Daniel Billings 1:58:41

well, hold off

Defendant Rinaldi 1:58:42

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?

Realtor Andy Lord 1:58:49

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

Realtor Andy Lord 1:59:01

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?

Realtor Andy Lord 1:59:16

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?

Realtor Andy Lord 1:59:34

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

Realtor Andy Lord 1:59:58

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?

Realtor Andy Lord 2:00:13

No,

Justice Daniel Billings 2:00:14

Mr. Rinaldi, sorry to interrupted you.

Defendant Rinaldi 2:00:18

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.

Realtor Andy Lord 2:00:32

The spec sheet

Defendant Rinaldi 2:00:34

Do you recall that?

Realtor Andy Lord 2:00:38

I do recall that

Defendant Rinaldi 2:00:18

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?

Realtor Andy Lord 2:00:47

Not that I'm aware of

Defendant Rinaldi 2:00:47

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 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?

Realtor Andy Lord 2:01:38

Yes .

Defendant Rinaldi 2:01:38

Now that's that would you would think there would be consideration for that additional option, correct?

Realtor Andy Lord 2:01:45

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.

Defendant Rinaldi 2:01:55

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

Realtor Andy Lord 2:02:00

so the right of way to get to the back right.

Defendant Rinaldi 2:02:02

Yeah,

Realtor Andy Lord 2:02:03

Rotary,

Defendant Rinaldi 2:02:04

yeah.

Realtor Andy Lord 2:02:04

So you have the lot before, yep, never in past the house,

Defendant Rinaldi 2:02:08

yeah,

Realtor Andy Lord 2:02:09

and then to access this lot, yes, same road,

Defendant Rinaldi 2:02:12

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.

Realtor Andy Lord 2:02:24

I think we just needed to document it for the lender, but

Defendant Rinaldi 2:02:28

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.

Realtor Andy Lord 2:02:37

I am not aware of any

Defendant Rinaldi 2:02:38

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?

Realtor Andy Lord 2:02:50

I directed you to drywall the garage.

Defendant Rinaldi 2:02:53

Yeah,

Realtor Andy Lord 2:02:55

yeah. There has to be drywall, two layers drywall, because a firewall between the house and the garage

Defendant Rinaldi 2:02:59

you didn't direct me to drywall the whole garage.

Realtor Andy Lord 2:03:02

No, then I said that. I believe it says,

Defendant Rinaldi 2:03:03

so there's no text between me and you.

Realtor Andy Lord 2:03:06

I have no idea.

Defendant Rinaldi 2:03:08

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

Defendant Rinaldi 2:03:41

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

Defendant Rinaldi 2:03:48

thank you. I appreciate it. So do they haven't offered it as

Justice Daniel Billings 2:03:56

not yet.

Defendant Rinaldi 2:03:58

Am I allowed to offer their

Justice Daniel Billings 2:04:04

I mean, is there any objection to plaintiff exhibit 16 being admitted?

Attorney Monteleone 2:04:09

No, your honor

Justice Daniel Billings 2:04:10

all right, so Plaintiff's Exhibit 16 is admitted

Defendant Rinaldi 2:04:12

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,

Realtor Andy Lord 2:04:25

Yeah correct

Defendant Rinaldi 2:04:27

what you testified too Okay. Now you and Matt are obviously pretty close. I would assume, is that fair to say?

Realtor Andy Lord 2:04:33

I mean, I worked at this company.

Defendant Rinaldi 2:04:34

I get that so, um, but you guys were communicating at this time.

Realtor Andy Lord 2:04:39

Yeah,

Defendant Rinaldi 2:04:39

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?

Realtor Andy Lord 2:04:50

I have never met with Lincoln.

Defendant Rinaldi 2:04:52

No a phone call, you had a phone call I believe the day prior,

Realtor Andy Lord 2:04:56

I was actually not part of that phone call.

Defendant Rinaldi 2:04:58

Oh, you didn't end up.

Realtor Andy Lord 2:04:59

I wasn't invited to it

Defendant Rinaldi 2:05:01

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?

Defendant Rinaldi 2:05:51

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,

Attorney Monteleone 2:06:05

they're not, they're not. Can I? Can I review them?

Defendant Rinaldi 2:06:09

Yeah, see if I can pull that up.

Attorney Monteleone 2:06:30

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

Defendant Rinaldi 2:06:43

The realtors .

Justice Daniel Billings 2:06:45

Do they involve this?

Attorney Monteleone 2:06:47

They're not all text messages between the realtors.

Defendant Rinaldi 2:06:51

Craig one

Attorney Monteleone 2:06:51

everything with

Defendant Rinaldi 2:06:52

this is between Matt and Andy,

Attorney Monteleone 2:06:54

Matt and Andy and everything you've written on, everything you've written on that piece of paper

Defendant Rinaldi 2:06:57

I can scribble that out I apologize, that's my notes

Attorney Monteleone 2:06:59

That's hearsay and the document that is between Andy and the lender is all hearsay

Defendant Rinaldi 2:07:08

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

Defendant Rinaldi 2:07:30

that 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.

Attorney Monteleone 2:07:48

Yes, I've objected to that document

Defendant Rinaldi 2:07:49

On what grounds,

Attorney Monteleone 2:07:50

On the grounds of hearsay

Defendant Rinaldi 2:07:50

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

Defendant Rinaldi 2:07:55

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.

PART 2 of 4

Justice Daniel Billings 0:01

Please take the witness stand, So if you're going to show it if you're going to show him any exhibits asking questions about, yeah, please identify them and then Mr Monteleone

Defendant Rinaldi 0:27

yeah, James actually was kind enough to provide these, so we're, I think, good on that. So let me just get everything together. I think these are only two that aren't in his file, but I'd like to exhibit 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

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.

Defendant Rinaldi 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

Defendant Rinaldi 2:10

yep, you should.

Andy Lord 2:27

Okay, so, yeah, I think that was Matt.

Defendant Rinaldi 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

Defendant Rinaldi 2:42

Okay, so you didn't really know why he said that.

Andy Lord 2:45

No

Defendant Rinaldi 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,

Defendant Rinaldi 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.

Defendant Rinaldi 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.

Defendant Rinaldi 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?

Defendant Rinaldi 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.

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

Defendant Rinaldi 3:54

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 R Craig says to you,

Attorney Monteleone 4:22

Objection, that's hearsay

Defendant Rinaldi 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

Defendant Rinaldi 4:54

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 do

Defendant Rinaldi 5:04

I got you

Justice Daniel Billings 5:07

for things to be admitted.

Defendant Rinaldi 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

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.

Attorney Monteleone 5:24

He hasn't moved to admit it. However, I object to any characterizations of what it says that are inadmissible hearsay,

Defendant Rinaldi 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?

Defendant Rinaldi 6:11

No,

Attorney Monteleone 6:12

no, Your Honor, the the text message that's being referenced right now was, was not referenced or discussed. It was there. There was discussion about the 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

Defendant Rinaldi 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.

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

Defendant Rinaldi 7:26

okay,

Justice Daniel Billings 7:26

just and then ask your question.

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

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.

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

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.

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.

Attorney Monteleone 9:23

Objection calls for speculation

Defendant Rinaldi 9:26

What's that?

Andy Lord 9:26

He says, We right here. He says he can't remove that from the escrow. Hold back

Defendant Rinaldi 9:31

if we're closing today.

Andy Lord 9:32

It says can't change anything if we're closing today.

Defendant Rinaldi 9:35

Yeah. So

Justice Daniel Billings 9:38

the object is overruled. You can answer.

Defendant Rinaldi 9:40

Thank you.

Andy Lord 9:42

So is the question.

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.

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.

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

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,

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

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,

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.

Defendant Rinaldi 11:26

Is that fair to say here?

Andy Lord 11:31

Yes,

Defendant Rinaldi 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

between him, him and the two realtors.

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.

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.

Defendant Rinaldi 12:14

Can you show me?

Attorney Monteleone 12:18

Oh, no, I'm sorry, this the end or to admit understand what we're talking about.

Justice Daniel Billings 12:25

Any objective

Attorney Monteleone 12:26

to admission,

Justice Daniel Billings 12:27

yeah,

Attorney Monteleone 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.

Defendant Rinaldi 12:52

Okay, am I? I'm just gonna reiterate business business record

Justice Daniel Billings 12:56

Right but that doesn't , this

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?

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.

Attorney Monteleone 13:44

And then there's, there's one more,

Defendant Rinaldi 13:46

your talking about the plumbing bill?

Attorney Monteleone 13:47

No, I'm talking about the reference to the to the forwarding that's happening here. That's a forwarding message,

Defendant Rinaldi 13:55

yeah, that's from me.

Attorney Monteleone 13:56

So it's, it's outside of that record.

Defendant Rinaldi 14:00

So that's something i i said to

Justice Daniel Billings 14:04

right? But you don't get to offer your own out of court statements. You he can't offer your out of court statements, but you don't get to offer your out of court statemenents

Defendant Rinaldi 14:05

okay? And unless I'm testifying, obviously,

Justice Daniel Billings 14:13

right?

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

Defendant Rinaldi 14:20

okay ,

Justice Daniel Billings 14:21

because of the forwarding stuff

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.

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

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.

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.

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

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 16:37

Any objection to admitting picture of the house previously to discuss that

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,

Defendant Rinaldi 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

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. Okay, so there's been plaintiffs exhibit, I'm not sure which exhibits. It should be right here,

Attorney Monteleone 18:12

five

Defendant Rinaldi 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?

Andy Lord 18:49

What

Defendant Rinaldi 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,

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,

Defendant Rinaldi 19:53

yup

Andy Lord 19:54

does seem like a lot of work

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.

Defendant Rinaldi 20:28

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.

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,

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?

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.

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.

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.

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.

Defendant Rinaldi 22:18

Yeah, but your a realtor this is very common to negotiate and to tell people they're wrong.

Andy Lord 22:22

Um hmm

Defendant Rinaldi 22:22

I mean, clearly pretty good at it. You do.

Andy Lord 22:25

Um hmmm

Defendant Rinaldi 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,

Defendant Rinaldi 22:40

yeah,

Andy Lord 22:40

yes.

Defendant Rinaldi 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

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.

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

Defendant Rinaldi 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)

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.

Defendant Rinaldi 24:03

I get that,

Andy Lord 24:04

acknowledge it, right?

Defendant Rinaldi 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,

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.

Defendant Rinaldi 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.

Defendant Rinaldi 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

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.

Defendant Rinaldi 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.

Attorney Monteleone 25:10

Objection, all right, as to who is you guys,

Defendant Rinaldi 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

It's not my position to interpret the law for the decisions that you're making.

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.

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.

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.

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?

Defendant Rinaldi 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

Attorney Monteleone 26:54

I object to the admission, but I recognize there may be appropriate places to ask questions about it.

Defendant Rinaldi 26:59

On what grounds you object to his

Attorney Monteleone 27:01

because the affant is is here to testify

Defendant Rinaldi 27:05

prior inconsistent statements. I mean,

Attorney Monteleone 27:07

we have to have evidence

Justice Daniel Billings 27:08

a prior inconsistent statements don't make a whole document admissible.

Defendant Rinaldi 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

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.

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,

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.

Defendant Rinaldi 28:04

Yes,

Andy Lord 28:04

We asked you to leave and you wouldn't. And then everybody was in the backyard trying to pick up the rest of your tools and supplies.

Defendant Rinaldi 28:10

So I just refuse to leave. That's your testimony.

Andy Lord 28:12

you absolutely refused to leave.

Defendant Rinaldi 28:15

That's crazy

Justice Daniel Billings 28:16

You can't comment.

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.

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

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

Defendant Rinaldi 29:01

That I said, I'm not going to close.

Andy Lord 29:03

I believe you did.

Defendant Rinaldi 29:05

I didn't say because it was paving and painting. All the texts, none of the texts indicate this. There's no text that says this text.

Andy Lord 29:10

It wasn't a text I was

Defendant Rinaldi 29:11

well, in their complaint it says it's a text,

Andy Lord 29:14

then it's a clerical error

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,

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

Defendant Rinaldi 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?

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.

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.

Defendant Rinaldi 31:46

I go, yes,

Andy Lord 31:47

yes.

Defendant Rinaldi 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?

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.

Attorney Monteleone 33:00

Objection asked and answered

Defendant Rinaldi 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

Attorney Monteleone 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

Defendant Rinaldi 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.

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

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?

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

Defendant Rinaldi 35:40

But it is an estimation of value correct at that date and time

Andy Lord 35:43

Hmmm hm

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.

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,

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,

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,

Defendant Rinaldi 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

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.

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.

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

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,

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.

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.

Attorney Monteleone 39:21

Objection? Is there a question? A question? Yeah,

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 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

Defendant Rinaldi 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.

Attorney Monteleone 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.

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

Defendant Rinaldi 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

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,

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

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.

Defendant Rinaldi 41:25

Okay, so, but he never actually lived in the home,

Andy Lord 41:30

no,

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,

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.

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

Defendant Rinaldi 42:05

yes,

Andy Lord 42:06

it was a female, no, she wasn't hostile,

Defendant Rinaldi 42:08

and she was what did she imply? Just that I was worried about the house, or that

Attorney Monteleone 42:13

Objection hearsay

Justice Daniel Billings 42:16

Objection sustained?

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.

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,

Defendant Rinaldi 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.

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.

Attorney Monteleone 43:22

Objection misstates the record

Defendant Rinaldi 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 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.

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

Defendant Rinaldi 43:59

this was March 5th, because I told everyone, wait till 11, and that was obviously 11 o'clock meeting.

Attorney Monteleone 44:10

Objection, document speaks for itself

Defendant Rinaldi 44:13

Okay? I guess

Justice Daniel Billings 44:16

Objection sustained

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.

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.

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

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

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

Attorney Monteleone 46:09

objection mistates the record.

Defendant Rinaldi 46:10

How did I mistate the record.

Justice Daniel Billings 46:12

Objection overruled

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

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

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?

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,

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.

Defendant Rinaldi 47:25

That was a month later approximately

Andy Lord 47:29

to your point, you were working 24 hrs a day

Defendant Rinaldi 47:31

yeah, that's true, but I'm just saying that. But I'm 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,

Attorney Monteleone 47:45

object to the testimony is question.

Justice Daniel Billings 47:48

You need to focus on your questions.

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

Defendant Rinaldi 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

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

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

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,

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

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 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.

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,

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

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

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.

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.

Defendant Rinaldi 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

Attorney Monteleone 51:13

objection asked and answered

Defendant Rinaldi 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

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?

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,

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.

PART 3 of 4

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.

Defendant Rinaldi 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

Attorney Monteleone 1:55

objection is there a question?

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

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,

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

Defendant Rinaldi 2:21

The What froze

Andy Lord 2:22

the paint,

Defendant Rinaldi 2:24

that's your testimony,

Andy Lord 2:26

that is.

Defendant Rinaldi 2:28

And when was, when did this happen

Andy Lord 2:31

in the winter when there was no heat?

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?

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

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.

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

Defendant Rinaldi 2:59

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

Andy Lord 3:54

I don't understand the question

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

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,

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

Attorney Monteleone 5:04

Objection to the testimony, rather than the question,

Defendant Rinaldi 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.

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

Defendant Rinaldi 5:41

extensions on new builds. Your testimony, is on new builds? Extensions don't generally happen?

Andy Lord 5:48

My testimony is, it's not common.

Defendant Rinaldi 5:51

Okay,

Andy Lord 5:53

they happen all the time. Is it 100% of the time? No,

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,

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

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

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

Attorney Monteleone 6:43

objection to testimony rather,

Justice Daniel Billings 6:44

Sustained

Defendant Rinaldi 6:45

yes, I apologize during that period. Were you involved with any other builds?

Andy Lord 6:50

Yes, okay.

Defendant Rinaldi 6:51

Were they having major issues with material purchases?

Andy Lord 6:54

They weren't.

Defendant Rinaldi 6:55

Were you aware that they were very severe shortages of PVC and other things?

Andy Lord 7:00

Yes,

Defendant Rinaldi 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.

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,

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.

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

Attorney Monteleone 8:19

Objection to testimony, not a question.

Defendant Rinaldi 8:20

I'm trying to explain the it's is a question. I'm not I'm explaining to him the context, which I'm sure he's familiar with so

Justice Daniel Billings 8:29

just ask your question.

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

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

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

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

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.

Defendant Rinaldi 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,

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.

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

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

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?

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

Attorney Monteleone 13:23

Can we reference a line number,

Defendant Rinaldi 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.

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

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

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

Defendant Rinaldi 14:31

the paving, painting You never mentioned to them.

Andy Lord 14:33

What about,

Defendant Rinaldi 14:34

well, that I was demanding that be removed. I demanded on the fourth but you didn't think it was sort

Andy Lord 14:41

They were aware of that.

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

Defendant Rinaldi 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

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?

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

Attorney Monteleone 16:08

Objection calls for speculation, obviously,

Defendant Rinaldi 16:11

well, he was with him in the room and discussing it with him.

Attorney Monteleone 16:15

I think there's, there's a different question to get at what he's trying

Justice Daniel Billings 16:17

Objection sustained

Defendant Rinaldi 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.

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

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.

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?

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 17:29

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

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,

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,

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,

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

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

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 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

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

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.

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

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.

Defendant Rinaldi 19:59

But your not you know

Andy Lord 19:59

But it's not as black and white as you think

Defendant Rinaldi 20:00

no, I understand but you're not an appraiser, so you don't fully know if it could be done or not.

Andy Lord 20:05

I don't know.

Defendant Rinaldi 20:05

Okay, so, but again, you guys,

Andy Lord 20:08

but my experience in selling at selling several hundred houses is that these things would take weeks.

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.

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

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

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?

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?

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

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

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

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?

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.

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

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

Defendant Rinaldi 24:01

Can you elaborate?

Andy Lord 24:03

Did you not get estimates for all these escrows? Did you not?

Defendant Rinaldi 24:05

yeah you told you. You asked me to Yeah.

Attorney Monteleone 24:08

So objection to testimony that's not a question.

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?

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

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

Defendant Rinaldi 24:48

I understand

Andy Lord 24:50

the conversations we had with Drew and Susie at the time was, take it as is. You want to finish this yourself. Is it worth putting an end to this at that point Drew was like I'll take it as-is

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

Defendant Rinaldi 25:09

again. Their original complaint states that, but that was not you're telling me. That's not what his understanding

Attorney Monteleone 25:15

objection relevance. This isn't a party statement.

Defendant Rinaldi 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?

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.

Defendant Rinaldi 25:32

Well he has direct knowledge

Justice Daniel Billings 25:33

Objection sustained

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

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

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

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.

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)

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

Defendant Rinaldi 27:10

Yes,

Andy Lord 27:10

it's going to be a blacktop driveway.

Defendant Rinaldi 27:13

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,

Defendant Rinaldi 27:26

what you read in the contract? Right?

Andy Lord 27:27

Right?

Defendant Rinaldi 27:28

Okay, which, again, is a legal thing, correct?

Andy Lord 27:30

That I read the contract?

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.

Defendant Rinaldi 28:14

Well, I mean, the wording of the contract and the gravel the top coat it was the base coat was me, the top coat was them. I mean, that's legal

Andy Lord 28:21

When I buy gravel

Defendant Rinaldi 28:23

that's on the second spec sheet, correct?

Andy Lord 28:26

No it's on both

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

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.

Defendant Rinaldi 28:40

I mean, I'm not here to testify, so yeah, but

Andy Lord 28:46

You have been

Defendant Rinaldi 28:47

I know, yeah, you're right. So Are you still working for Matt Dibiase

Andy Lord 29:07

No

Defendant Rinaldi 29:09

the Lord group is not no longer under the landing,

Andy Lord 29:11

It's not

Defendant Rinaldi 29:13

really? Oh, okay, which is, when did that happen? I'm just curious

Attorney Monteleone 29:18

Objection relevance.

Justice Daniel Billings 29:22

Objection sustained.

Defendant Rinaldi 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.

Defendant Rinaldi 29:56

Okay, so he did that on his own.

Andy Lord 29:58

Yeah

Defendant Rinaldi 29:59

Okay? Is it normal for appraiser to give up all their commission?

Andy Lord 30:02

No,

Defendant Rinaldi 30:02

I'm sorry, a realtor real estate agent.

Andy Lord 30:05

No

Defendant Rinaldi 30:07

Okay. Now, the 11am meeting on the fifth, were you aware of that meeting

Andy Lord 30:14

With who

Defendant Rinaldi 30:15

of Lincoln capital, Matt and myself?

Andy Lord 30:17

I was aware that it was supposed to happen.

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

Defendant Rinaldi 30:29

Yeah, so,

Andy Lord 30:33

Yes

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.

Defendant Rinaldi 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

Defendant Rinaldi 31:02

so, but you did

Andy Lord 31:03

All I knew was what was on the Alta.

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.

Defendant Rinaldi 31:11

Okay, did you direct them to issue a check to to Derek?

Andy Lord 31:16

No

Attorney Monteleone 31:17

Objection, relevance

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.

Defendant Rinaldi 31:34

Okay, this is exhibit do?

Attorney Monteleone 31:56

What is? What are we looking at?

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

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,

Defendant Rinaldi 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,

Defendant Rinaldi 33:35

yeah, I know

Andy Lord 33:35

okay,

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

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

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.

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.

Attorney Monteleone 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.

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

Defendant Rinaldi 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.

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

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,

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

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

Defendant Rinaldi 36:29

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

Attorney Monteleone 36:33

Objection to testimony

Defendant Rinaldi 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?

Defendant Rinaldi 36:44

Yeah,

Andy Lord 36:44

we were up there and we were trying to play.

Defendant Rinaldi 36:46

One day we

Justice Daniel Billings 36:47

You're not asking questions,

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 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

Defendant Rinaldi 38:19

So the interest you're talking

Andy Lord 38:21

and the rate lock

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

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.

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

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.

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?

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

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,

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

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.

Attorney Monteleone 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

Defendant Rinaldi 41:39

Umm exhibit four. He said,

Attorney Monteleone 41:41

Yes,

Defendant Rinaldi 41:44

sorry.

Attorney Monteleone 41:49

Is it is it common to prepare an addendum? Is it common to prepare an addendum for something that is not necessarily a change.

Andy Lord 42:02

No

Attorney Monteleone 42:03

I suppose an addendum is one way to incorporate additional documents in

Andy Lord 42:09

correct

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.

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 intended to buy

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,

Attorney Monteleone 43:00

more so than than the erroneous spec sheet that was originally attached

Defendant Rinaldi 43:05

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

Attorney Monteleone 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

Attorney Monteleone 43:56

Where did exhibit 13 originate?

Andy Lord 43:59

Mr Rinaldi gave it to me

Attorney Monteleone 44:00

And What is it?

Andy Lord 44:04

It's a asphalt driveway estimate for 160 by 10 foot driveway.

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,

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

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

Defendant Rinaldi 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.

Attorney Monteleone 45:05

It was discussing cross

Justice Daniel Billings 45:07

objections overruled

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

Attorney Monteleone 45:24

I'd move admission of plaintiffs 13.

Justice Daniel Billings 45:27

Any objection

Defendant Rinaldi 45:35

No

Attorney Monteleone 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

Attorney Monteleone 46:07

I'd move for admission of plaintiff 17,

Defendant Rinaldi 46:10

I would like to add whatever's missing there. So we have a complete document

Attorney Monteleone 46:14

this is your exhibit B, from your summary judgement

Defendant Rinaldi 46:18

No, I understand. I just do you know the dates it's from? I think it's just,

Attorney Monteleone 46:23

it's your exhibit B, Mr Rinaldi.

Defendant Rinaldi 46:25

No, I understand. I know it's my exhibit B, but it's not a complete series of text. It'd be nice to add the remaining of the text to it.

Justice Daniel Billings 46:32

You have exhibits that you want to add. In your case, you can.

Attorney Monteleone 46:35

It would be nice to receive other texts if you have if you have other texts. I think this case, I would be nice to receive them.

Defendant Rinaldi 46:41

Yeah I mean, I'm more than happy to send them,

Justice Daniel Billings 46:48

Objections overruled it's admitted

Attorney Monteleone 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.

Attorney Monteleone 47:27

Now is there? Is there another document that identifies that that number 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

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

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,

Attorney Monteleone 48:12

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,

Attorney Monteleone 48:33

so at this stage of the proceeding, why did you agree to do that

Andy Lord 48:42

at this stage? The second alta statement, a lot got reduced here. We were just trying to ge it to close

Attorney Monteleone 48:50

now, similarly, you would, you would testify about communications, or you were asked about communications you had with the lender in trying to get it to close. In that respect, what was, what was the purpose of of your questions, the lender and your your representations, the lender regarding, regarding the paving,

Andy Lord 49:19

my purpose of it was to at that point, Drew was willing to forego that if we could still close this. So we were trying, essentially, whatever money we could to give to Mr. Rinaldi to entice him to come close

Attorney Monteleone 49:35

right now. 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, just from all these proceeds.

Andy Lord 49:47

Absolutely not

Attorney Monteleone 49:50

But if you, if you didn't, Well, nevermind. I'll leave that question strike it. I. No further questions.

Justice Daniel Billings 50:13

Thank you sir you may step down call the next witness.

Attorney Monteleone 50:29

And just to clarify, Your Honor, is Mr Lord free to free to leave.

Justice Daniel Billings 50:36

He assuming he's not here under subpoena from Mr. Rinaldi then he's free to leave as long as you I don't know if you subpoenaed him or not, but you're releasing him

Attorney Monteleone 50:45

I'm comfortable releasing him.

Justice Daniel Billings 50:47

It's fine by me.

Attorney Monteleone 50:52

Next call Isabel Shomaul

Defendant Rinaldi 51:05

is this your expert,

Expert Paving 51:15

Isabel schonemao

Defendant Rinaldi 51:23

Objection Her testimony is, I feel like highly prejudicial because they have no evidence that they their original complaint has nothing about paving they never amended it. So her testimony is, It's all fine and dandy that has nothing to do with their original complaint and what they're actually arguing. I mean, she's testifying to paving when the original complaint states that I sent a text saying I could sell it for more money. Their original complaint doesn't even mention the word paving.

Justice Daniel Billings 52:01

He gets to ask questions, and if you have objections to questions, we'll deal with it as they come.

Defendant Rinaldi 52:06

Okay,

Attorney Monteleone 52:10

good afternoon, Mr. SchoneWalt, so I understand you go by. B,

Expert Paving 52:17

yes.

Attorney Monteleone 52:18

Is it okay if I if I call you? B,

Expert Paving 52:19

please

Attorney Monteleone 52:20

As we talk here today. So what, what is, what do you do for a living?

Expert Paving 52:29

I am a licensed professional civil engineer practicing in civil engineering and a specialization called geotechnical engineering. And

Attorney Monteleone 52:38

what kind of kind of work? Does that? Does that entail, in layman's terms,

Expert Paving 52:44

geotechnical engineering is like structural engineering, but instead of working with concrete and steel, I work with soil and bedrock.

Attorney Monteleone 52:53

Do you work? Do you work with roads

Expert Paving 52:56

Yes?

Attorney Monteleone 52:56

Is that a focus of your of your engineering expertise,

Expert Paving 53:01

piece of it. Yes.

Attorney Monteleone 53:02

And are you a are you licensed,

Expert Paving 53:05

Im a licensed professional engineer?

Attorney Monteleone 53:07

And how long have you been licensed as a professional engineer?

Expert Paving 53:11

About 33 years.

Attorney Monteleone 53:13

And I imagine that process of becoming an engineer requires some education before that.

Expert Paving 53:20

Yes,

Attorney Monteleone 53:21

could you tell the court a little bit about your educational background?

Expert Paving 53:24

I have a bachelor's degree in geology, bachelor's degree with high distinction in civil engineering, and a master's degree in civil engineering focusing on geotechnical and so

Attorney Monteleone 53:40

So in your in your professional work over the past 30 years, and to work in what ways do you work with roads and road materials?

Expert Paving 53:52

I do a significant amount of earthwork, design and construction oversight that includes road building materials as well as pavement materials.

Attorney Monteleone 54:11

So how did you come to be involved with this case about a person sale contract dispute in Raymond May

Expert Paving 54:20

I was asked by Bernstein sure to review contract language that related to driveway.

Attorney Monteleone 54:28

And are you aware if you were, if you were designated as a as an expert witness in this case,

Expert Paving 54:34

I understand that

Attorney Monteleone 54:36

yes. So in the course of your review, I think you identified contract mentioned, you would have reviewed contract language. Now, have you reviewed the language that is in Exhibit four that you've heard, you've heard discussed. I.

Expert Paving 55:00

I reviewed a small amount of

Attorney Monteleone 55:04

the contract language and

Expert Paving 55:06

yes,

Attorney Monteleone 55:07

to be more clear, did you review the language that relates to the driveway in Exhibit four, to please is the page that is just in front of the signature boxes

Expert Paving 55:19

exhibit four. Page six of exhibit four, and

Attorney Monteleone 55:35

what is, what is that? That contract language? How does it? How does it identify, what the what the driveway entails.

Expert Paving 55:42

It's very simple driveway, dash, blacktop, okay,

Attorney Monteleone 55:47

now, in your professional experience working with road materials, what is blacktop?

Expert Paving 55:57

Blacktop is often called hot mix asphalt. It is a bituminous material that is put down with specialized equipment.

Attorney Monteleone 56:07

Have you ever encountered a circumstance in which blacktop was interpreted to mean gravel?

Expert Paving 56:18

I have not. In my experience, blacktop is not used to describe any soil material.

Attorney Monteleone 56:24

And when you say soil material does what?

Expert Paving 56:28

Gravel, crushed stone, some folks call it bank run gravel, these are all soil materials, soil materials that would come out of the earth, as is now

Attorney Monteleone 56:43

there has been some discussion about different spec sheet versions, different contract language versions. Have you seen other other references to driveway materials in other contract documents? Other documents I

Expert Paving 56:58

I did. it just includes, again, driveway, dash, blacktop, and then it has some additional information. Okay,

Attorney Monteleone 57:09

so if I can, if I could refer you to exhibit two, if you turn back to where the where, there's a Photo Rendering, I think maybe you have to go back six pages in to Find those unnumbered pages, or five five pages in i and in this version, how does it identify that the driveway material?

Expert Paving 57:52

Again, it's driveway dash laptop, and then it provides some notes. Okay, now,

Attorney Monteleone 58:01

in your your experience looking at residential driveways, how many layers we typically talking about of the pavement we would be looking at,

Expert Paving 58:15

typically two, okay, sort of a base coat that's a little thicker, and then a top,

Attorney Monteleone 58:21

okay, and then is there typically, I mean, is a gravel, a gravel course part of the roadway sequence.

Expert Paving 58:31

That's usually the first thing that goes down. It serves as the bedding layer for the asphalt and material.

Attorney Monteleone 58:39

And is that bedding layer in any way, again, in your in your experience with industry terms, is that bedding layer in any way, the blacktop,

Expert Paving 58:50

I've never heard blacktop being used to describe the soil or the gravel. That's typically a base course

Attorney Monteleone 59:02

that the gravel is, but instead is so. What's the distinction between a base course and a black top surface?

Expert Paving 59:14

The base course is a granular material often called aggregate. It usually comes out of a pit a borrow area. Sometimes it runs through screens to get gradation correct, but it's placed with earthwork equipment, and it's compacted to form a firm base on which to apply the bituminous material,

Attorney Monteleone 59:43

and then in what? By contrast, what does blacktop material entail?

Expert Paving 59:50

Hot mix asphalt originates from an asphalt plant. It does contain some aggregate. But it's bound together, and is characterized by being an asphalt, or bituminous material that's impervious to water.

Attorney Monteleone 1:00:10

In other words, it's bound. It's, in essence, bound together. Bound together, it's placed hot and it's placed with specialized equipment. Now, did you hear testimony earlier regarding the inability to access asphalt plants in February.

Expert Paving 1:00:28

Yes,

Attorney Monteleone 1:00:31

what's, why is that? What's what's happening there?

Expert Paving 1:00:36

Maine has harsh winters, and asphalt plants really cannot run efficiently during those cold winter months, so they shut down.

Attorney Monteleone 1:00:45

So if and if it's shut down, what does that mean for access to blacktop materials?

Expert Paving 1:00:51

It's not available?

Andy Lord 1:01:00

No further questions.

Defendant Rinaldi 1:01:04

How you doing, ma'am. So, I mean, we all know well may been wrong, which is fine, but so, but base coat base course, I heard you say that distinction. Would it be fair to say that some people get those confused?

Expert Paving 1:01:31

No,

Defendant Rinaldi 1:01:32

even like, say someone who experienced like builders or realtors and stuff like that.

Expert Paving 1:01:36

I think builders in particular know the distinctions.

Defendant Rinaldi 1:01:41

Okay, so you don't think anybody is confused when it comes to any of those terms, because they kind of seem to be used interchangeably sometimes.

Expert Paving 1:01:49

Well, in terms of calling something blacktop, yeah, no, you say that's yeah. That's only one thing in my Yeah. So

Defendant Rinaldi 1:01:57

you did review the contract. Obviously correct. So you see below us as walkway that also says black top, yes, okay, which wasn't, in this case, done so when they say base. So, have you ever heard of aggregate call base coat?

Expert Paving 1:02:14

No,

Defendant Rinaldi 1:02:15

never in your experience.

Expert Paving 1:02:17

No.

Defendant Rinaldi 1:02:17

Do you think it's ever confused?

Expert Paving 1:02:21

It can be

Defendant Rinaldi 1:02:23

into as soon as your answer. I apologize. I did not mean to cut you off,

Expert Paving 1:02:29

and that's why we try hard to refer to aggregate or gravel as a course.

Defendant Rinaldi 1:02:36

And by tuning, I just looked it up. I don't I don't. You clearly know what you're doing. You're clearly an expert. I have no issues with that. I just figured, you know, I'd ask these questions. I have no further questions.

Justice Daniel Billings 1:02:49

Would you think it would be likely to be confused when the language used in the specs say paving, and then after paving, base code only do you think that'd be less likely to be confused for the base course?

Expert Paving 1:03:09

Paving? To me, in my experience, refers to a hot mix as well a bituminous material,

Justice Daniel Billings 1:03:19

and that would be more specific than just saying base coat, only saying paving before using the term base code would more likely be clear that you're talking about the intuitive material, that you're right.

Expert Paving 1:03:32

Yeah,

Justice Daniel Billings 1:03:32

thank you. Redirect

Attorney Monteleone 1:03:35

nothing further after, may this witness be finally excused.

Justice Daniel Billings 1:03:38

Yes. Thank you. Why don't we

PART 4 of 4

Justice Daniel Billings 0:00

Their council for the plaintiffs may call their next witness. The Plaintiff would like to call Drew Pierce

Attorney Monteleone 0:06

What brought you to to look to buy a house in Maine, in 2020,

Drew Pierce 0:44

I've been living on a cape most of my life, just looking for a change. I always love the area up here. And yeah, I just decided that I wanted to permanently move up there

Attorney Monteleone 0:57

How old are you currently?

Drew Pierce 0:58

I'm 35

Attorney Monteleone 0:59

and what do you do for a living?

Drew Pierce 1:01

I do welding and fabrication work.

Attorney Monteleone 1:05

And where do you currently live?

Drew Pierce 1:07

I live on Cape Cod

Attorney Monteleone 1:08

in other words, well, so what came of your effort to move to Maine?

Drew Pierce 1:16

What do you mean?

Attorney Monteleone 1:17

Well, did you have any success in in relocating to Maine?

Drew Pierce 1:23

No,

Attorney Monteleone 1:25

why not.

Drew Pierce 1:25

Ummm 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 .

Attorney Monteleone 1:25

With that And if I can. I'd like to come, come back to that in a minute first I'd like to start looking at your effort to find a house back back in 2020, so how did you how did you come to hire Andy Lord

Drew Pierce 2:12

Andy, I ended up inquired about a few houses online, and Andy was the broker that was recommended through the website.

Attorney Monteleone 2:25

Did you ultimately hire Andy as your as your agent?

Drew Pierce 2:28

Yes,

Attorney Monteleone 2:33

how? How did you? How did you come to find the cape road property?

Drew Pierce 2:45

The Cape road property, originally, I just found it on a online search engines.

Attorney Monteleone 2:56

So was, was there a point in time, or what was the point in time that you became engaged in conversations about potentially buying that house?

Drew Pierce 3:11

When I started to communicate with Andy,

Attorney Monteleone 3:15

You tell me,

Drew Pierce 3:16

okay, I mean, I started, I started looking for property in Maine, I'd say some time in spring 2020, so And then by summertime, that's when I first started making trips up here to see things and, you know, check out the area a little more, find out exactly where I wanted to be, right?

Attorney Monteleone 3:33

And Did, did Andy have some understanding of of what you were looking for?

Drew Pierce 3:37

Yeah, I'd say, so I gave him, you know, kind of like a vague idea of what I was looking for, yeah, for him to potentially find some properties to check out, compare some stuff, and figure out exactly what I

Attorney Monteleone 3:50

so if I could refer you to exhibit one each on the On the third page and exhibit 1/3 page. Yeah. Okay. Okay. Now, did, did Andy bring this particular project, this, this rebuild that was happening at the Cape road property to your attention as as a purchase possibility?

Drew Pierce 4:17

I believe that I reached out to him originally, if I remember correctly, this was one of the first homes that I came across in my home search and I had inquired about it, you know, through the search engine, whether it was Zillow or realtor, one of those search engines. And that's how I came to know Andy was. He was the agent that they basically assigned, you know.

Attorney Monteleone 4:41

So then, in your interactions with Andy, did you come to understand that that that this project was being presented as as a different, a different build plan, than than what, what you had seen previously listed?

Drew Pierce 4:57

I don't quite understand.

Attorney Monteleone 4:59

I. See, did you have the opportunity to see this rendering in Exhibit one, and as you were exploring your interest in putting in an offer at the Cape Road property,

Drew Pierce 5:16

Yes

Attorney Monteleone 5:16

did you have an opportunity to to meet with Mr. Rinaldi and then see what he was, what he was building.

Drew Pierce 5:25

Yes,

Attorney Monteleone 5:26

when did that happen?

Drew Pierce 5:28

I believe that would have been in August of 2021, when I went up there for the first time. Okay, um, it could have been a week or two after that. I vaguely remember, I know that I went up that one time, and then I went up a few weeks later. I don't recall if it was the first time that I met Rinaldi. I don't recall if it was the first time or the second time I went up. Okay,

Attorney Monteleone 5:50

so when you were there, did you have an opportunity to to discuss in this Rinaldi about what he was what he was building,

Drew Pierce 5:58

yeah,

Attorney Monteleone 5:59

and was the house under construction at the time?

Drew Pierce 6:02

Yes,

Attorney Monteleone 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.

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

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.

Attorney Monteleone 7:14

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.

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.

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.

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.

Attorney Monteleone 8:32

Did Mr. Rinaldi flag those things for your attention, as you were with him, looking at the at the building under construction, as in, like, did he say that when he walked from the original spec sheet that this was, did he identify these features in terms of, like, what's happening about the garage, what's happening at the porch?

Drew Pierce 8:52

Yeah, did he?

Attorney Monteleone 8:56

Did he discuss some of the the other amenities that are outlined on exhibit, one such as, for example, the intent to put hardwood floors throughout.

Drew Pierce 9:05

Yep.

Attorney Monteleone 9:11

Did he discuss his intended kitchen design with you?

Drew Pierce 9:15

He did. He showed me some previous photos of projects to get worked on, and I really like the look of it. And once again, like I pretty much just gave him, like, the creative freedom, you know, I was impressed with his judgment, you know.

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.

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.

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

Attorney Monteleone 10:54

as and is that the same? Is that what Mr. Rinaldi described to you is that what you understood that exhibit one had outline is that? What you understood that the summary in Exhibit one outline,

Drew Pierce 11:12

Yeah ,

Attorney Monteleone 11:12

what did you do? Did you did you direct your agent to prepare an offer?

Drew Pierce 11:17

I did?

Attorney Monteleone 11:19

What happened next?

Drew Pierce 11:23

I just made the offer on the house and it was accepted.

Attorney Monteleone 11:31

So can I ask you umm can I refer you to exhibit two now on the buyer's line includes Janice Lariviere, who's Janice.

Drew Pierce 11:51

Janice is my mother

Attorney Monteleone 11:52

and and why? Why is your your mother on the on the contract? Why was that necessary?

Drew Pierce 12:01

I'm not married. I, you know, didn't, I don't make enough, didn't make enough money to to get qualified for the mortgage. Independently, independently, yes,

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

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,

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,

Defendant Rinaldi 13:30

after you submitted your offer, did Mr. Rinaldi make a make a counteroffer?

Drew Pierce 13:35

No.

Attorney Monteleone 13:36

Did Mr. Rinaldi accept your offer.

Drew Pierce 13:45

Yes

Attorney Monteleone 13:45

So what happened? What happened next, after, after those, those papers were signed, was there, was there effort to clarify the scope of the work?

Drew Pierce 14:01

I believe that we requested the new spec sheet, just so we would have it on record for and just so I could see it. And, yeah, I mean, I was expecting the four bedroom.

Attorney Monteleone 14:17

And then when you ultimately were were provided the corrected spec sheet in Exhibit four. Did you have the chance to review that spec sheet?

Drew Pierce 14:29

Yeah ,

Attorney Monteleone 14:30

and was, how did, how did exhibit four compare with your expectations of what, what you were buying?

Drew Pierce 14:39

Like it was exhibit four, exactly what I was expecting. Yes, yeah, yeah.

Attorney Monteleone 14:46

And how did this the outline of what you see in Exhibit four, relate to what you observed at the property.

Drew Pierce 14:54

It was pretty spot on. I would say it was the same house.

Attorney Monteleone 14:58

Now was, was there a point in time in the course of as you communicate with Mr. Rinaldi about his building plans? What if he expressed to you in terms of his desire to have some autonomy or discretion in in the build, as far as, like him, you know, making the call for a certain thing, is that what you mean? Well, I think what I'm, I'm trying to understand is that, was there some understanding that, that Mr. Rinaldi would have some some discretion to choose things like finishes and materials.

Drew Pierce 15:42

Yeah,

Attorney Monteleone 15:44

why was that?

Drew Pierce 15:47

I gave him kind of the freedom to do it, because this is what he does, and I thought that he would be able to come up with something better than what I would be able to come up with. I just trusted his judgment as far as finishes, just to make me do all

Attorney Monteleone 16:02

So, for example, if I might refer you to the second page in Exhibit four, for example, there is there's provisions, such as, with reference to the garage door, where there's a note that buyer will have the choice of finish and style of choice, right? So when we talk about what Mr. Rinaldi had had discretion to do, did you ultimately make the choice of what garage door style you were going to put on this house?

Drew Pierce 16:34

Not that I recall,

Attorney Monteleone 16:35

was that the type of decision that, although it, although many buyers make that you would defer to Mr. Rinaldi,

Drew Pierce 16:44

Yeah

Attorney Monteleone 16:51

you spoke to this minute ago, but I'd like to clarify why. Why do you agree to give Mr. Rinaldi that kind of that that discretion in terms of the construction as far as making, like, the decisions,

Drew Pierce 17:06

like I said, it's just, you know, it's not my area of expertise. I just thought that somebody who was still in that area, and that's what they did, I thought that they could come up with something that they liked it just because, simply, it's just not what I do

Attorney Monteleone 17:21

in the course of the discussion that you had with Mr. Rinaldi about him having discretion to choose finishes, did Mr. Rinaldi ever express expectation that his choices might change the price. In other words, if you chose higher end materials that cost more, he would come to you looking to to make up the difference in price. So what was your understanding about how Mr. Rinaldi's choices about the build affected the purchase price that you had agreed to pay?

Drew Pierce 17:59

I didn't think it would affect my the purchase price of what I agreed to pay, just because we had already agreed upon that, you know, and I gave him the freedom to do what he wanted, whether, you know, he was using something very expensive and high end, or he was using something else. You know, that was his responsibility

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,

Attorney Monteleone 18:33

why not.

Drew Pierce 18:35

I don't really think there was much that I wanted to change.

Attorney Monteleone 18:38

I now you were first, first scheduled to to close in in November. What what happened?

Drew Pierce 18:54

It wasn't ready.

Attorney Monteleone 18:55

What did that mean for you?

Drew Pierce 18:59

I mean, I had already planned on to be moving up for November. So everything was just kind of at a standstill, just kind of waiting around to see, see what was going on.

Attorney Monteleone 19:12

Were you kind of pestering, or giving a hard time about how this needs to get

Drew Pierce 19:20

I'm a very, very patient, understanding person. I think I was more than agreeable with everything. I don't really think I ever gave him a hard time. Really.

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

Attorney Monteleone 19:45

what was going on there?

Drew Pierce 19:49

I believe when I got pre approved for my mortgage, you know, it was only good for X amount of time, whether that be a month or I'm not exactly sure how to. How that whole process goes, but I know that I was approved for X amount of my interest, and then after overtime, it was going to expire,

Attorney Monteleone 20:08

okay, and and what would that mean for, ultimately, the cost of your your loan,

Drew Pierce 20:17

it would make my monthly payments go up, but my loan cost more interest.

Attorney Monteleone 20:23

So did the bank provide you an option, which to what, to essentially preserve the rate that they had, that they had set in what, in August?

Drew Pierce 20:34

Yeah,

Attorney Monteleone 20:36

and what was that

Drew Pierce 20:38

a rate lock

Attorney Monteleone 20:44

How did, how was that strike that what is I mean, did that require a payment the rate lock?

Drew Pierce 20:54

I don't believe so.

Attorney Monteleone 20:56

Did it require a payment at the time that you closed on on the loan?

Drew Pierce 21:00

Did it require a payment like at the time that they offered me the rate lock

Attorney Monteleone 21:04

at the time. In other words, did, did some payment have to be made in order to for that rate lock to be possible?

Drew Pierce 21:12

I mean, I had to pay them for it, but I don't believe I had to give them any upfront payment. I don't believe so

Attorney Monteleone 21:18

understood. 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.

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

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.

Attorney Monteleone 22:47

If I can refer you to exhibit eight, eight, what was, what was your understanding of the terms of the possession prior to closing addendum?

Drew Pierce 23:06

I mean, I thought that, you know, I had free reign to come and go as I pleased from the property there and put my things there, stay there if need be. That was my understanding.

Attorney Monteleone 23:18

And did that contract provision include any, any payment of rent.

Drew Pierce 23:26

No,

Attorney Monteleone 23:28

was, what was your understanding as to, as to why payment of rent wasn't included?

Drew Pierce 23:34

I just kind of assumed that it was just because we were so far behind and was trying to get into a home, and I was already buying so I didn't, honestly didn't at the time, that never really even crossed my mind, as far as paying it daily or weekly rent or whatever, what have you on it?

Attorney Monteleone 23:58

And did you, in fact, move, move your belongings. Move belongings into the property.

Drew Pierce 24:04

Yes

Attorney Monteleone 24:05

And when did that happen?

Drew Pierce 24:07

I would say it started right around when the ownership prior to closing addendum was filed. I would say it started right around that time, probably over the next couple of weeks, I believe it was taken at one trip or so a week up there to drop some stuff off. And then I had the pod delivered there. So I moved everything out of there into the garage

Attorney Monteleone 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 here somewhere.

Attorney Monteleone 24:53

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.

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.

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

Attorney Monteleone 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

Drew Pierce 26:14

Say that again,

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.

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

Attorney Monteleone 26:35

what was happening with that, with the housing market at the time. I mean, did I can hold on, on that question, one a second, and ask you a different question. 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,

Attorney Monteleone 27:00

what was your understanding of what was happening with with the property market at the time

Drew Pierce 27:04

things were going up,

Attorney Monteleone 27:05

so did? Was there? Did? Was there concern about the ability to afford the same the same thing, if you had to go back under a contract with a new property? I

Drew Pierce 27:20

yeah,

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.

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,

Attorney Monteleone 28:23

correct?

Drew Pierce 28:25

I don't recall if there was an exact figure given to me,

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 ,

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

Attorney Monteleone 29:02

Now were issues, or any issues regarding objections to driveway paving brought to your attention.

Drew Pierce 29:12

Yes

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.

Attorney Monteleone 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

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.

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.

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 form,

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

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

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

Attorney Monteleone 31:22

Well, ultimately happened there?

Drew Pierce 31:24

He didn't show up

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.

Attorney Monteleone 31:55

After that. You still had, was that was that on the on the last day of the contract,

Drew Pierce 32:10

I believe so it was either the fourth or the fifth. I don't remember exactly what day it was. I believe that last day of the contract was the fifth, if I remember correctly,

Attorney Monteleone 32:22

after Mr. Rinaldi had refused to come to closing, what did he express to you about you being at at the property where you had belongings there?

Drew Pierce 32:35

I had zero contact with him directly after he refused to come to closing,

Attorney Monteleone 32:40

but he had reiterated to Andy not to come to the property after I after everything fell through, alright? I So was that possible for me to not go to the property, to not go to the property, to stay away from property.

Drew Pierce 33:01

Absolutely not

Attorney Monteleone 33:02

Why not

Drew Pierce 33:03

everything I own is on that property,

Attorney Monteleone 33:06

and why not just leave it there?

Drew Pierce 33:22

Ah, couldn't leave it there. I'm sorry. I'm so emotional. I couldn't leave it there.

Attorney Monteleone 33:40

Had had and Mr. Rinaldi threatened you that you'd be you'd be trespassing,

Drew Pierce 33:45

yeah

Attorney Monteleone 33:45

, if you go back.

Drew Pierce 33:46

Yeah

Attorney Monteleone 33:49

So, so what did you do?

Drew Pierce 33:52

I went back to get my belongings. I went and got a box truck. Had to get all my stuff out of there.

Attorney Monteleone 34:05

And and when you're at the property trying to collect your stuff, and in response to Mr Rinaldi, what did, what happened?

Drew Pierce 34:15

He called the police

Attorney Monteleone 34:17

Did the police come?

Drew Pierce 34:18

Yeah

Attorney Monteleone 34:21

How did, how did you perceive the the role of the police being there?

Drew Pierce 34:33

I felt pretty threatened. I felt like I was, you know, being pushed away from something, my property, all my belongings. It was terrible.

Attorney Monteleone 34:47

Now did you express to to the police that you had you had a right to be there?

Drew Pierce 34:53

Yeah.

Attorney Monteleone 34:54

And what did and and what did they say in response,

Drew Pierce 34:57

they said, I. They, I mean, they didn't really, I think they kind of thought it was more of a civil thing. I don't think they wanted to get into it too much. They just told me that.

Attorney Monteleone 35:17

And did you? Did you, in fact, go?

Drew Pierce 35:23

I did

Attorney Monteleone 35:26

you put up in opposition to the law enforcement directive for you to leave

Drew Pierce 35:31

as far as like leaving? Right there, I told him, I'm not leaving without my property

Attorney Monteleone 35:39

Did result in, in, in an issue in other what, what happened with the with the interaction, how did, how did that? How did the interaction with the police, essentially, kind of come to an end?

Drew Pierce 35:49

I finished. I mean, it came to an end. I just finished loading my stuff. They stayed there while I finished loading my stuff

Attorney Monteleone 35:56

Essentially, they they stayed just kind of monitoring. You. The time, and what was your understanding as to why they were there?

Drew Pierce 36:11

I really, I'm not sure. I mean, Mr. Rinaldi had called out they were there because of him

Attorney Monteleone 36:21

Like to turn to look at to discuss about what happened after the closing fell through. Did you ultimately retain a lawyer?

Drew Pierce 36:33

Yeah,

Attorney Monteleone 36:34

and how long after the closing had fallen through, did you? Did you retain a lawyer?

Drew Pierce 36:41

Within a few days

Attorney Monteleone 36:44

Now are you aware of any correspondence being sent on your behalf? Commission Rinaldi and inept an attempt to try and resolve the contract dispute

Drew Pierce 36:55

from my lawyer?

Attorney Monteleone 36:57

Yes. Could I refer you to exhibit 21 what is exhibit 21

Drew Pierce 37:15

exhibit 21 is a breach of contract for purchase and sale of Raymond Cape row.

Attorney Monteleone 37:24

So What was the purpose of of this communication on your behalf? Mr. Rinaldi, about about a week after the closing had had fallen through,

Drew Pierce 37:45

let him know that he had breached our contract.

Attorney Monteleone 37:50

What efforts were being made to try and put Humpty, Dumpty back together again, as they say,

Drew Pierce 37:59

as far as after

Attorney Monteleone 38:01

, yeah, I mean, at this, at this stage where they're where they're continuing efforts to try and find some

Drew Pierce 38:09

To mediate

Attorney Monteleone 38:10

mediator resolution and how are those? How are those perceived?

Drew Pierce 38:18

He just refused to mediate them.

Attorney Monteleone 38:24

Is exhibit 21 a true copy of the correspondence that was sent on your behalf. Did you review?

Drew Pierce 38:34

The best of my knowledge? Yes,

Attorney Monteleone 38:37

move for admission of plaintiffs. 21

Justice Daniel Billings 38:38

Any objection.

Defendant Rinaldi 38:42

Is it 19 or 21 you're talking about the letter

Attorney Monteleone 38:46

deposition 19 and now it's plaintiff's 21

Defendant Rinaldi 38:49

No, no, no objection.

Justice Daniel Billings 38:51

It's admittd ed

Attorney Monteleone 38:51

in I can refer you to exhibit 22 what was, what was Mr. Rinaldi's response to to your effort through Council, the two try and sit down at mediation and resolve the contractus view.

Drew Pierce 39:30

He said he will not be participating in mediation.

Attorney Monteleone 39:35

Why not?

Drew Pierce 39:42

He believed that the contract had been terminated,

Attorney Monteleone 39:46

all right, and did you have the opportunity to to review this? The email that Mr. Rinaldi sent to go counsel,

Drew Pierce 39:58

I believe I did.

Attorney Monteleone 40:02

Is a true copy of the email my knowledge,

Drew Pierce 40:05

yes,

Attorney Monteleone 40:07

move for admission of plaintiffs. 22 any objection,

Defendant Rinaldi 40:11

I just there's a response letter from me, and there's, I think, more email responses. I would just like the whole thing of in its entirety, to be there.

Justice Daniel Billings 40:20

It's not a proper objection. 2022. Is admitted,

Defendant Rinaldi 40:23

okay?

Attorney Monteleone 40:30

After Mr. Rinaldi had refused to mediate, I yeah, what happened? What happened to the the property next after he refused to mediate, yeah, he what happened with the house?

Drew Pierce 40:52

He put it under contract with somebody else.

Attorney Monteleone 40:55

So also, are you aware whether he relisted it?

Drew Pierce 40:59

I'm not. I don't know the specifics of that if he relisted it, I'm assuming so,

Attorney Monteleone 41:05

but I know that you put it under contract, and are to have to acknowledge of of the contract price that Mr. Rinaldi ultimately put the house under contract for.

Drew Pierce 41:17

To the best of my knowledge, I believe it was 100,000 more.

Attorney Monteleone 41:26

What was your understanding of how Mr. Rinaldi is putting the sorry that question following Mr. Rinaldi's refusal to mediate and contracting with with another party , with another party to sell it to someone else, what did what did you cause to happen next?

Drew Pierce 41:53

Can you repeat that one

Attorney Monteleone 41:54

after Mr Rinaldi had, had put the property under contract, had refused to mediate with you. We What did you cause to happen next?

Drew Pierce 42:06

I entered the suit against it.

Attorney Monteleone 42:10

You initiated this lawsuit.

Drew Pierce 42:11

Yes,

Attorney Monteleone 42:16

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

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.

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.

Attorney Monteleone 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.

Attorney Monteleone 43:40

Was there a point in time that you did you called off the search?

Drew Pierce 43:48

Yeah,

Attorney Monteleone 43:49

when was that?

Drew Pierce 43:51

It's a probably within a couple months of this one.

Attorney Monteleone 43:59

And to any knowledge of how real estate prices have have evolved since then, since spring of 2021

Drew Pierce 44:09

Yeah, they've continued to climb.

Attorney Monteleone 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,

Attorney Monteleone 45:03

if I can follow up. Were there changes in your effort to to after you went under contract and making plans to relocate to Maine? Were there changes that you made in your life that essentially changed your situation?

Drew Pierce 45:26

Can you repeat that one? ,

Attorney Monteleone 45:29

when, when you had embarked on the plan to move to Maine, yep. Did you make changes that changed your your professional situation or your home situation.

Drew Pierce 45:42

Yes,

Attorney Monteleone 45:43

can, can you elaborate on on those changes?

Drew Pierce 45:46

Yeah. I mean, I just had my own small business. I shut that down, sold off my equipment and to try to come up here the house I was living in, I was giving that up. Yeah, I was kind of giving up everything. Oh,

Attorney Monteleone 46:08

and was, is your fiance joining you in this, in this adventure?

Drew Pierce 46:15

Yes,

Attorney Monteleone 46:15

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.

Attorney Monteleone 46:40

Why wasn't it as as easy as simply going back you came from there? Why can't you just go back and pick up where you left off?

Drew Pierce 46:49

I mean, things had changed at that point. I said I had already given up my my shop space, I had given clients equipment. It wasn't as easy as just showing back up and going back to work. I didn't have somebody to show back up to go back.

Attorney Monteleone 47:08

How is has? How do you characterize where you've been as a result of of this experience. What was this kind of a false start? If you will

Drew Pierce 47:26

repeat the question,

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.

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

Attorney Monteleone 48:00

no further Questions.

Drew Pierce 48:05

I apologize for emotional

Defendant Rinaldi 48:08

well first, thank you, sir. I appreciate it. I appreciate you answering honestly, I really do, and I'm sorry you've gone through this. I feel the same way as you go. So I think it sucks for both of us, and I really wish you the best I honestly do. I say that from the bottom my heart. Yeah. So anyways, so a lot of it seems like, I mean, you do come to house off in terms of end, but initially you were only there maybe once a month. Let's say something like that, once every

maybe it was just fair to say that Andy was kind of, you know, negotiate. He was there a lot, you know what I mean. So lot of the negotiations were more between him, not me. And you would that be fair to say?

Drew Pierce 49:19

Yeah,

Defendant Rinaldi 49:20

I okay. Now the rate lock, when you said, I, I agreed to pay it. Now that's something Andy probably told you. I'm sorry. No, your good 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,

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

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 has price been talked about? Correct?

Drew Pierce 50:40

I hadn't put in an offer, yeah. And

Defendant Rinaldi 50:42

we didn't talk about anything like price wise or stuff like that, 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 reign, 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.

Defendant Rinaldi 51:40

So he's kind of like he was, and he was, I mean, him, don't say, I bet he's a good realtor, so I but, you know, I'm sure he was just negotiating about trying to get you the best deal possible. So, but October and you are pretty much just in mass for the most part, doing your thing, and, you know, let him, kind of, you know, check on things while you're in touch and base with you and stuff. Okay, let's see. 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,

Defendant Rinaldi 52:28

I get you. Yeah, no. Okay, down the fifth. No, I apologize, honestly, it was a long, long fifth. It was crazy. I think we were all emotional, all retired, all stressed out, you know, and I was going to my son's baseball practice. I was coaching you guys came flying by with whole troop of you, so I just called the sheriff and said, you know, can you just make sure everything's okay? When we got there, you already been removing your things correct?

Drew Pierce 53:03

I just got there. Oh, really,

Defendant Rinaldi 53:05

so you guys just, it came that fast. They We're up there. We went down there. Just, yeah, but your intentions to go there was to get your stuff Correct,

Drew Pierce 53:14

yes

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

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. I mean, sorry, I 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.

Defendant Rinaldi 53:51

So you guys sent a letter, I think a week later, March 12, so a week later, exactly after that, I think we emailed back and forth, but there was a delay. Did you guys, did you talk with James about, like, maybe any urgency, knowing that I'm under the gun, knowing I have to, you know, was there any discussions about trying to, you know, trying to make this, fix this quick, versus between you and I?

Drew Pierce 54:17

Yes,

Defendant Rinaldi 54:17

you and I have not spoken.

Drew Pierce 54:19

No,

Defendant Rinaldi 54:19

it makes sense. No, I know, I know, but 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.

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.

Defendant Rinaldi 55:09

That's fine.

Drew Pierce 55:10

Everything was kind of old.

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.

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, CA

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,

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,

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 had, you know, yeah, said to you, I have a clue.

Defendant Rinaldi 56:53

Okay, no, I get it. I it now I think we discussed in your deposition, you got you obviously wear that like at Home Depot, you had to wait in line for like an hour just to get into place at that point because the covid. I mean, I don't know it's been a while, but that was when you had to wait, wear a mask and wear weight in line to get in everywhere. It was just nuts. I mean, you obviously, I mean, I think we discussed in the deposition, but I don't know if you remember us having to deal with that at that time,

Drew Pierce 57:43

yeah,

Defendant Rinaldi 57:44

so, I mean, it kind of made sense that I was having a struggle finishing it on time, given the lack of labor

Drew Pierce 57:50

objection that's going no, not a question, okay?

Justice Daniel Billings 57:56

Objection system, yep.

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.

Defendant Rinaldi 58:30

Yeah. I mean, you look around, what was going on. No. I mean, everyone knew that things were delayed. Yeah. I now, 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.

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.

Defendant Rinaldi 59:20

Okay, so him is saying that I talk like nevermind I want to go there. Did you submit your purchase and sales exhibit the purchase agreement? I just want to ask questions about that, and then you're good. After March 5, when I go right on March 12, I responded with a

letter that wasn't. Discuss when James was up here. Do you remember my response to that letter, or what I was basically my position at that point?

Drew Pierce 1:00:06

Your response to the initial letter from you guys? Yes, I believe it's right in front of me right here. Is that? Is it really?

Defendant Rinaldi 1:00:20

Yeah, so, I mean, you remember my position, because it you weren't a question. I just refused to mediate. Or, do you know if there was a reason why I refused to mediate?

Drew Pierce 1:00:30

No, I just, you know, it says right here that you would not be participating in mediation. Oh, the email,

Defendant Rinaldi 1:00:35

so there was an actual letter sent. Did you ever see that letter?

Drew Pierce 1:00:40

I probably did, yeah,

Defendant Rinaldi 1:00:41

it's been a while. I know I don't think it was submitted with it, so it's okay. I'm gonna just keep it moving the purchase and sale. There was an option to inspect. I believe you guys waived your right to inspection.

Attorney Monteleone 1:00:59

Objection. Relevance.

Drew Pierce 1:01:03

Okay, I'll keep going

Justice Daniel Billings 1:01:05

Jackson . Sustain you

Defendant Rinaldi 1:01:21

aware that work was done after March 5 to induce a higher sale price, or anything along those lines?

Drew Pierce 1:01:29

I not really know. Okay, at that point, you know our relationship was over at that point.

Defendant Rinaldi 1:01:36

Yeah, I now the sheriff thing the on March 4, I sent the message because it was a crazy day saying that. You know, Paul, Sheriff, Attorney showed up, but on March 5, that message was never sent on March 5. Is that correct? The threat to call the sheriff, the trespassing was never sent on March 5. Is that correct?

Drew Pierce 1:02:15

Was March 5, the day

Defendant Rinaldi 1:02:17

that we were closing, supposedly. And then the fifth was when it got extended a day, or something like that. So

Drew Pierce 1:02:26

I'm just a bit confused, because I the only time that I heard anything you know of the sheriff was the day.

Defendant Rinaldi 1:02:33

So you were told that day to closing, yeah, that you didn't show up was that was the only time the sheriff was mentioned. So that day we were told that I threatened that at that time, is what you were told from the realtors, because I didn't text you. Obviously I texted

Drew Pierce 1:02:46

No, I don't remember if they directly said to me they were going to call the police. I just kind of assumed you were going to Yeah. I, honestly I they may have told me, yeah,

Defendant Rinaldi 1:02:58

I got you. Did the police ever say, Oh, the sheriff, ever say to you, we're just here to make sure nothing happens? Or did the report that is in there? They didn't even file a report because there was really no issue. And I believe Andy tested that they were assisting you. So what were your interactions with the sheriff?

Drew Pierce 1:03:19

They told me they did. Huh?

Defendant Rinaldi 1:03:27

Because, I mean, I don't want to testify, so I'm sorry. Do you read where they weren't doing evictions at that time because of the covid? I think they suspended evictions.

Drew Pierce 1:03:36

Yeah , yeah.

Defendant Rinaldi 1:03:40

Now what? So before the sheriff, I know you've done that. You guys have gone there after closing, fall through, obviously, get your possessions Correct,

Drew Pierce 1:03:47

yeah,

Defendant Rinaldi 1:03:48

yeah. But you plan getting them. You didn't plan staying right. You just want to get your stuff your whole life in that Exactly, yeah, I got you. But you plan a grounding. I mean, leaving, obviously,

Drew Pierce 1:03:57

I would have stayed. I just wasn't trying to.

Defendant Rinaldi 1:04:00

No, I get it, yeah. But it wasn't like, like, you know, you want to stay there. And the sheriff said, No, you need to go. It was like, you're just like, I want to get my stuff. So, I mean, I wanted to stay No, I get that. But I mean, at that point, with everything going on, you were just trying to get your stuff to get out of there, correct?

Drew Pierce 1:04:17

At that point in time, I would say, yeah, yeah.

Defendant Rinaldi 1:04:21

And on the fifth it wasn't like, after close of fourth row, I said you need to come get your stuff or anything like that. It was just you guys. You just wanted your stuff so that you could, yeah, you know, we get got to the point where,

Drew Pierce 1:04:33

yeah, that was everything I had left.

Defendant Rinaldi 1:04:34

No, I get it.

Drew Pierce 1:04:35

I wasn't willing to give it up.

Defendant Rinaldi 1:04:36

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.

Defendant Rinaldi 1:04:57

Yeah , I know it was crazy

Drew Pierce 1:04:59

for me to you know. To remember specific details.

Defendant Rinaldi 1:05:01

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,

Defendant Rinaldi 1:05:11

I got you. And again, you guys were agreeing to take the house as is that correct?

Drew Pierce 1:05:19

Yeah,

Defendant Rinaldi 1:05:24

I it honestly. Thank you. Joe.

Justice Daniel Billings 1:05:29

Redirect Council

Attorney Monteleone 1:05:32

very briefly, sir, I think you were, you were asked, Mr Rinaldi, if, if the Sheriff asked you to leave, or, or if you, if you voluntarily left, did, did you perceive when you're talking to a law enforcement officer that staying was a option, and was that expressed to you by the law enforcement officer?

Drew Pierce 1:06:12

Yes,

Attorney Monteleone 1:06:20

Mr. Mr Rinaldi also asked you about willingness to take the property as is.

Drew Pierce 1:06:28

When we talk about taking it as is,

Attorney Monteleone 1:06:31

what is? What is that? What does that mean in terms of some of the the issues you were seeing at the house upon your final walkthrough before the closing that Mr. Rinaldi didn't attend.

Drew Pierce 1:06:45

I mean, I was willing to take it, you know, as as is in the state that it was in, obviously there was still, you know, some issues with some escrow stuff, with the driveway, which, and the the painting and whatnot, which I thought was all going to be taken care of. After the fact, I was just, you know, just looking at

Attorney Monteleone 1:07:03

those are, were you aware of other kind of inspection, inspection issues that that weren't of the level of of Escrow withholdings?

Drew Pierce 1:07:13

Yes,

Attorney Monteleone 1:07:15

what kind of, what kinds of things?

Drew Pierce 1:07:16

Well, I had a inspection done, private inspection, and there's some issues came up things that need to be addressed, like, like, what, um, there was a couple issues, some a couple minors, some plumbing issues, and some insulation issues, if I remember correctly, and just kind of some odds and ends that that weren't quite up to par where they should be. So what I was paying for were

Attorney Monteleone 1:07:41

those, those the kind of things that you, that you perceive you were willing to walk away from, in other words, asking Mr. Rinaldi to make fixes on those, those smaller things around the house.

Drew Pierce 1:07:54

You mean, like as and I was trying to hold him accountable for doing those or correct. I

Attorney Monteleone 1:07:57

mean, in other words, is by saying that you're willing to take it as as is? Were you referring to to not holding him accountable for some of some of those little things around the house, or were you referring to something else?

Drew Pierce 1:08:07

Yeah, I would say not hold him accountable for some of those little, little odds and ends. Nothing further.

Justice Daniel Billings 1:08:15

Thank you. May step down, sir. Thank you. Thank you, Council. I assume you don't have an five minute witness.

Attorney Monteleone 1:08:23

I'm afraid I only have one five minute witness today. Fair enough that said, if we can address just a couple of housekeeping items, I think that Mr. Rinaldi and I have a stipulation about admitting plaintiffs 11 and plaintiffs 12, which will spare us from having to hear from a different foundation witness.

Justice Daniel Billings 1:08:46

Okay, tomorrow, and that's the the Alta settlement statements.

Attorney Monteleone 1:08:50

Yes, Your Honor. Yeah. So first one agreement with

Justice Daniel Billings 1:08:54

that. Mister Rinaldi, yeah. Okay, thank you. So 11 and 12 were admitted by agreement of the parties. Thank you. Okay, so just for planning purposes, I'm not going to hold you to it, but I think it just can make things a little bit more efficient tomorrow. But again, if you make a strategic choice, otherwise, when we come back, I'm not going to hold you to it, but I always try to ask, like, what's your plan to start with? Because it just might make it easier

Unknown 1:09:20

for the What's

Justice Daniel Billings 1:09:23

your plan to start tomorrow? I

Attorney Monteleone 1:09:25

expect to start our morning with with Mr. Rinaldi, okay,

Justice Daniel Billings 1:09:29

and that's fine. So Mr. Rinaldi, as far as exhibits you intend to use? You need to figure that out. Yeah, I will just make copies. Mark them. Make copies. Have a copy for Mr. Monolione, one for yourself and one for the court, and that will just save us a lot of time. Yeah, I apologize, yeah. Okay. Court will be recess. We'll start 830 tomorrow morning. Thank you. All right. You.

TRIAL DAY 2

Part 1 of 2

Justice Daniel Billings 0:01

We're on the record here in Cumberland County Superior Court. It is July 22 2024, we are here for day two day two of the trial, pierce et al pierce et al versus Rinaldi Can we have folks identify themselves for the records, starting with council

Attorney Monteleone 0:25

morning, Your Honor. James Monteleone plaintiff

Defendant Rinaldi 0:28

morning, Your Honor. Anthony Rinaldi, pro se

Justice Daniel Billings 0:34

When we last were together, the plaintiff was continuing with their presentation, so we'll continue with that. But I wonder if there's anything we need to address preliminary before we get started.

Attorney Monteleone 0:50

No your honor we're prepared to proceed.

Defendant Rinaldi 0:53

Diane called me, and I told her, I'm so like, I have a huge contract with Central Maine medical July and August, I'm under a huge deadline. I told her I would not be available this month. I could be liable if I take more time off. I'm not prepared. She didn't give me time to subpoena my witnesses, so I don't understand why she's booking us for these days when I told I'm not available,

Justice Daniel Billings 1:15

well, you were sent notice on July 3,

Defendant Rinaldi 1:18

I didn't get it on that, she called me and I responded to her. She didn't write back or anything like that, and then I didn't see that till later on. I didn't even know it was in the mail.

Justice Daniel Billings 1:28

Oh, well, this is a 2021 case, and we are moving forward. Council, you can call your witness.

Attorney Monteleone 1:35

Plaintiffs call Mr. Rinaldi,

Clerk 1:37

Rinaldi, do you swear to tell the truth, the whole truth, and nothing about the truth.

Defendant Rinaldi 1:58

Yes

Clerk 1:58

Thank you.

Attorney Monteleone 1:59

Good morning Mr. Rinaldi so we're here resuming trial dates after after our June trial dates were canceled correct

Defendant Rinaldi 2:24

Yup

Attorney Monteleone 2:25

and during day one, you heard testimony from Andy Lord testified about the contract, about the corrected spec sheet, about the appraisals, about waiting for you at the contract at the closing table, and You had the

opportunity to ask Andy Lord questions about anything in the case, we also heard testimony from Drew Pierce. Mr. Pierce testified about meeting you before, went under contract, about project delays, about removing his belongings from his home that he thought he was buying that day and when you ultimately refuse to close.

Defendant Rinaldi 3:11

They breach. But correct

Attorney Monteleone 3:15

You testified about how the changes in the real estate market that happened by the time that this contract was unavailable has prevented him from buying comparable property in Maine remember that testimony.

Defendant Rinaldi 3:29

Andy testified that the prices had already increased in August of 2020 so

Attorney Monteleone 3:34

All right, and you have the opportunity to ask drew about anything in the case.

Defendant Rinaldi 3:39

Yup

Attorney Monteleone 3:42

We also heard from engineer schawmaul

Defendant Rinaldi 3:44

Umm hmm

Attorney Monteleone 3:46

and you heard her testify about the unmistakable difference between gravel and asphalt blacktop, right,

Defendant Rinaldi 3:56

yeah it's irrelevant but

Attorney Monteleone 3:59

and you're aware that the courts admitted 17 of plaintiffs exhibits that have been offered so far

Defendant Rinaldi 4:08

I have no idea.

Attorney Monteleone 4:13

Unfortunately, the originally scheduled trial dates for June, 12 and 13th were canceled. You were made aware that trial dates were canceled because because of an injury,

Defendant Rinaldi 4:27

first time, not the second time.

Attorney Monteleone 4:29

I'm sorry,

Defendant Rinaldi 4:30

the first cancelation, not the second cancelation,

Attorney Monteleone 4:32

and the second cancelation you're referring to being happening a couple hours later.

Defendant Rinaldi 4:36

Yeah.

Attorney Monteleone 4:37

Okay, so you are made aware that that occurred because of an injury.

Defendant Rinaldi 4:41

The first cancelation was made aware of an injury the second cancelation absolutely not

Attorney Monteleone 4:47

all right, but as a result, that had nothing to do with this case.

Defendant Rinaldi 4:55

I beg to differ

Attorney Monteleone 4:57

okay,

Defendant Rinaldi 4:57

do you want me to elaborate why?

Attorney Monteleone 5:00

please.

Defendant Rinaldi 5:01

Well, Andy Lord admitted that he's the cause of the breach, that he intentionally misled me into believing I was legally terminating. He also

didn't give drew the opportunity to meet my demands furthermore. So I offered to meet on Monday, and he refused.

Attorney Monteleone 5:19

So it's your testimony that the trial, the trial was postponed because of the merits of the case, because of the substance of the case

Defendant Rinaldi 5:28

absolutely without question. That's my opinion

Justice Daniel Billings 5:36

Can you explain.

Defendant Rinaldi 5:38

This is this case. It's again. I know you're just coming and getting involved, but I mean, it's, this is insane. I mean, they, they three years. I filed 50 motions all of them should have been approved, every single one.

Justice Daniel Billings 5:54

So if I tell you, we didn't have trial because I sprained my ankle and couldn't drive, you would say that's not true?

Defendant Rinaldi 6:01

No, I didn't say that's not true.

Justice Daniel Billings 6:03

Well, that's why the trials was continue.

Defendant Rinaldi 6:05

She called, and we rescheduled for the following day we were supposed to come Thursday, and then the following Thursday, and then two hours later, she called and said, Now the trials is just canceled, and I can't tell you anything else. And the when they first called. I didn't know if what was really going on, but I'll take your word for it. But yeah, I mean, he hasn't presented any any evidence, Drew doesn't have any personal knowledge of it, and his star witness gets up here who committed perjury on a grand scale and says that, yes, I intentionally misled you into believing you were legally terminating contract. So, I mean, this is just it means three and a half years that the record's crystal clear. I mean that day,

Justice Daniel Billings 6:49

so that's your defense. Because actually sitting through that day of trial, I came away with it, wondering, what is your justification for? Tell me today, what is your justification for breaching the contract,

Defendant Rinaldi 7:01

anticipatory reputation, the unpaid upgrades, duress, undue influence. There's so many

Justice Daniel Billings 7:07

unpaid upgrades. Did you ever submit change orders from the contract price?

Defendant Rinaldi 7:12

They demanded upgrades. I agreed to them and said, I need to get with Matt. I try to get ahold of Matt both Realtors work for landing real estate. But regardless, on on the fourth I demanded it to be removed, they refused to. Everybody was on the same page. We all agreed that I was legally walking away. I wouldn't have done that if that wasn't the case. If they said, No, you're not in the right I would have closed. How is that my fault? If they're literally, intentionally misleading me.

Justice Daniel Billings 7:47

Sorry, counsel, well, I didn't hear that testimony or see any exhibits that suggested that anybody was telling you, telling you, that anybody was telling you trying to do everything they could to get you to the closing table. Nobody was telling you that it was okay not to

Defendant Rinaldi 8:04

Thats absolute not true. Andy Lord said, like, so you thought was a good idea to lead me to believe that I was legally terminating and not tell me you disagree. And he said, Yes, he intentionally misled me. He took the blame for the breach. I don't understand how you could twist it any other way. I mean, I that day, I knew something was up, so I legitimately said

over and over and over again, very clear on the fourth and fifth very, very clearly why I wasn't closing. Very clearly. Because I was like, if anything comes back, no one can say I breached, because I documented the crap out of this. And then, sure enough, this happens,

Attorney Monteleone 8:42

and in the meantime you've made some actually repeated public announcements that the trial was canceled because of a lack of evidence presented in plaintiff's case,

Defendant Rinaldi 8:58

I believe, with all of my heart, I honestly, it's been three and a half years. No one will even look at this. It's, I mean, this is crazy, and

Attorney Monteleone 9:08

that I think, in one instance, if I, if I may, approach your honor, hand you a email that you sent on July 7 to what appears to be every member of the maine legislature in which you wrote the trials was set for three plus days, but it was canceled after day one, then rescheduled and then canceled again. Why is this? You may ask, it was canceled because day one proved that I have been telling the truth the entire time, and the court system just wasted a massive amount of resources allowing this fraud on the court to continue for three years. All that after the court clerk informed you that the judge had unfortunately suffered an injury

Defendant Rinaldi 9:56

I didn't doubt that, but I would think trials aren't normally rescheduled. You have people subpoenaed like they generally. They don't like to deviate. And I but she called, she scheduled. That was fine. It's when she called back and just said, No, now it's canceled, and not a word, radio silence. Didn't tell me why, and it's not like I I just, I talked to attorneys. They won't go on the record. They don't want you to do this because they're scared, you know, but it was clear as day to them too, like, I mean, you know, I've, I've conferred with plenty of attorneys, and then, you know, unfortunately, I wish I could get someone to represent me, but because I've tried but it's, it's impossible, but they'll agree that this is, this is bananas.

Attorney Monteleone 10:40

So, so I would move for admission of that of that email as exhibit number 29

Defendant Rinaldi 10:47

I object this is not part of the record. This is me protesting exercise my First Amendment. This wasn't intended for court, but it's up to you Your Honor.

Justice Daniel Billings 11:00

What is the relevance?

Attorney Monteleone 11:02

It goes to Mr. Rinaldi's credibility. And now that's this. And you honor this, this email, which has happened since our last trial day is not in is not in the material.

Justice Daniel Billings 11:23

i guess it could have relevance to that. So it's admitted. Over objection

Attorney Monteleone 11:38

Mr Rinaldi you ultimately received some 500 pages of documents from the plaintiffs through discovery. In this case, is that correct?

Defendant Rinaldi 11:49

471, most of them are duplicates

Attorney Monteleone 11:51

right ? So, so nearly 500 pages you received

Defendant Rinaldi 11:54

of stuff that I already had,

Attorney Monteleone 11:56

Okay And meanwhile, in this case, you never produced anything but documents that you deemed to be relevant.

Defendant Rinaldi 12:04

I gave you everything and anything

Attorney Monteleone 12:06

that you deemed to be relevant.

Defendant Rinaldi 12:09

I mean, sure,

Attorney Monteleone 12:09

because You didn't respond to plaintiff's discovery requests.

Defendant Rinaldi 12:12

You already had everything.

Attorney Monteleone 12:17

All right?

Defendant Rinaldi 12:17

You did right. I mean, wrong. I'm sorry. I've been telling the truth this whole time.

Attorney Monteleone 12:25

Just wait for me to ask you a question here

Defendant Rinaldi 12:26

I'm sorry I apologize

Attorney Monteleone 12:29

now. So for example, in the course of this proceeding, you've compiled all of the text messages that you had with your agent, Matt Dibiase that you deemed to be relevant to the case,

Defendant Rinaldi 12:43

sure, correct,

Attorney Monteleone 12:44

and that entire record of text messages is included in Plaintiff's Exhibit 15, which you had previously marked as Exhibit E to a summary judgment filing. Is that correct?

Defendant Rinaldi 12:57

I believe that's correct.

Attorney Monteleone 13:00

I move for admission of plaintiffs 15

Defendant Rinaldi 13:04

No objection

Justice Daniel Billings 13:05

It's admitted

Attorney Monteleone 13:09

Similarly, you compiled all of the text messages that you deem relevant between Matt's Dibiase and Andy Lord in this case, and all of those text messages that you that you deem to be relevant to the case are included in what's been marked and admitted as plaintiff 16, what you previously marked as Exhibit F.

Defendant Rinaldi 13:34

I'll take your word for it

Attorney Monteleone 13:39

similarly in Exhibit what's been marked and admitted as Exhibit 17 is your compilation of all the text messages with just with Andy Lord,

Defendant Rinaldi 13:50

yep, correct.

Attorney Monteleone 13:53

Everything that you deem to be relevant in this case,

Defendant Rinaldi 13:56

sure

Attorney Monteleone 13:56

is included in what you've pulled out from your text message with Andy Lord for exhibit seventeen

Defendant Rinaldi 14:02

I sent you everything I had.

Attorney Monteleone 14:06

All right. Now I'd like to turn and talk a little bit about your experience as a general contractor this house that we're talking about in Raymond, this was your first project as a general contractor. Correct,

Defendant Rinaldi 14:29

Not as a General Contractor, but first frame to finish houses, general contractor on my own

Attorney Monteleone 14:34

This is this was the first house that you were managing the entire project for a house.

Defendant Rinaldi 14:38

Yes, although I've built houses where I've pretty much built a whole thing, but I didn't have to do the ordering or certain things,

Attorney Monteleone 14:47

alright? So you, I think you just said, Well, you've never dealt with hard money construction loans or lenders prior to this project.

Defendant Rinaldi 14:59

Um. I no Well, I years ago, I almost got a hard money, loan back when I did mortgages and stuff. But no,

Attorney Monteleone 15:10

this was your first

Defendant Rinaldi 15:11

correct,

Attorney Monteleone 15:12

and this was, and this was your, the first house that you general contracted on your own.

Defendant Rinaldi 15:20

I would say that's correct, not my first house I built, but first house on my own. Yes,

Attorney Monteleone 15:28

now you worked on other houses nearly as a sub

Defendant Rinaldi 15:33

Can i Your Honor? Can I stop real quick? Is it possible I got my notebook just

Justice Daniel Billings 15:39

well, you have to testify from your own personal knowledge.

Defendant Rinaldi 15:41

No, no, no. Just to jot down notes. Like, nevermind. It's fine. I just like,

Justice Daniel Billings 15:46

oh that you can do

Defendant Rinaldi 15:47

yeah, because I just for the cross. Sorry,

Justice Daniel Billings 15:51

that's fine. Take notes about anything you want to address.

Attorney Monteleone 16:05

and just for the record, I would, I would object to Mr. Rinaldi, using or having access to anything other besides a notepad.

Defendant Rinaldi 16:11

Yeah, if you want to stand behind me, I just want to put I just across, just so I remember anything to respond to. Anything he asks

Attorney Monteleone 16:20

Do you need a piece of notebook paper Mr Rinaldi

Defendant Rinaldi 16:22

Yeah if you have that and a pencil, that would prefer Yeah, that sounds good to me.

Attorney Monteleone 16:55

you worked on other houses as a subcontractor, yeah,

Defendant Rinaldi 16:59

that's correct,

Attorney Monteleone 16:59

and those in that context, you were, you were paid on a on a per job basis,

Defendant Rinaldi 17:04

sometimes hourly, yes, sometimes Sure,

Attorney Monteleone 17:06

hourly per job, whatever it was. You were not engaged and build a project. Get paid only when everything is finished. And coming into this, you are aware, as a general contractor, that you wouldn't be paid until the project was done and sold

Defendant Rinaldi 17:28

well you get draws. So you get draws as you go,

Attorney Monteleone 17:32

oh, sorry. Okay. So, so you were, you were taking money that you were paying yourself from the construction loan.

Defendant Rinaldi 17:38

When you get draws, I mean, some of money, so I wasn't paying for labor, like I said.

Attorney Monteleone 17:44

So I see by the question is, you were paying yourself an income from the construction loan,

Defendant Rinaldi 17:50

if there was anything remaining, but you constantly had to buy materials for the next thing. So there really wasn't anything remaining.

Attorney Monteleone 17:56

My question is, were you taking money as a draw and paying yourself income.

Defendant Rinaldi 18:04

I'm not sure what the number is. It's not a lot because I had to loan money for materials, but it might be, might not even anything, because, again, you're playing like so I get a draw. I didn't have to buy the materials

for the next event. I have to install materials, and then I put in the draw. So by so I get the next check, I go for the next material, so I'm robbing Peter to pay Paul. It was some, you know, and I loan money with my dad and my ex. So I would, I'd say no, but I'm honestly, I I'd have to look at the numbers and really go through.

Attorney Monteleone 18:35

But you certainly found it was important to note that you were able to draw money. Yeah, when we're talking about whether or not you're able to take an income off the project until the until closing, you were, you were quick to emphasize that you can take draws.

Defendant Rinaldi 18:52

No,

Attorney Monteleone 18:52

I think it's what you testify a moment ago

Defendant Rinaldi 18:54

You said you don't get any money to the end. I was saying you get draws during it to pay for materials and the like

Attorney Monteleone 19:00

All right. Point being is that this project was different than all the projects you had worked on as a as a sub, on a project by project basis. Correct?

Defendant Rinaldi 19:15

That is correct. Although I will note (CUTOFF BY MONTELEONE)

Attorney Monteleone 19:18

that's

Defendant Rinaldi 19:19

Ok I was gonna (CUTOFF BY MONTELEONE)

Attorney Monteleone 19:20

I'm asking you a simple question, and you've said before that this project was supposed to be a turning point for you.

Defendant Rinaldi 19:31

Yes

Attorney Monteleone 19:33

Now let's talk a little bit about your decision to ultimately go under contract. Because, of course, you didn't have to go under contract prior to completion this project, did you?

Defendant Rinaldi 19:46

I don't know if that's true or not,

Attorney Monteleone 19:47

So nothing required you to go under contract. You could have,

Defendant Rinaldi 19:50

I don't know that to be true

Attorney Monteleone 19:52

you could have finished a house and then put it up for sale.

Defendant Rinaldi 19:54

Well Ryan Cyr from the bank, was asking about the purchase and sale, which made me nervous so. It. I then called Matt, because when he first mentioned them, I was like, no, let's finish it and sell it. And Ryan started messaging me because he didn't know that he not was involved. And so I was like, Maybe I should get this under contract. I don't know, but don't know what, what so, so

Attorney Monteleone 20:13

in other words, you're you're not aware whether or not you had the option to simply build a house and sell it when I was done, is that what you're saying

Defendant Rinaldi 20:21

I wasn't sure. Yeah, I didn't why. I didn't know what the reality was,

Attorney Monteleone 20:25

because you hadn't done this before.

Defendant Rinaldi 20:26

Nope. Objection, relevance. I don't see what this has to do with the breach.

Attorney Monteleone 20:31

This is putting into context all of essentially, what happened with the mismanagement of this contract that led to us to this debacle on the last day

Defendant Rinaldi 20:43

Repeat my objection. I mean, last time the labor is where you mess up on these the materials are fixed So whether I have experience or no experience, I could have never built anything in my life, that when you mismanage this, it's always with labor. The materials are legitimately the same no matter if you've never built a house, or you've built 1000 houses, so you can't mismanage something without having labor

Justice Daniel Billings 20:43

Objection overruled

Attorney Monteleone 21:08

Now the point in time this ultimately went under contract in the summer of 2020 right?

Defendant Rinaldi 21:25

The Didonatos

Attorney Monteleone 21:26

no you went under contract with pierce summer of 2020, (MONTELEONE TALKING HOSTILE TOWARDS DEFENDANT)

Defendant Rinaldi 21:29

in August? Yes,

Attorney Monteleone 21:30

right,

Defendant Rinaldi 21:30

yeah.

Attorney Monteleone 21:31

And you were aware that that was right, that was the heart of the covid pandemic.

Defendant Rinaldi 21:37

Yes. Like that got worse, but yes.

Attorney Monteleone 21:41

And at the time that was there was a point in time in which the real estate market in Maine had seen really a spike in in sales prices, right? People from elsewhere were really interested in buying real estate in Maine.

Defendant Rinaldi 21:54

That is correct

Attorney Monteleone 21:54

And you're, you were aware of being involved in the real estate industry, that many had the perception that when the pandemic issue kind of subsided, that those purchase prices would would drop.

Defendant Rinaldi 22:10

I was not aware of that

Attorney Monteleone 22:11

You weren't aware of that. That general perception of the market,

Defendant Rinaldi 22:14

I've always thought the demand, there's no inventory so things would keep going up.

Attorney Monteleone 22:19

All right.

Defendant Rinaldi 22:24

Maine is very desirable these days, especially with remote people working remote, I just didn't think it would go down.

Attorney Monteleone 22:35

Then why go under contract at all? If it's only going up, if it's going nowhere, going up, and you're confident about that, why go under contract at all (MONTELEONE TALKING HOSTILE TOWARDS DEFENDANT)

Defendant Rinaldi 22:40

I told you, I asked and answered. I mean, I told him, Ryan Cyr, started emailing me, asking about the purchase and sale, and so I was nervous. I didn't want to, I don't know, it just stressed me out. So I, I said, Matt, let's see what these guys have to offer. You know,

Justice Daniel Billings 22:40

just for the records, who's Ryan Cyr

Defendant Rinaldi 23:03

he's is the bank

Justice Daniel Billings 22:56

He loaned you the money,

Defendant Rinaldi 23:02

correct? Yep.

Justice Daniel Billings 22:44

He has nothing to do with the plaintiff.

Defendant Rinaldi 23:07

I mean, he was not, well, he was pretty involved with, like, trying undue influence trying to pressure me and threaten to take the house if I didn't agree to these terms or this that so

Justice Daniel Billings 23:09

you entered into agreement with that bank

Defendant Rinaldi 23:22

Yes, correct, yes yes, separately, yes.

Attorney Monteleone 23:33

You recognized that going under contract gave you a level of security.

Defendant Rinaldi 23:41

I wasn't really worried about someone else either way I was just worried about, I don't know. I just, whatever reason that's and that's the truth, whatever reason I don't know. Like, just, it just gave me anxiety. I wanted to entertain this, to see if it was, you know, something I wanted to get into

Attorney Monteleone 23:55

all right, I would like to recall we previously took your deposition in this case, yep, And when We took your deposition in the case, you were under oath. Yep, you were under oath, just like you are today. So really, the only difference being is that on that day, there wasn't a judge in the court in the room, and when we talked about the contract at that point in time, we talked about your asked how it helps you. Hand you a page here, your deposition with a line highlighted, I'm sorry. I'm sorry. What is what is, what did you say at that position, that the contract

Defendant Rinaldi 24:42

(Laughs) it gave me a level of security?

Attorney Monteleone 24:44

Okay,

Defendant Rinaldi 24:45

this is irrelevant though I mean, yeah, I guess it did. But it's not like, I'm like, trying to fool anybody. I mean, Ryan's Cyr was the reason that I did it

Attorney Monteleone 24:56

you're lender,

Defendant Rinaldi 24:57

yeah,

Attorney Monteleone 24:58

all right. And in fact in Right? You even recognized that you were mitigating the risk that prices could drop.

Defendant Rinaldi 25:06

I mean, I guess so. Yeah, I didn't look at it that way at all. I mean, you have it under contract versus not having it under contract. Yeah, there's a level of security, but that. But the reason I did it was Ryan's Cyr

Attorney Monteleone 25:19

go and show you the same page from the same deposition,

Defendant Rinaldi 25:22

sure,

Attorney Monteleone 25:30

in which you said

Defendant Rinaldi 25:32

yes , which one

Attorney Monteleone 25:34

I didn't want to be worrying about it, getting it under contract later on. So in my eyes, I was mitigating that risk by getting under contract, under the agreement,

Defendant Rinaldi 25:42

Yeah the truth, I don't see why. Like, these are, like, first of all, a lot happened, but that there's obviously level of security. The main reason I did was Ryan Cyr Obviously, it gives you a level of security, whether my intentions are not up. I mean, you can chip away all you want, and I'm sure there'll be more of them. There are different. Because I don't remember exactly what I said, But I told you the truth, the whole truth,

that day, and I will tell you the truth today, because I've always told the truth,

Attorney Monteleone 26:08

right? I'd like to refer you to Plaintiff's Exhibit one, which has been admitted in evidence, which is a binder right in front of you, I'm happy to give you the binder that I prepared for you so you didn't have to look at exhibits on your phone. Do you have exhibit one, (Said with Contempt) I'd confirm that your email address is SouthernMaineconstruction@gmail.com

Defendant Rinaldi 26:56

that's correct,

Attorney Monteleone 26:57

and it's marked as being Anthony Rinaldi next to that your agent was, was Matt Dibiase,

Defendant Rinaldi 27:05

correct, correct,

Attorney Monteleone 27:06

and Matt's Dibiase Email address is shown as landing email, which is Matt at landing homes, main.com

Defendant Rinaldi 27:14

that's correct,

Attorney Monteleone 27:14

correct . All right, now, in August of 2020, you, you emailed exhibit one to your agent,

Defendant Rinaldi 27:28

yes, August 5.

Attorney Monteleone 27:30

I'm sorry, what? Yes, August 5, 2020, email exhibit one to your agent,

Defendant Rinaldi 27:37

yeah, I see it here yup

Attorney Monteleone 27:39

And in Exhibit one included an attachment that you prepared regarding your plans for this build.

Defendant Rinaldi 27:50

Yes, at that point

Attorney Monteleone 27:58

and this and your corresponds with your agent was describing what you're building in planning to build. At the time, you identified that you were planning to build a four bedroom house with 2269 square feet.

Defendant Rinaldi 28:19

Again, that's pending the offer

Attorney Monteleone 28:23

where? But there's no mention anywhere here pending your offer. This is what ask a question. Is there or is there not any mention of pending an offer in Exhibit one?

Defendant Rinaldi 28:36

House is off the market?

Attorney Monteleone 28:37

Understand, does it say anything about pending an offer on exhibit one?

Defendant Rinaldi 28:41

It does not

Attorney Monteleone 28:42

answer the yes or no question,

Defendant Rinaldi 28:44

no, no. There Wasn't an offer.

Attorney Monteleone 28:46

All right, the square footage of the build that you've outlined in Exhibit one is larger than the design that you had originally developed, correct,

Defendant Rinaldi 29:05

that's correct,

Attorney Monteleone 29:06

and it was about 270 square feet larger.

Defendant Rinaldi 29:09

I might have more than that, but that's roughly Yes,

Attorney Monteleone 29:12

all right. And through this project, it's detailed. It's detailed other features that you plan for this house, such as engineered hardwood throughout correct

Defendant Rinaldi 29:36

Yeah,

Attorney Monteleone 29:39

such as heated bathroom floors,

Defendant Rinaldi 29:43

right? Yeah, they had this. They could added it to the contract,

Attorney Monteleone 29:46

such as a custom tile shower,

Defendant Rinaldi 29:49

sure,

Attorney Monteleone 29:55

other luxurious amenities, like heat pumps. You.

Defendant Rinaldi 30:02

Sure.

Attorney Monteleone 30:05

What this had outlined incorporated a number of the changes that you had you had considered and adopted for your prior buyer. Mike

Defendant Rinaldi 30:15

adopted them No. Mike Didonato the bonus room was not to be finished with the Didonatos What do you outline here with the extra square footage? It is to be finished, yeah, but with the Didonatos it's not included

Attorney Monteleone 30:26

okay, my question is in Exhibit one, yeah, that extra, that extra square footage we're talking about, reflected the finished bonus room,

Defendant Rinaldi 30:36

yes, in this one after the Didonatos were gone

Attorney Monteleone 30:39

Thank you. Yeah. Now, you acknowledged in Exhibit one that the price that you're going to sell for will be quote, a steal for whoever gets it.

Defendant Rinaldi 30:55

No, it's going to be over built, like I did an oversized foundation footer oversized Foundation, oversized framing. I'm not saying a steal like it's a well, well built house.

Attorney Monteleone 31:06

So when this has an exhibit one that this house is being overbuilt and whoever gets it will be getting a steal

Defendant Rinaldi 31:11

100% because it's overbuilt. Not because (CUT OFF)

Attorney Monteleone 31:14

so when I asked you that question a minute ago, and you said, no,

Defendant Rinaldi 31:17

no,

Attorney Monteleone 31:18

when fact it is

Defendant Rinaldi 31:19

no,

Attorney Monteleone 31:19

whoever gets it will be getting a steal is what exhibit 1 says

Defendant Rinaldi 31:23

Yes they are, What I'm saying to you is this, (CUT OFF BY MONTELEONE)

Attorney Monteleone 31:30

I'm asking you a yes or no question. You'll have your opportunity to tell whatever story you'd like to tell. (MONTELEONE RUDE TO DEFENDANT)

Defendant Rinaldi 31:35

Okay yup

Attorney Monteleone 31:36

you acknowledged. I think it's as you know, said a couple times that the house is being overbuilt,

Defendant Rinaldi 31:40

yep.

Attorney Monteleone 31:46

Ultimately, you prepared this summary because you intended for buyers to see this,

Defendant Rinaldi 31:54

not necessarily I was just sending it to Matt saying My intention was to finish it and then put it on the market. And so was it intended for anybody?

Attorney Monteleone 32:04

Now, you just testified. You testified earlier that you thought you had to put it on a contract, but now you're testing this

Defendant Rinaldi 32:10

is after that.

Attorney Monteleone 32:11

Let me finish asking you a question. Your testimony now is that you had the option to not put it on the contract, what that you could have finished it and then put it on the market?

Defendant Rinaldi 32:21

Well, Ryan messaged me, so that was my hope, yeah. But then once he did, I tend to get nervous, and then that's when I called Matt and like, let's just see what they have to say. Because Matt, Ryan was emailing me, and I don't know what to say.

Attorney Monteleone 32:32

So I asked you earlier whether these interior this materials, were intended for the photo for the buyers to see. I think that your your testimony was no

Defendant Rinaldi 32:42

so, no. So to be honest with you yeah, this may have been for the buyers. I don't know It's been so freaking long I don't remember. So you like, you're going to get me on those things. It's three half years ago. So I wanted to build this. So when he said that to me, that maybe I did send it for them, though I don't know either way. All I know is this is what I wanted to finish and I and I ultimately wanted to market it. So when they if I did send it to them, if this was response to them being interested, then

Attorney Monteleone 33:15

that's not what I asked you.

Defendant Rinaldi 33:16

Okay, what are you asking me?

Attorney Monteleone 33:18

I'm asking that you intended for buyers to see. This summary that that you've provided here, this information in Exhibit one was intended for buyers to see

Defendant Rinaldi 33:26

Sure. Why not? Yes, that may be true.

Attorney Monteleone 33:28

And it even says, I've attached a photo below for the buyers to see.

Defendant Rinaldi 33:34

Then, yes, it's true, indeed.

Attorney Monteleone 33:36

Now after this, as you've seen during exhibit one, your agent passed this along to Drew's agent,

Defendant Rinaldi 33:45

yep, hearing that, then that makes sense.

Attorney Monteleone 33:48

And thereafter you had the opportunity to meet with Drew

Defendant Rinaldi 33:51

Yep, and Andy at the property.

Attorney Monteleone 33:53

Yep, right. And that was in August of 2022 excuse me, August of 2020,

Defendant Rinaldi 34:02

couple like two weeks later. Yeah,

Attorney Monteleone 34:07

at that point in time, you had started framing the gable roof that we see in the in the rendering and exhibit one.

Defendant Rinaldi 34:15

Yes, I'm sorry,

Attorney Monteleone 34:18

while you were there, you had the opportunity to meet with, Drew and and talk through your vision from that for the house, as you outlined in Exhibit one.

Defendant Rinaldi 34:27

I mean, we talked just general eyes. I mean, it was pretty I mean, it was dirt, you know, it was pretty rough. But, yeah, generalized, yes,

Attorney Monteleone 34:33

yeah, because you had, you had a vision for what this house was going to be when it's done

Defendant Rinaldi 34:38

depending on the offer price, obviously, I mean, you know, I mean,

Attorney Monteleone 34:44

as you noted, before, this house was going to be a turning point for you,

Defendant Rinaldi 34:49

yeah. But again, it's

Attorney Monteleone 34:50

yes, no question,

Defendant Rinaldi 34:53

Then yes.

Attorney Monteleone 35:00

Now, while you were meeting with with Drew and Janice, or excuse me, with Drew and and his agent and his and his and his agent Andy,

Defendant Rinaldi 35:19

Drew was there, yeah, and Andy was there. And Drew's fiance was there.

Attorney Monteleone 35:25

Yes, okay. They certainly had the opportunity to to see the gable structure that you were building that was consistent with what's an exhibit one.

Defendant Rinaldi 35:39

He definitely saw that it's 100%

Attorney Monteleone 35:42

and we're able to get an understanding what you're building thanks to the conversation that you, that you had with them.

Defendant Rinaldi 35:48

I mean, again, it was all generalized. It was my big issue was that, you know, I wanted to finish it how I how I thought, and they just were concerned. They were just wanting to make sure it was done, right? Yeah.

Attorney Monteleone 36:01

So you made clear to them during that conversation that you you desire to be able to select all the FITS and finishes in order to do it the way that you saw.

Defendant Rinaldi 36:12

No, its really based on financing and budgets like that. If I could things were really well and I could afford to, like I would, you know, I like to overbuild things. That's how I've always been, but at the same rate, you know, I mean, obviously, goes down to the brass taxes you know, like, what's, you know,

Attorney Monteleone 36:27

You discussed your desire to have control over some of the the particular choices, what flooring goes in, what,

Defendant Rinaldi 36:34

yes,

Attorney Monteleone 36:34

what counters go in, what bathroom goes in,

Defendant Rinaldi 36:37

yes,

Attorney Monteleone 36:37

those kind of things

Defendant Rinaldi 36:38

correct

Attorney Monteleone 36:38

and and what did they express to you about about that

Defendant Rinaldi 36:43

they seem good with it. They seem

Attorney Monteleone 36:46

they seem good with it.

Defendant Rinaldi 36:47

Yeah, it was a good conversation.

Attorney Monteleone 36:48

All right. Soon thereafter, Drew submitted an offer to you for \$385,000

Defendant Rinaldi 37:01

correct, that's correct.

Attorney Monteleone 37:04

And that included a spec sheet.

Defendant Rinaldi 37:06

It did.

Attorney Monteleone 37:10

You didn't really go through the spec sheet, did you?

Defendant Rinaldi 37:14

I remember, I think I looked at the square footage and the picture, but you only see the pages you sign, really. When you do, those or initial so again, if I remember, right?

Attorney Monteleone 37:29

But it's fair to say you didn't really go through it.

Defendant Rinaldi 37:34

I would say it's fair. I just saw the price, and then I read through the contract, and then I saw the square footage, and I was like, I was kind of disappointed that I was hoping that they would want this, but I figured because of the prices, you know, because Matt had both specs.

Attorney Monteleone 37:51

So you previously testified in this case that you viewed the pictures and square footage, but you didn't, you didn't really go through it,

Defendant Rinaldi 38:01

the spec sheet?

Attorney Monteleone 38:02

Spec sheet? Yes,

Defendant Rinaldi 38:03

I don't, all right, I think that's correct.

Attorney Monteleone 38:09

In fact, you believed that the spec sheet was just a formality.

Defendant Rinaldi 38:17

Yeah, I think so.

Attorney Monteleone 38:18

Didn't really think you'd be held to it,

Defendant Rinaldi 38:18

well, based on a conversation, no, no,

Attorney Monteleone 38:18

you didn't think you'd be held to it, because it was just a formality.

Defendant Rinaldi 38:26

I agree with that, yeah.

Attorney Monteleone 38:32

Now, ultimately, when you received the offer, you interpreted that it included the conversation that you had, and that you would be able to choose all the fit and finishes at your discretion.

Defendant Rinaldi 38:47

I believe, yeah, I would be able to have, you know, again it was overbuilt. I would, you know, you know, material wise, do the best I can, and I did get high end countertops and all that stuff. I do believe that you did, believe that

Attorney Monteleone 39:07

You did believe that was, that was part of the agreement that you did with that you would choose everything based on what you talked about.

Defendant Rinaldi 39:10

Yes, that's it. Yes, right.

Attorney Monteleone 39:11

Okay, the spec sheet that you ultimately received doesn't say that does it?

Defendant Rinaldi 39:20

No, it does not,

Attorney Monteleone 39:20

no, actually, it says a number of things. It says a number of things to the contrary, if I can give you example, if you turn to exhibit two to the spec sheet. In exhibit two, we go to the so at the first page of the spec sheet, and then turn back, 123, pages, three pages. We do a section that's that's headed flooring.

Defendant Rinaldi 39:59

Oh. Sorry, I'm sorry

Attorney Monteleone 40:01

where in exhibit two then starting at the front of the spec sheet, turning back three pages, yeah,

Defendant Rinaldi 40:07

yeah I see it,

Attorney Monteleone 40:08

alright, and it says buyer to choose the color and style of flooring,

Defendant Rinaldi 40:13

yeah,

Attorney Monteleone 40:13

but that was inconsistent with your understanding of the agreement with Drew which is that that you were going to be able to have that discretion.

Defendant Rinaldi 40:20

These aren't signed, though,

Attorney Monteleone 40:22

I'm sorry. So we're looking at the version that is.

Defendant Rinaldi 40:26

None of those are signed or initials. I don't believe they're part of the contract

Attorney Monteleone 40:32

Mr Rinaldi we're looking at plaintiffs exhibit two,

Defendant Rinaldi 40:35

yeah, I know

Attorney Monteleone 40:35

and plaintiff exhibit two has got your signature on the bottom of it.

Defendant Rinaldi 40:42

Last page does

Attorney Monteleone 40:43

so let's look at the first page,

Defendant Rinaldi 40:45

yup

Attorney Monteleone 40:46

Has your your signature there

Defendant Rinaldi 40:46

where, oh,

Attorney Monteleone 40:46

Where talking about plaintiffs exhibit two

Defendant Rinaldi 40:46

Yup

Attorney Monteleone 40:48

you've got your digital signature on the bottom of the bottom right of plaintiffs exhibit two

Defendant Rinaldi 40:59

I'm sorry. So yes, I signed the contract the purchase and sale. And then there's like the addendums, which are, like the spec sheet stuff, and it says, like, unless it's signed, it's not part of it.

Attorney Monteleone 40:59

And so, so if we turn to the last page of the spec sheet,

Defendant Rinaldi 41:20

yup

Attorney Monteleone 41:26

it starts from Wall starts on the top.

Defendant Rinaldi 41:28

Yeah, that's signed

Attorney Monteleone 41:28

what do we find

Defendant Rinaldi 41:30

Yeah, that's signed

Attorney Monteleone 41:30

That's so That's, that's this addendum.

Defendant Rinaldi 41:32

It's not number.

Attorney Monteleone 41:33

What are you saying that that I have,

Defendant Rinaldi 41:36

that this page is part of the contract, but those other ones aren't there not signed

Attorney Monteleone 41:41

this so your testimony is this page that you signed is part of the contract, and nothing and everything else that you didn't you weren't asked to put a signature on is not part of the contract. That's your testimony.

Defendant Rinaldi 41:51

Yes.

Attorney Monteleone 41:52

Okay, your your interpretation of contract execution aside, is it fair to say that the spec sheet identifies that the buyer was going to have a say in what color and style flooring is built?

Defendant Rinaldi 42:13

Yeah , sure,

Attorney Monteleone 42:13

and that was and that was inconsistent with your agreement, with your understanding of the agreement.

Defendant Rinaldi 42:19

Yeah. Again,

Attorney Monteleone 42:21

yeah, right, yeah. It identifies that the buyer is going to have the say over what the light, what lighting is selected,

Defendant Rinaldi 42:27

yeah,

Attorney Monteleone 42:28

and that was inconsistent with your agreement.

Defendant Rinaldi 42:32

Yes.

Attorney Monteleone 42:33

Coming to the next page, it says that the buyer is going to choose the cabinets, the countertops, the sinks and the fiction fixtures.

Defendant Rinaldi 42:39

I just object on all of this from relevance. I don't see how it relates to the breach, but you can keep, keep going.

Justice Daniel Billings 42:50

How is what is in the contract not relevant to the breach?

Defendant Rinaldi 42:54

Well, these aren't signed, but also there, it really has nothing to do with what happened on those days. I mean, the paving wasn't even an issue. Like that's why I filed those motions in Limine I don't know why we haven't addressed those, but, um, because there, their complaints stated that I sent a text saying I'm not going because I want to sell it to Someone else for more money. That has nothing to do with the paving, nothing to do with this. They never amended their complaint. So the original statement is based off me saying, I didn't want to close because I want to sell it to someone else for more money. So none of this really can change or not change that

Justice Daniel Billings 43:28

Objection overruled

Attorney Monteleone 43:35

Turn to the next page detailing that fixtures identifies that the buyers are going to choose the bath fixtures that get placed that also was inconsistent with your understanding what the agreement was

Defendant Rinaldi 43:46

sure,

Attorney Monteleone 43:47

all right? Because the agreement that you understood you had was that you get to finish the place how you want,

Defendant Rinaldi 43:57

yeah,

Attorney Monteleone 43:58

and that was, again, this is based on the conversations, the discussion you had before this was submitted to you.

Defendant Rinaldi 44:07

That is correct,

Attorney Monteleone 44:07

and you understood that contrant that discussion is what was governing, what you were building, what was happening with your your relationship,

Defendant Rinaldi 44:07

not entirely but that piece. Yes ,

Attorney Monteleone 44:15

that, that piece, that piece, that's good for you. Alright? Um, yes.

Defendant Rinaldi 44:23

I maybe, maybe other things. I'm not sure I don't want to now that I'm questioning, like, what did I say or not say, but, but, maybe there are other things we discussed that were, that were, I'm a nice guy I was trying to build a good house for them. So, I mean, I wasn't trying to pull any wool over anyone's eyes. it's not what I do

Attorney Monteleone 44:41

and it's it's correct to say that, or it's reasonable say that drew fully expected that the features that he saw when he met with you, that he saw on exhibit one, were part of the contract.

Defendant Rinaldi 44:52

The only what he saw was that framing not finished, bonus room wouldn't be none of that would be correct other than the framing.

Attorney Monteleone 45:02

So it's, it's, but you think as to the framing, it's totally correct that he's no question. He saw the framing and he fully expected it was part of the contract.

Defendant Rinaldi 45:14

Yes, the framing that's one small part of that exhibit one.

Attorney Monteleone 45:17

All right, that never at no point in time, did drew ever say to you that he wanted a smaller house at a lower price.

Defendant Rinaldi 45:30

I mean, we didn't talk price, but

Attorney Monteleone 45:33

he never asked for Option A or Option B.

Defendant Rinaldi 45:35

He did not, no

Attorney Monteleone 45:37

alright, alright. Now, you recognize that the original spec sheet was inapplicable to, was generally inapplicable to the house that you were building.

Defendant Rinaldi 45:56

Can You say that again, sorry

Attorney Monteleone 45:57

that the spec sheet that was attached to the original contract you signed,

Defendant Rinaldi 46:01

yeah ,

Attorney Monteleone 46:02

was generally inapplicable to what you were building,

Defendant Rinaldi 46:05

not necessarily, I mean, I mean, like I said, I looked at the picture, the square footage and but as to, like, I did think it was kind of a formality. Honestly,

Attorney Monteleone 46:16

that was a formality, yeah? So, for example, the spec sheet called for no Gable. There's no Gable over the garage based on the spec sheet,

Defendant Rinaldi 46:25

no, yes, right.

Attorney Monteleone 46:26

And so if a spec sheet applied as a as the contract, you would have been required to tear that feature down in order to comply with this in order to

build the house that is on the original spec sheet. Let me finish that question. You'd have to tear down that gable roof.

Unknown 46:47

I mean, it's an upgrade, but yes, I guess you're

Attorney Monteleone 46:48

if you want to comply with the contract,

Defendant Rinaldi 46:48

yeah, if you want, yes

Attorney Monteleone 46:50

yeah,

Defendant Rinaldi 46:50

then yes, that would be correct,

Attorney Monteleone 46:54

right? Similar, similarly, we turn it into the con, into the original spec sheet. By 123456, six pages.

Defendant Rinaldi 47:18

What's the what's the topic? Say?

Attorney Monteleone 47:20

It starts with notes, walkway to be paved, right? So there that calls for 10 inch thick by 20 inch wall footings.

Defendant Rinaldi 47:35

I'm sorry, the section,

Attorney Monteleone 47:40

the section, the section the bottom marked concrete, oh.

Defendant Rinaldi 47:43

Wall, footings, 10 inch thick by 20 inch thick yes, right.

Attorney Monteleone 47:50

But ultimately, there was a problem with with the foundations. Was there not

Defendant Rinaldi 47:55

well, so the footings are bigger than that, the Foundation, I had a cold joint in the Wall I ended up using 10,000 PSI grout metal lathe and ram set it. And so that foundation is it can handle anything

Attorney Monteleone 48:12

so in fact, the the wall fittings were actually 12 by 24 bigger than bigger than the

Defendant Rinaldi 48:18

If not even bigger in some spots

Attorney Monteleone 48:21

and so And similarly, you can see, if we turn to exhibit three, which is the, you know, the updated, the corrected spec sheet, we see Pierce, which, if you look exhibit three page that's marked Pierce 45 keep your finger on exhibit Two, so we can go back and forth. Here, okay, there. You've taken the opportunity in the corrected spec sheet to correct the size of the wall footings

Defendant Rinaldi 48:57

I did not. I mean, we discussed this. I copied the spec sheet from another builder, which Matt kind of told me to do, and then I I don't even know how this changed in there. They must have two spec sheets.

Attorney Monteleone 49:10

So you're saying it's just coincidence that the wall footings that you said were bigger than two by two by 10. That ultimately updated

Defendant Rinaldi 49:19

Yeah,

Attorney Monteleone 49:19

The version that says, excuse me, that said 10 by 20 wall footings when they got upgraded to 12 by 24 that's just coincidence.

Defendant Rinaldi 49:20

I mean, it's says frostwall too. I mean, yeah, 100% coincidence. I don't even know if 12 by 24 I think they are alright. Some are 12 by 36 so I don't know. Did I say 12 by 24

Attorney Monteleone 49:39

you did in the corrected contract,

Defendant Rinaldi 49:42

no, but did I say to you that I built it like that? I don't, I don't, I have no idea. I don't know. I just know they're bigger, way bigger than needed. I always say shaq's foot on a small person. They can't fall over like it's a good thing to do.

Attorney Monteleone 49:55

All right, so ultimately, The original spec sheet called for 10 inches of base stone,

Defendant Rinaldi 50:05

again. So all these questions, other than, I guess, actually, even pavement too because it's not part of the original, I'm just, can I do a blanket like objection to all that as relevance? Is that okay? Or do you want me just keep saying objection to everything?

Attorney Monteleone 50:20

It's like, would you like me to respond your honor

Justice Daniel Billings 50:25

Yes

Attorney Monteleone 50:26

the issue that we're that we're talking about is that there is a paper that's in the contract trail that is riddled with errors, and there is a paper that has been drafted by Mr. Rinaldi, provided and signed by the the plaintiffs and performed by Mr. Rinaldi, which demonstrates that one of these documents is the controlling document, and the only way what we need to do is go through and understand all the ways that this was substantively changed.

Defendant Rinaldi 50:57

It's been three and a half years. I never signed a second document. Never signed it. It was sent to me. Wasn't prepared by me. I prepared the

I sent the updated spec sheet to the (MONTELEONE CUTS OFF DEFENDANT)

Attorney Monteleone 51:08

that's not what we're talking about right now.

Defendant Rinaldi 51:10

I know but I never signed it. And you've never mentioned any of this in three half years. So, like, you kind of like, you know, I mean, this has never even been any angle.

Attorney Monteleone 51:18

Mr Rinaldi that's not what we're talking about right now.

Defendant Rinaldi 51:20

Okay,

Justice Daniel Billings 51:21

Objection overruled

Attorney Monteleone 51:31

The spec sheet called for 10 inches of base stone.

Defendant Rinaldi 51:36

Where's that?

Attorney Monteleone 51:39

That is in the section for slab, four inch thick poured concrete over 10 inches of base stone.

Defendant Rinaldi 51:47

Okay, yep,

Attorney Monteleone 51:48

right,

Defendant Rinaldi 51:50

yep.

Attorney Monteleone 51:51

And that didn't happen, did it?

Defendant Rinaldi 51:52

yeah, there's stone

Attorney Monteleone 51:55

There's base stone.

Defendant Rinaldi 51:58

Yeah,

Attorney Monteleone 51:58

alright. And so when you when the updated contract corrects that to go back to page 45 okay, updated to be a four inch slab, over four inches of stone.

Defendant Rinaldi 52:13

He Again, I didn't know I thought this was the same as that one. Again, I never signed that. Sending all I was sending to the appraiser was the updated, upgrade that were asked for, but these weren't asked for.

Attorney Monteleone 52:27

Ultimately, if the, if the original specs applies

Defendant Rinaldi 52:32

yeah,

Attorney Monteleone 52:33

the footings are wrong. The gabled ends are wrong

Defendant Rinaldi 52:36

Why

Attorney Monteleone 52:37

all of that would have had to be torn down, the aspects of the foundation would have had to be removed in order to satisfy the terms of the original spec sheet.

Defendant Rinaldi 52:47

I'm so confused. Are you saying that I change these and these are what the finals match?

Attorney Monteleone 52:52

No, I'm saying that the the you were well aware that the original spec sheet did not line up with what you were building, what was in the ground at the time,

Defendant Rinaldi 53:01

I didn't know that.

Attorney Monteleone 53:04

You didn't You didn't know that the that the footings that were in the original spec sheet, yeah, were smaller than the footings that you built.

Defendant Rinaldi 53:11

I assumed they were because I over built them,

Attorney Monteleone 53:14

and you certainly were aware that the gable roof that you were building, that that whole structure was, included

Defendant Rinaldi 53:21

Again I'm not even looking at it like that, because I'm a good builder. I build good houses, I overbuild things. So I'm not stressed about any of these details, because architects usually do the bare minimum. I don't. So if anything, they're just going to be done better.

Attorney Monteleone 53:34

And ultimately, by by addressing this spec sheet issue, you were you were spared the contractual obligation to rip out the gable roof

Unknown 53:46

And, I don't know,

Attorney Monteleone 53:48

right?

Defendant Rinaldi 53:49

I guess, I guess

Attorney Monteleone 53:51

to reset the foundations that the footings that were built.

Defendant Rinaldi 53:55

How do you know things don't match? The first one

Attorney Monteleone 53:57

you already testify they don't match.

Defendant Rinaldi 53:58

Oh, yes, that's true. Yes, they do. Yes, they are better, yes,

Attorney Monteleone 54:02

and so you had the opportunity to address these inconsistencies, right?

Defendant Rinaldi 54:11

What do you mean by that?

Attorney Monteleone 54:13

I'll come back to that. You previously admitted, in the course of your agreement that you are going to choose all the fit and finishes that you never intending to build more and ask drew to pay more. So in your agreement to to have total say over what you were doing

Defendant Rinaldi 54:42

originally with that smaller build, as long as we stayed in that lane, you know? Yeah. I mean, if I could do a little bit nicer flooring, I would, you know, it's just how I am.

Attorney Monteleone 54:42

Where does it say that? Where's it all those caveats that you just added? Where in the record does it say that you.

Defendant Rinaldi 55:00

It does not.

Attorney Monteleone 55:01

So you've identified all the text messages, for example, it's your testimony. You didn't prepare the contract.

Defendant Rinaldi 55:10

Well, no, I sent Matt the spec sheet, but I was sent the contract,

Attorney Monteleone 55:14

all right, so you'd agree that you've never intended to build more, and in turn, ask Drew to pay more based on the choices you made in the course of the build.

Defendant Rinaldi 55:33

Yeah, again, you're talking minor things, not major things.

Attorney Monteleone 55:37

A whole set of countertops. The difference between vinyl countertops and granite countertops are a minor thing. (MONTELEONE ATTEMPTING TO BULLY DEFENDANT)

Defendant Rinaldi 55:59

I would never put vinyl on there. Never, ever.

Attorney Monteleone 55:54

But so the fit and finishes aren't necessarily minor things. You could potentially have the ability to build wild upgrades, but it was your intent that those upgrades were not going to be we're not going to result in asking, Drew, to pay more correct

Defendant Rinaldi 56:10

your your stating. So me thinking that I'm thinking, yes, when it finishes, you're talking a small window, like engineered hardware versus hardware. They're only talking very it's really not a big difference. So you're talking minor differences. Yes, if we stay in that lane, built that, but you're talking about extra couple 100 square feet and these major things, it's a big difference.

Attorney Monteleone 56:32

In fact, there's no discussion had about reconciling price changes based upon your discretionary choices in the build

Defendant Rinaldi 56:44

based on my choices, we discussed price changes, but not not for we didn't discuss it on things that I chose to upgrade, or I just chose nice stuff or whatever. I don't like to use cheap things.

Attorney Monteleone 57:03

So So you agree you don't like to use cheap things.

Defendant Rinaldi 57:04

Um hmm

Attorney Monteleone 57:06

You were this, this house was going to be your showpiece.

Defendant Rinaldi 57:08

No, like every house is showpiece.

Attorney Monteleone 57:11

And you didn't discuss with Drew, how there was how you were going to reconcile price differences,

Defendant Rinaldi 57:21

no me and Drew said, Drew come and we didn't. (MONTELEONE CUTS OFF DEFENDANT)

Attorney Monteleone 57:26

It's a certain question

Defendant Rinaldi 57:26

No we did not discuss those things

Attorney Monteleone 57:30

Now again, you compiled the text messages that we've relied upon in this case, in Exhibit 15, 16, and 17, because, again, you didn't produce

records, specific records that we requested. Now, nowhere in Exhibit 15, 16 or 17. Does drew or Andy ask you to finish the bonus room do they

Defendant Rinaldi 58:03

So those messages are months later. But no, no, they don't

Attorney Monteleone 58:06

so in, in your compilation, your compilation of what's relevant, we don't have any record of anyone asking for an upgrade

Defendant Rinaldi 58:13

For or against, No.

Attorney Monteleone 58:19

Now, ultimately, you drafted the corrected spec sheet. Well, you drafted the original spec sheet that was included in Exhibit two. You drafted the corrected spec sheet that is in Exhibit three,

Defendant Rinaldi 58:45

I just changed the picture and the square footage

Attorney Monteleone 58:48

You thought it was the same thing.

Defendant Rinaldi 58:48

I thought it was identical. I had no idea I went to the same website. I thought I had no clue that there was any difference

Attorney Monteleone 58:51

Allow me to come back to that. And I just, I want to confirm that I that I did hear this clearly that you drafted both spec sheets.

Defendant Rinaldi 59:27

I mean, yes I sent first. That's I sent (MONTELEONE CUTS OFF DEFENDANT)

Attorney Monteleone 59:32

Is it Yes.

Defendant Rinaldi 59:33

Yes, yep,

Attorney Monteleone 59:38

you recognized that the corrected spec sheet, which is emailed in Exhibit three and signed by by the plaintiffs in Exhibit four, was closer closer to to forgiving me It was closer to what you were building than the original spec sheet.

Defendant Rinaldi 1:00:08

I mean, not there both of those houses are very, very similar. So the only real difference is the square footage and the look. I mean, it's obviously a little bit bigger, but that's, you know, but they're both nice houses. The spec sheet both spec sheets relate to that house pretty well.

Attorney Monteleone 1:00:44

Hold on, just a second. you emailed the corrected spec sheet that you drafted to your agent

Defendant Rinaldi 1:01:09

to the appraiser.

Attorney Monteleone 1:01:11

I'm sorry

Defendant Rinaldi 1:01:11

I sent it to the appraiser.

Attorney Monteleone 1:01:13

Okay, so let me, let me have you turn to exhibit three. Okay,

Defendant Rinaldi 1:01:17

I believe at least I may have sent it to Matt, but from my memory, i and i think i checked. I'm not positive, though, but I believe. (MONTELEONE BULLYING DEFENDANT)

Attorney Monteleone 1:01:27

Let me just turn to exhibit three, and then I'll ask you a question.

Defendant Rinaldi 1:01:31

Sure, go for it.

Attorney Monteleone 1:01:31

Are you there?

Defendant Rinaldi 1:01:33

Yeah,

Attorney Monteleone 1:01:33

I want you to look under the section. You know how, you're familiar reading email threads.

Defendant Rinaldi 1:01:41

Yes, it looks like I forwarded it to Matt Yeah,

Attorney Monteleone 1:01:43

where the the so in that we see the email in which, on September 13, at 9:09am, Southern Maine construction@gmail.com your email address, emails,

Defendant Rinaldi 1:01:57

yup

Attorney Monteleone 1:01:58

Matt@landinghomesMaine the spec sheet that's attached therein.

Defendant Rinaldi 1:02:04

Yeah, that's, that's very well can be true. Yeah, it's true that I see it here, I though I checked. But yeah,

Attorney Monteleone 1:02:10

so then we can, we can confirm the answer to the last question is that, yes, you emailed the corrected spec sheet that you drafted to Matt Dibiase

Defendant Rinaldi 1:02:18

Yup

Attorney Monteleone 1:02:19

your agent,

Defendant Rinaldi 1:02:19

Yup All I changed was the picture and the square footage

Attorney Monteleone 1:02:21

as you said, you edited it, the picture and square footage,

Defendant Rinaldi 1:02:25

yes,

Attorney Monteleone 1:02:25

and it's your testimony that you didn't edit anything else.

Defendant Rinaldi 1:02:32

I did not.

Attorney Monteleone 1:02:33

All right, so let's, let's turn here to the section. About flooring, which is marked on Pierce 42 in the corrected contract.

Defendant Rinaldi 1:02:53

This is the one I didn't sign.

Attorney Monteleone 1:02:54

Exhibit three, Pierce 42

Defendant Rinaldi 1:02:57

okay, yup

Unknown 1:02:57

this is the one that you emailed your agent.

Attorney Monteleone 1:03:02

This isn't the original one. This is the version you emailed your agent that we were looking at 30 seconds ago. (MONTELEONE BEING EXTREMELY RUDE)

Defendant Rinaldi 1:03:08

Okay, sounds good.

Attorney Monteleone 1:03:09

And the section under flooring, yeah, it no longer says buyer's going to choose the color and style of flooring, does it?

Defendant Rinaldi 1:03:23

Yeah? Sure.

Attorney Monteleone 1:03:23

Yeah, correct. It does not say that,

Defendant Rinaldi 1:03:25

yeah.

Attorney Monteleone 1:03:26

Instead, it says engineered hardwood throughout,

Defendant Rinaldi 1:03:29

yeah,

Attorney Monteleone 1:03:30

which happens to be the same thing that it says in Exhibit one, which is your summary of what you're building.

Defendant Rinaldi 1:03:35

I mean, maybe it did,

Attorney Monteleone 1:03:37

yes,

Defendant Rinaldi 1:03:37

I don't remember.

Attorney Monteleone 1:03:38

Yes,

Defendant Rinaldi 1:03:39

sure, yeah. It's irrelevant because I didn't sign it.

Attorney Monteleone 1:03:42

So lighting, yeah, the section, the section about the buyers get to chose,
the buyer's get to chose

Defendant Rinaldi 1:03:48

Yeah

Attorney Monteleone 1:03:47

It's gone.

Defendant Rinaldi 1:03:50

Okay, sure,

Attorney Monteleone 1:03:51

all right,

Defendant Rinaldi 1:03:52

whether I my memory, I should recite, yeah, maybe I did. I mean, it's been a long time

Attorney Monteleone 1:03:58

the kitchen and bath, next page,

Defendant Rinaldi 1:04:00

sure,

Attorney Monteleone 1:04:01

the section where the buyers get to choose?

Defendant Rinaldi 1:04:03

Sure

Attorney Monteleone 1:04:03

it's gone?

Defendant Rinaldi 1:04:04

Wonderful, yup

Attorney Monteleone 1:04:06

Instead, you've identified exactly what's being built, what your your choice to build this, how we're identifying that you're building cabinets with crown level two granite sinking hardware,

Defendant Rinaldi 1:04:18

versus what's the other one? Say, Yeah, pedestal sinks. I didn't do that.

Attorney Monteleone 1:04:21

The other one says buyers going to choose to fit and finishes,

Defendant Rinaldi 1:04:31

okay ,

Attorney Monteleone 1:04:28

does it not do you want to go back to exhibit two and confirm

Defendant Rinaldi 1:04:31

it doesn't matter me, like I again, again, in my head, I from what I remember, I got a really good memory, but I could be wrong on this, because this is insignificant to me. I, you know, I have no idea.

Attorney Monteleone 1:04:44

All right. Also notably, this document provides a whole handful of sections about warranties. Gone.

Defendant Rinaldi 1:04:58

(LAUGHS) again we didn't sign this out. I didn't send it to them to sign. They sent it to me the appraiser asked

Attorney Monteleone 1:05:06

Who who, I'm sorry. Who sent it to you,

Defendant Rinaldi 1:05:08

Andy, or Matt.

Attorney Monteleone 1:05:09

Matt sent it to you.

Defendant Rinaldi 1:05:10

Yeah,

Attorney Monteleone 1:05:11

okay,

Defendant Rinaldi 1:05:12

yeah,

Attorney Monteleone 1:05:12

okay. Thanks for clarifying that.

Defendant Rinaldi 1:05:14

He did he sent it in February,

Attorney Monteleone 1:05:17

Matt said that you in February,

Defendant Rinaldi 1:05:19

someone sent it to me, in February, yes.

Attorney Monteleone 1:05:23

So the original, the original spec sheet, included a whole host of warranties, if I can refer you to, if you go to the end exhibit two,

Defendant Rinaldi 1:05:42

I didn't sign this one so doesn't the first ones, is the one we goes by,

Attorney Monteleone 1:05:46

I'm going, I'm looking at the original contract.

Defendant Rinaldi 1:05:48

You'd think if I removed these that I would want to sign it

Attorney Monteleone 1:05:51

Mr Rinald you'll have your time I ask you to answer the questions I ask. When it's your turn you can talk about whatever this case you like to talk about. Let me know when you, when you find your section in the exhibit two with some warranties,

Defendant Rinaldi 1:06:13

Okay,

Attorney Monteleone 1:06:16

you go to the spec sheet section, do?

Defendant Rinaldi 1:06:28

I don't see warranties you want? Page

Attorney Monteleone 1:06:32

seven pages in paragraph that starts order to improve drainage away from the house is at the top of the page.

Defendant Rinaldi 1:06:36

What does this say? What do you say in something? O I See, yep, limited warranty. Yeah,

Attorney Monteleone 1:06:45

We got a whole, basically, almost a full page section about warranties, okay, right, yeah, detailing all the rights that the buyer has.

Defendant Rinaldi 1:06:56

Yep,

Attorney Monteleone 1:06:57

there's an issue, all that has been removed from the corrected spec sheet

Defendant Rinaldi 1:07:03

okay,

Attorney Monteleone 1:07:08

and ultimately, without those warranties and what was built. That warranty didn't exist.

Defendant Rinaldi 1:07:17

Probably should have signed it then.

Attorney Monteleone 1:07:23

Now you said that you prepared the corrected spec sheet for the appraiser.

Defendant Rinaldi 1:07:31

So I don't know if Matt called me. I think Matt called me and said the appraiser needs it we had discussed these upgrades, he needs to update it. Updated, you know, square footage and stuff. So,

Justice Daniel Billings 1:07:45

right but you knew the appraiser

Defendant Rinaldi 1:07:47

yeah,

Justice Daniel Billings 1:07:47

was going to base a price,

Defendant Rinaldi 1:07:49

yeah,

Justice Daniel Billings 1:07:50

based upon what you provided,

Defendant Rinaldi 1:07:51

yeah And I also assumed that we were going to get more money. Matt was working that out

Justice Daniel Billings 1:07:56

Putting that aside you seem to be dismissing this like because you didn't signed it, you're not making any representations, and you knew that this was going to be provided to an appraiser,

Defendant Rinaldi 1:08:05

yeah?

Justice Daniel Billings 1:08:06

Who's doing an appraisal for a bank that was assessing whether to issue a mortgage on this property?

Defendant Rinaldi 1:08:11

Yeah?

Justice Daniel Billings 1:08:12

So if you represented something in these steps that ultimately wasn't built, that would be a problem for the final inspection.

Defendant Rinaldi 1:08:21

So again, I just from my memory I just changed the the front page, but I I said, I I'm doing what Matt's telling me. I'm not. This isn't my cup of tea. So I and I'm running around building this house on my own, so I'm not really putting alot of thought to this. So I sent it to the appraiser, and I'm literally just going back to work, so I didn't put a ton of thought into it. And again, I talked to Matt, and he said he was going to work it out, and then it all of a sudden, shifted like so I'm assuming, yeah, I'm sending to him, and he's going to base on that, but I'm going to get more money for it. You know, so

Justice Daniel Billings 1:08:52

Well, that's a separate issue. You. You seem to be suggesting that because you didn't sign this it doesn't matter.

Defendant Rinaldi 1:08:58

Well, I'm just, I it was sent to me, and I

Justice Daniel Billings 1:09:02

this was not sent to you. You sent it to Matt.

Defendant Rinaldi 1:09:05

So, yeah, but then they took it, put in the contract, and to try to get me to sign it, I I just updated the square footage, because I thought this out like they asked for upgrades. I said, Yeah, that's a problem. I need to talk to Matt, I talked to Matt,

Justice Daniel Billings 1:09:17

but the testimony here establishes you did more than change just to square footage. There are other changes from the previous

Defendant Rinaldi 1:09:24

Yeah, but again, I, I'm going to have to go look, because I, he told me. He actually told me to copy Anthony Requis's spec sheet, because I, I remember with the Didonatos I created one and He's like, this is not very good. And so I found a builder, and I copied theirs. And so I thought I was copying the same spec sheet

Attorney Monteleone 1:09:43

And you've agreed that it wasn't just the appraiser that was relying on this, but that the bank relied on the correct spec Sheet that you prepared in reaching a testament of value to authorize the loan?

Defendant Rinaldi 1:10:03

Yeah, I'm sure.

Attorney Monteleone 1:10:08

But nonetheless, I think you've, you've said a couple times now, you never put much, much thought into the fact that this is confirming your agreement.

Defendant Rinaldi 1:10:18

Well, it's but Matt, I thought Matt was had, you know what he told me, if I do anything wrong, so I was trusting that he was looking over this stuff, and when I was doing what he asked, I was just building a house, like I'm a builder that's what I was focused on

Attorney Monteleone 1:10:41

I understand and this is the first time that you've had to deal with all that contract stuff, because contracting is unfamiliar territory to you,

Defendant Rinaldi 1:10:41

not necessarily , I mean, I mean, I understand contracts. I understand, you know, but again, you know, I'm under the gun building wise, so I'm working a lot of hours, and really just didn't even, you know,

Attorney Monteleone 1:10:58

it's fair to say that when we met for your deposition, we had this conversation and you conceded that contracting was called unfamiliar to unfamiliar territory to me.

Defendant Rinaldi 1:11:12

Yeah. I mean, I just see what a contract is in School like, I know what a contract is, but yeah. I mean, this is not my cup of tea

Attorney Monteleone 1:11:18

now, one consistency between both the original spec sheet and the corrected spec sheet is that both identify the driveway will be blacktop Correct.

Defendant Rinaldi 1:11:39

Do um, I think the headings is blacktop, but you have other headings where it says, like, the buyers pay. It doesn't say the driveway to be asphalt I think it just says, the header says blacktop, and then under it, it discusses the who's, you know, responsible for what? But again,

Attorney Monteleone 1:12:05

Based on that, let's, let's go and just take a look and make sure that we're all on the same page with this.

Defendant Rinaldi 1:12:10

So if you go from the heading, it does dsy driveway blacktop.

Attorney Monteleone 1:12:13

Which one is this one you're referring to? Exhibit two?

Defendant Rinaldi 1:12:15

I Guess this is the updated one.

Attorney Monteleone 1:12:17

Look at the tab next to the page that you're looking at.

Defendant Rinaldi 1:12:19

Yeah.

Attorney Monteleone 1:12:19

Three,

Defendant Rinaldi 1:12:20

yeah, okay.

Attorney Monteleone 1:12:21

Now look back at exhibit two,

Defendant Rinaldi 1:12:22

yeah. Doesn't that go the other way? Does that, isn't that adding work for me?

Attorney Monteleone 1:12:31

1234, pages in from the from the photo page,

Defendant Rinaldi 1:12:41

yeah,

Attorney Monteleone 1:12:41

driveway, blacktop.

Defendant Rinaldi 1:12:44

Yeah,

Attorney Monteleone 1:12:45

yes ,

Defendant Rinaldi 1:12:46

yeah .

Attorney Monteleone 1:12:47

So we can agree that both versions call for a blacktop driveway,

Defendant Rinaldi 1:12:53

not necessarily this first one. Discuss under it, who's responsible for it

Attorney Monteleone 1:12:59

Okay, both versions under driveway say blacktop

Defendant Rinaldi 1:13:02

the title, yes, it does say that right.

Attorney Monteleone 1:13:05

Your understanding that the word blacktop means asphalt, paving, tar?

Defendant Rinaldi 1:13:14

Yeah, I would, I guess I'd agree to that, yeah.

Attorney Monteleone 1:13:19

But what you installed in this house was gravel

Defendant Rinaldi 1:13:22

Yes.

Attorney Monteleone 1:13:26

Over the course of this proceeding, the course of this build nowhere on the record, have you raised an objection to the need to install asphalt or paving, as you acknowledge, blacktop means until March 4, the day before the contract fell apart.

Defendant Rinaldi 1:13:51

Andy told me I needed to get a quote for blacktop. He said I was responsible for it per the contract. He told me some other things, and I trusted him at that time, and I got the quotes he asked me to, but I trusted that he was telling the truth.

Attorney Monteleone 1:14:03

That's not my question. My question is no time

Defendant Rinaldi 1:14:06

yes

Attorney Monteleone 1:14:06

between when you when you drafted the corrected spreadsheet,

Defendant Rinaldi 1:14:09

yep,

Attorney Monteleone 1:14:10

and March 4. Did you ever say to anyone, wait, I don't have to build asphalt or paving, just gravel.

Defendant Rinaldi 1:14:21

Yes, correct, yeah.

Attorney Monteleone 1:14:29

Now, if I can turn you to Plaintiffs exhibit 11

Defendant Rinaldi 1:14:38

11?

Attorney Monteleone 1:14:38

Yes, sir,

Defendant Rinaldi 1:14:39

okay, yeah.

Attorney Monteleone 1:14:44

We previously discussed exhibit 11 was the was the alta sheet that summarized plaintiffs, or excuse me, that summarized your net proceeds as the as the seller, right? Exhibit 11 was distributed on march 3, right just before closing.

Defendant Rinaldi 1:15:10

Yeah,

Attorney Monteleone 1:15:12

and at the bottom line, exhibit 11 shows that your net proceeds. So at this point in time you've been you've been building this house since early 2020,

Defendant Rinaldi 1:15:25

well, I guess, May

Attorney Monteleone 1:15:28

okay, may 2020 the spec sheet, excuse me, on a property that that you bought

Defendant Rinaldi 1:15:36

and owned,

Attorney Monteleone 1:15:37

and we're selling this house on spec. And after all that work, you received your closing proceed statement, and it showed your net proceeds were going to be \$2,739

Defendant Rinaldi 1:15:56

less than that

Attorney Monteleone 1:15:57

for you, and that was probably a bit of a blow. You didn't realize exactly how much had been spent over the course of the build.

Defendant Rinaldi 1:16:12

There was money given out that wasn't, I didn't authorize.

Attorney Monteleone 1:16:12

let me ask you a question again, you didn't realize the amount of money that was spent on the build?

Defendant Rinaldi 1:16:20

No, I did. I didn't really, I didn't know about the 90 grand that was missing

Attorney Monteleone 1:16:25

because it was spent on the build.

Defendant Rinaldi 1:16:26

It was supposed to go through me. I knew all the draws I give. I'm the one who issues draws. I was blindsided by that other additional money,

Attorney Monteleone 1:16:37

right? Because money was spent on the build, and as a result, was no longer available as net proceeds.

Defendant Rinaldi 1:16:45

No those bills weren't accurate,

Attorney Monteleone 1:16:55

but nonetheless, you decided to take your issue with your net proceeds, essentially out on Mr. Pierce,

Defendant Rinaldi 1:17:04

no, prior to that, if you look at the text, Matt and Andy are both trying to get me more money, and Drew are trying to get me more money prior to me around this time, they're the ones trying to give me money, not me. I was upset, obviously, but they were like, We're gonna get you more money, and they say it quite a few times,

Attorney Monteleone 1:17:21

yup So keeping, because, I think, as we were talking about earlier, keeping track of project budgeting over the length of a long project was was new to you,

Defendant Rinaldi 1:17:33

yes, but again, Labor's an issue. So

Attorney Monteleone 1:17:37

I'm not asking about labor. I'm asking about the labor. Ultimately, labor, if, if, if you're paying yourself with the proceeds, then the labor is, what is essentially your earnings for the year, isn't it?

Defendant Rinaldi 1:17:49

No, I didn't have any money. I wasn't paying myself. I maybe got a tiny, the tiny bit of money, but I literally didn't buy anything for myself. I literally was scraping by living in my van.

Attorney Monteleone 1:17:49

You didn't realize that the project lender was paying or paying contractors directly.

Defendant Rinaldi 1:17:59

They're not supposed to,

Attorney Monteleone 1:18:01

but you didn't realize that was happening.

Unknown 1:18:05

It was done, behind my back.

Attorney Monteleone 1:18:10

So Correct. You didn't realize that your lender was paying contractors for this project.

Defendant Rinaldi 1:18:16

I didn't until, I don't know, late February, mid February,

Attorney Monteleone 1:18:21

we are looking at what you knew on march 3, when you received this alta spec sheet Excuse me, this,

Defendant Rinaldi 1:18:27

that's why I was upset I was like, all that money was missing. you know, without my permission

Unknown 1:18:28

And all that ate into the equity that you expected to be paid at closing

Defendant Rinaldi 1:18:37

that and them not paying for the upgrades

Attorney Monteleone 1:18:45

you've talked about them now you've talked about the upgrades where, in Exhibit 15, 16, 17 these text message threads that you've identified as being relevant to the case. Where do you have, is there any conversation about paying for upgrades,

Defendant Rinaldi 1:19:00

I've said, I've been taken advantage of over and over again in that

Attorney Monteleone 1:19:03

that's not my question.

Defendant Rinaldi 1:19:04

Yeah,

Attorney Monteleone 1:19:05

where in any of those messages that you've identified as being relevant messages of this case, does it say

Defendant Rinaldi 1:19:11

there's other evidence though? Where we going to pay for upgrades?
There's other evidence though, that discuss this?

Attorney Monteleone 1:19:18

I'm asking you a very specific question

Defendant Rinaldi 1:19:19

Text messages I don't know if there's any that identify it perfectly.

Attorney Monteleone 1:19:22

Now, all the text messages that you've determined is relevant to this case,

Defendant Rinaldi 1:19:27

not all of them, because I never got the ones from you guys.

Attorney Monteleone 1:19:29

Mr. Rinaldi you have identified the text messages that you had with your agent and with Andy Lord, yeah, as the ones relevant to this case you contended in this case,

Defendant Rinaldi 1:19:40

yeah,

Attorney Monteleone 1:19:42

I'm asking questions.

Defendant Rinaldi 1:19:43

Yeah,

Attorney Monteleone 1:19:43

you've contended that they asked for upgrades, but nowhere in the text messages that you've provided that you've said, these are the things that prove your case.

Defendant Rinaldi 1:19:52

So

Attorney Monteleone 1:19:53

does it ask for upgrades anywhere

Defendant Rinaldi 1:19:55

I don't have the text prior to those dates that's in January, I. And then major upgrades were asked before that, I do not have any of those texts

Attorney Monteleone 1:20:05

All right,

Defendant Rinaldi 1:20:06

I've asked you guys for those texts, but you guys wont provide them

Attorney Monteleone 1:20:21

now, seeing the bottom line that months of work was going to yield you \$2,739.26 prompted your first really prompted you to find a way to back out of this contract. Did it not?

Defendant Rinaldi 1:20:45

No, I wanted. I busted my ass on that house. I slept in my van. I made sacrifices, and all of a sudden, all this money was embezzled. I then had

to deal with all these upgrades not getting paid for, and I'm not walking away with anything. Yeah, I deserve to get compensated as I should. I worked hard on that house and didn't do anything wrong.

Attorney Monteleone 1:21:07

You were, you were certainly aware that the housing market had, had continued to spike.

Defendant Rinaldi 1:21:13

Yeah,

Attorney Monteleone 1:21:14

values were even higher here in March of 2021 than they were in August 2020, and you were aware of that. So here we are that exhibit 11 was issued at 3:36pm based on the date stamp at the bottom of exhibit 11. Is that correct? Let me ask you to turn to turn to exhibit 15, and let's look at line. Let's look at line eight.

Defendant Rinaldi 1:22:07

Line what?

Attorney Monteleone 1:22:08

Line eight?

Defendant Rinaldi 1:22:09

Okay.

Attorney Monteleone 1:22:09

And these numbers on these lines, these are numbers that you've you've written on on these pages that you've prepared.

Defendant Rinaldi 1:22:17

Yep,

Attorney Monteleone 1:22:18

right . And line eight at 4:04pm on march 3. So in other words, this is approximately 30 minutes after you've received 30 minutes after the Alta state and exhibit one was issued. Yeah, you text, you text your agent saying, unless we figure something out, I'm better off having a bidding war over this house, and the court will fail favor accepting a sale versus a foreclosure.

Defendant Rinaldi 1:22:52

That's correct.

Attorney Monteleone 1:22:55

In other words, you were absolutely aware that the market provided you an opportunity to sell this house for considerably more than the contract price you had here

Defendant Rinaldi 1:23:05

again, if they paid for the upgrades that would have negated that.

Attorney Monteleone 1:23:08

Yes, you were aware. The market was

Defendant Rinaldi 1:23:11

Yes I was aware of it. Yeah. I mean, it was pretty common knowledge.

Attorney Monteleone 1:23:20

Similarly, I think we see examples in look at line 18 again in your correspondence with your agent.

Defendant Rinaldi 1:23:28

Yup

Attorney Monteleone 1:23:28

excuse me, I could probably get 450 tomorrow and without the escrow. And Drew's 7000 then your referring to Drew's Rate Lock That's almost \$100,000 difference. There's no mention of the upgrades there.

Defendant Rinaldi 1:23:51

Again, (MONTELEONE CUTS DEFENDANT OFF)

Attorney Monteleone 1:23:53

yes or no,

Defendant Rinaldi 1:23:53

no.

Attorney Monteleone 1:23:54

Thanks . Similar. I think if you had a similar line of communication with Andy Lord, if you turn to exhibit 17, let's look at line 31

Defendant Rinaldi 1:24:16

Yep.

Attorney Monteleone 1:24:18

I mean you had discussions about about this contract. You tell Drew's agent, there's a chance in hell I will lose this. I can have it sold next week.

Unknown 1:24:31

He's saying that the bank's going to take it

Attorney Monteleone 1:24:33

because, but you're going to sell it to somebody else for 100,000 there's 100,000 extra actually, I think, as you said in text to Matt,

Defendant Rinaldi 1:24:41

yes, yes, I did say that.

Attorney Monteleone 1:24:44

Okay, so now you're looking for ways to back out of this contract.

Defendant Rinaldi 1:24:56

No, I was making demands and they were refusing to honor them. They were refusing to do a lot

Attorney Monteleone 1:25:04

So, you know, for example, there's no mention anywhere on the record to objecting to the to that rate lock agreement until March 3.

Defendant Rinaldi 1:25:22

I didn't know about it until then.

Attorney Monteleone 1:25:24

Okay, when it shows up on the

Defendant Rinaldi 1:25:27

Yeah

Attorney Monteleone 1:25:27

But you signed it, did you? Did you not?

Defendant Rinaldi 1:25:30

They said sign the extension. They did it on January. They tried to give me sign \$500 a day but Luckily, I caught that one. I would have ended up paying a 30,000

Unknown 1:25:44

All right, let me ask you to turn to exhibit seven.

Defendant Rinaldi 1:25:54

Yep,

Attorney Monteleone 1:25:54

so you just testified a moment ago that you didn't know until March that there was a rate lock agreement.

Defendant Rinaldi 1:26:02

Yes, that's correct.

Attorney Monteleone 1:26:04

And we've despite the fact that you've signed exhibit seven.

Defendant Rinaldi 1:26:10

Yeah, they those things you just click on. They're like, so fast,

Attorney Monteleone 1:26:13

yeah,

Defendant Rinaldi 1:26:13

They said sign the extensions so I signed it

Attorney Monteleone 1:26:15

because you have a you have a

Defendant Rinaldi 1:26:17

I trusted Matt.

Attorney Monteleone 1:26:18

You have a nasty little habit of not reading contracts Correct.

Defendant Rinaldi 1:26:22

I was trusting Matt.

Attorney Monteleone 1:26:25

Fair to say that we've seen a number of places in which you're not reading the contract your signing.

Defendant Rinaldi 1:26:31

That's why I hired Matt. I thought he was looking out for me

Attorney Monteleone 1:26:33

and you understand that your agent's actions are binding on you as well.

Defendant Rinaldi 1:26:54

I understand that

Attorney Monteleone 1:26:55

So to put this all in context only, then once you actually see what that rate lock adds up to. Do you raise the objection, let me have you turn back to exhibit 15

Defendant Rinaldi 1:27:08

When I found out about it yes.

Attorney Monteleone 1:27:16

Let's look at line, line eight that we were just looking at a moment ago.

Defendant Rinaldi 1:27:26

Yep,

Attorney Monteleone 1:27:27

and what you said, I may have signed that rate lock, but I guarantee the text or email just says, sign the extension.

Defendant Rinaldi 1:27:32

Yep,

Attorney Monteleone 1:27:35

you signed the rate lock. Nonetheless,

Defendant Rinaldi 1:27:38

yep,

Attorney Monteleone 1:27:38

I think it was the next day. It Wasn't until March 4 that you actually started looking at this issue with with the paving escrow.

Defendant Rinaldi 1:28:01

Yeah, I was upset, because I felt like I was being played by everybody, and they were looking for more money. Everybody was looking to try to get me more money so that I could walk away with something, because I was pretty fired up,

Attorney Monteleone 1:28:16

and they weren't contractually obligated to do that. They were trying to essentially keep you, keep you at the table.

Defendant Rinaldi 1:28:23

No, they were, I mean, again, they didn't pay for upgrades, they're were constantly threatening me. So I, like, just timid to, like, even ask. But I, at that point, I was just so over it. I mean, I just at every turn I'm getting, you know played.

Attorney Monteleone 1:28:39

so it's, it's here after these, all this, all the statements out, that's when you say, Oh, the gravel is top coat.

Defendant Rinaldi 1:28:53

Well, no, I just started reading through the contract to see what it said, to see if there is, again, everybody is trying to find me more money. So I'm just doing the same as well. I mean, trying to figure out how to get this number. Get this number out, seeing what I was, you know, at that point, I trusted Andy, and all of a sudden everything kind of crashing down. When all of a sudden everyone just started, you know, flipping back. He had my trust for a while there, and then, then it just flipped. So that's when I started questioning everything. I was pretty upset.

Attorney Monteleone 1:29:16

there was a number of concessions that were ultimately made for you, where there not

Defendant Rinaldi 1:29:28

very few, and it's not even close to what it should have been.

Attorney Monteleone 1:29:33

So I mean, for example, your agent basically removed his entire his entire commission.

Defendant Rinaldi 1:29:41

Yeah, that doesn't go to Drew, though that's my agent.

Attorney Monteleone 1:29:50

Your agent effectively removed a large portion of Drew's agent's commission. His

Defendant Rinaldi 1:29:57

Andy testified that the Commission he would take from his like, what was going to go to him anyways, she knew of that, yes, yes.

Attorney Monteleone 1:30:07

So a portion of Drew's Agents commission was was reduced to give to you.

Defendant Rinaldi 1:30:11

Yes, yes, yeah.

Attorney Monteleone 1:30:16

And Drew agreed one to, you know, he didn't have, he didn't have control over, over the agents money,

Defendant Rinaldi 1:30:27

Um hmm

Attorney Monteleone 1:30:27

right? He didn't have control over the items that the bank was asking to be escrowed, did he

Defendant Rinaldi 1:30:35

I mean, they, everybody knew there was equity there, and so, I mean, they could have easily redone the loan

Attorney Monteleone 1:30:43

where in Exhibit 11 is their equity. Exhibit 11 show that you have an equity of \$2,739 that's your equity.

Defendant Rinaldi 1:30:52

So the house is worth a lot more than what it was. And they're sitting there beating me up, saying, oh, like, you need to do this, this and that, and then turn around laughing that, oh, there's this much equity. Like, I mean, Heather, overheard them laughing at us.

Attorney Monteleone 1:31:08

Who's them?

Defendant Rinaldi 1:31:11

I believe, Andy and Drew, and all them about how much equity there is. And at the same time, they're, like, screaming at me that it needs to be worth this, that acting like it's only worth \$400

Attorney Monteleone 1:31:20

move to strike this dialog as hearsay.

Defendant Rinaldi 1:31:25

It's in the recording.

Justice Daniel Billings 1:31:27

Objection Sustained

Attorney Monteleone 1:31:39

You were aware that the well, you have demanded that the paving be removed from the escrow Correct?

Defendant Rinaldi 1:31:50

Yes

Attorney Monteleone 1:31:52

and you're aware there was an effort made to try and make that happen for you.

Defendant Rinaldi 1:32:02

Yes,

Attorney Monteleone 1:32:04

it was similar to the effort that was made to walk away from \$14,000 in commission.

Defendant Rinaldi 1:32:13

I'm sorry what

Attorney Monteleone 1:32:14

In other words, it was a voluntary effort to try and accommodate you, try and appease you, to get this house from you

Defendant Rinaldi 1:32:14

It was contractual. I mean, we had an agreement. I did all this extra work I didn't just do it for fun.

Attorney Monteleone 1:32:22

It was contractual you're referring to the portion the contract that said blacktop.

Defendant Rinaldi 1:32:32

No, I'm talking about when you're building a house people ask for upgrades all the time, and it's done in that manner all the time,

Justice Daniel Billings 1:32:38

and there's change orders

Defendant Rinaldi 1:32:40

yeah, but I'm saying it's you, a lot of times. It's done verbally, and they just both parties, you know.

Justice Daniel Billings 1:32:45

But in this contract, there were changes made to the contract you you apparently didn't read them, but, but

Defendant Rinaldi 1:32:51

yeah,

Justice Daniel Billings 1:32:51

there were there changes, a number of changes initiated in the contract well before close.

Defendant Rinaldi 1:32:59

Yeah.

Justice Daniel Billings 1:32:59

Did you ever ask your agent to,

Defendant Rinaldi 1:33:02

yeah,

Justice Daniel Billings 1:33:02

initiate some sort of

Defendant Rinaldi 1:33:04

yeah, we discussed that. I asked, I mean, Andy discussed it. Matt wasn't that involved. And then towards the middle,

Justice Daniel Billings 1:33:10

Andy was Mr. Pierce. agent

Defendant Rinaldi 1:33:12

I know he was like a dual agent He was there every day. The lines were blurred Then he started getting aggressive. Like, about time line and this and that every time I brought it up, he would get really aggressive with me, and then it just kind of like I gave up at that point.

Justice Daniel Billings 1:33:24

But here you said, it's contractual. There's no written contract that says that Mr. Pierce would pay more than 380 5000

Defendant Rinaldi 1:33:33

Yeah, but there's no written contract with them saying that those upgrade, those, you know, things were, you know, that could have been included in the original contract, you know. So I guess you're right, but I'm saying is, you know, I trusted that they were going to honor their end. You know, that I did upgrades, but they like, I never in my mind did I think that I wasn't going to get additional money, you know.

Justice Daniel Billings 1:33:59

But in the but in these text messages from the day the contract broke down, you don't bring that up.

Defendant Rinaldi 1:34:04

I do in the recording, when we have the meeting, how I did all this extra work, and they didn't want, like, it was they were coming at me hard, like they kept threatening to take the house. And you can hear in the recording, they're like, I'm trying to talk about stuff, and they'll just literally, like attacking me.

Justice Daniel Billings 1:34:18

But in the text messages, you don't say anything

Defendant Rinaldi 1:34:19

I do reference it with the group text too, but I have been, you know, asked to do all these extra things, and I'm getting played and all this stuff. But yes, again this, the big things happened early on. And every time I brought it up, it was like they just jumped down my throat. And I was so stressed and this and that. And at that point, my focus had shifted towards missing money. So I was pissed about the upgrades the missing money. There's a whole host of things that they did to me.

Justice Daniel Billings 1:34:45

Now this missing money. So you claim that your lender made payments that you never authorize

Defendant Rinaldi 1:34:52

100% they did.

Justice Daniel Billings 1:34:53

But Mr. Pierce isn't responsible for that,

Defendant Rinaldi 1:34:55

no, but his agent was the one directing those payments to another Landing Agent. So

Justice Daniel Billings 1:35:01

when you sold, ultimately sold the house where those payments accounted for at closing.

Defendant Rinaldi 1:35:07

Yeah, that got paid out yeah.

Justice Daniel Billings 1:35:09

So you paid them

Defendant Rinaldi 1:35:10

I had to, yeah. I plan on, you know, pursuing that at some point, but,

Justice Daniel Billings 1:35:15

but you haven't

Defendant Rinaldi 1:35:16

I have been dealing with this thing for 3 years,

Justice Daniel Billings 1:35:18

but that wasn't Mr. Pierce's fault

Defendant Rinaldi 1:35:20

His agent was involved, though. So, I mean,

Justice Daniel Billings 1:35:22

so you're saying his agent,

Defendant Rinaldi 1:35:24

no, I understand

Justice Daniel Billings 1:35:24

Can tell a bank to write a check

Defendant Rinaldi 1:35:27

He did. It's documented. It was crazy. Mind blowing, really.

Justice Daniel Billings 1:35:31

But that's ultimately an issue between you and your lender or not Mr
Pierce

Defendant Rinaldi 1:35:35

I was just explaining why I was so upset all these things had compiled,
and it was like I was just getting played on all fronts, you know. And I My

intentions were always good, you know. And honestly, I think drew kind of got played too, you know, but not by me, by those realtors.

Justice Daniel Billings 1:35:52

You're gonna build something contract with the sensible thing to do to say, Hey, before I build this, we need amend the contract make sure I get paid.

Defendant Rinaldi 1:36:01

That's what the Realtors do like I

Justice Daniel Billings 1:36:05

Thats what contractors do

Defendant Rinaldi 1:36:09

Contractors build houses They hire realtors to do that for them. I mean, I was on other builds and it's the same thing every time

Justice Daniel Billings 1:36:14

Do you have a document anywhere saying, Here Matt here's x 1000s of dollars in upgradesthat we need to amend the contract for

Defendant Rinaldi 1:36:14

Matt. First of all, Matt really was involved,

Justice Daniel Billings 1:36:26

Matt was your agent

Defendant Rinaldi 1:36:26

I get that I'm just telling the truth. And most of these conversations, he would do it face to face, so he they knew what they were doing I don't feel like this is the first time they've done this.

Justice Daniel Billings 1:36:37

Council

Attorney Monteleone 1:36:38

So ultimately, you refuse to close because of your perception that Mr. Pierce the inclusion of Escrow breached the contract for the for the driveway

Defendant Rinaldi 1:37:00

I tried to meet the following Monday to close.

Attorney Monteleone 1:37:03

That's not my question.

Defendant Rinaldi 1:37:07

Okay,

Attorney Monteleone 1:37:05

the issue on which you ultimately rely upon as your basis to refuse to close this contract was the inclusion of a paving escrow,

Defendant Rinaldi 1:37:12

painting as well, and other things as well. The breach because March 4 was when it was terminally not the 5th

Attorney Monteleone 1:37:21

now you've said in this case in a sworn statement on March 4, next I mean, let's, let's go ahead and let's, let's turn to exhibit 26 this is your this is the first affidavit that you've submitted in this case

Defendant Rinaldi 1:37:42

Yes,

Attorney Monteleone 1:37:37

alright, let's go to paragraph 31 before we go to paragraph 31 let's, let's suppose, let's go to the last page here,

Defendant Rinaldi 1:37:52

Of 27 and 26

Attorney Monteleone 1:37:49

Yeah, the last page of 26 Yeah. And we have your signature,

Defendant Rinaldi 1:37:59

yeah.

Attorney Monteleone 1:38:00

And we the statement that personally appeared.

Defendant Rinaldi 1:38:05

Yeah.

Attorney Monteleone 1:38:06

Were duly sworn, yeah. And you made oath that the foregoing statements are true based on your personal knowledge,

Defendant Rinaldi 1:38:11

yup,

Attorney Monteleone 1:38:11

notion of belief, right? That's the same oath that you gave today,

Defendant Rinaldi 1:38:16

yep.

Attorney Monteleone 1:38:18

And in that context, on march 3 or on paragraph 31 the statement you offered was on March 4. 2021 prior to closing, I was willing to accept no additional payment for the time and materials expended on the additional work I performed at the buyer's request, but I was not willing to pay for the asphalt top coat that I never agreed to and was not obligated to provide under the P&S agreement or spec sheet. Did I read that correctly?

Defendant Rinaldi 1:38:50

Yeah, you did.

Attorney Monteleone 1:38:50

Okay. Now this, this talk about top coat, comes back to the the argument that you've offered, that I think you've heard engineer address that contended that the gravel was the base coat and that the the asphalt was the top coat.

Defendant Rinaldi 1:39:13

Yup

Attorney Monteleone 1:39:13

Okay, so when you're referring when you say top coat in paragraph 31 you're referring to that that first layer of of asphalt.

Defendant Rinaldi 1:39:22

So I didn't write this but yes,

Attorney Monteleone 1:39:24

you sign it, and

Defendant Rinaldi 1:39:26

I certainly did, yep, yep.

Attorney Monteleone 1:39:32

ultimately, Drew and his agent were sitting at the closing table, texting you about whether you're coming closing.

Defendant Rinaldi 1:39:48

Um hmmm

Attorney Monteleone 1:39:51

Nothing

Defendant Rinaldi 1:39:54

well, not nothing,

Attorney Monteleone 1:39:56

you weren't there.

Defendant Rinaldi 1:39:57

Well, I started driving there but then I got that phone call from Matt where he told me to shove it up my ass excuse my language.

Attorney Monteleone 1:40:04

Mr. Rinaldi did you close on this contract?

Defendant Rinaldi 1:40:13

We did not close

Attorney Monteleone 1:40:14

Did you go and meet Mr. Pierce at the at the law office, where there was where they had signed all the documents they needed to complete this conveyance pursuant to the terms of your agreement?

Defendant Rinaldi 1:40:26

So they

Attorney Monteleone 1:40:27

it was, it's a yes or no question,

Defendant Rinaldi 1:40:29

I did not make it to that building that day.

Attorney Monteleone 1:40:32

You did not make it to the building that day.

Defendant Rinaldi 1:40:34

Yeah.

Attorney Monteleone 1:40:34

Did you sign any paperwork?

Defendant Rinaldi 1:40:36

No,

Attorney Monteleone 1:40:36

that would suggest that you were closing on this contract.

Defendant Rinaldi 1:40:40

No.

Attorney Monteleone 1:40:41

And in fact, afterwards, you even sent, sent a notice offering to to give Mr. Pierce all of his his escrow money back.

Defendant Rinaldi 1:40:50

I was just trying to be nice.

Attorney Monteleone 1:40:50

That's what you're doing. I'm actually a nice guy, just trying to be nice. Because all the way, you recognized that if you're not selling to Drew , you're going to sell to someone that can, that can pay you upwards of \$100,000 more.

Defendant Rinaldi 1:41:16

thats not why I did it

Attorney Monteleone 1:41:16

So after you refuse to come closing, you were aware. You told drew that he was unwelcome at the property. Any further you conveyed through the agents to drew that he's not he was not welcome to property, not on March. 5. You can true or false. You conveyed to Mr. Mr. Pierce, that he was not welcomed with property

Defendant Rinaldi 1:41:33

you talked about in the fourth of the fifth is in the fifth. I never said that to him.

Attorney Monteleone 1:41:39

Let's talk about the fourth. Yes, alright, he ultimately went to go get his belongings on

Defendant Rinaldi 1:41:51

the 50, get it Yes. On the fourth, I'm not sure

Attorney Monteleone 1:41:55

you told you you want them, that if they go, that you're going to, you're going to call the sheriff on the

Defendant Rinaldi 1:42:00

fourth because Matt just called me an idiot. Said I'm gonna lose the house and all this other stuff. Because I asked for those and he called them. They said they won't. And I said Terminator, and he called me all

cousin James, yeah, Matt did, yeah, you gotta say pretty bad. So I was like, literally, just had it. I'm exhausted, physically and mentally trained, and I just didn't want anyone there. And so I've never, really again, never had a problem with Joe. My problem's always going to be real

Attorney Monteleone 1:42:31

quick, alright, so if I refer you to, is it at 16? Yep, I line 77

Defendant Rinaldi 1:42:51

Yes, yes,

Attorney Monteleone 1:42:53

you're right. Yeah. This is actually, this is the day before you had said that you're going to, if they go to the house, different college department on the fourth Yes, so the next day,

Defendant Rinaldi 1:43:02

yeah, that was

Attorney Monteleone 1:43:05

you text your agent and Drew's agent. Yep, I'm not sure why all of you are heading to my house. None of you have a right to be there, and there's nothing you can do to change my mind.

Defendant Rinaldi 1:43:12

Yeah, that was after everything. And I saw I'm leaving, and I see them asking in Cape road. I'm like, Whoa, what's going on. And so that's when I tested them. I coached baseball, so I didn't go practice in

Attorney Monteleone 1:43:26

and then I didn't know why they're going there. And then you called. You called the sheriff's deputy.

Defendant Rinaldi 1:43:30

I called them because I was just concerned. I just didn't know why they're going there, and I just want to make sure it was all done. So

Attorney Monteleone 1:43:41

you saw him go in your house. You previously threatened to call a sheriff, and then when they when they didn't suggest to you, oh, sorry, Mr. Rinaldi, will turn around you then hold the sheriff on them.

Defendant Rinaldi 1:43:53

Well, may I just say he has the legal right to get his stuff. And I didn't dispute that. I just wanted to make sure he got it, and everything is fine. I spent a lot of time and energy on that house. I just didn't know. I didn't trust them, right?

Attorney Monteleone 1:44:07

You just testified, yeah, that Matt said he has a legal right to get his stuff, and you didn't dispute that, is what you just said. Well, no, I,

Defendant Rinaldi 1:44:15

I said, I said, the contracts terminated, but, like, I do wrong with the game stuff,

Attorney Monteleone 1:44:24

but in fact, what you've texted to your agent is, No, he doesn't, it's terminated, yes, so,

Defendant Rinaldi 1:44:30

yes, well, it's terminated. Yes, that's correct.

Attorney Monteleone 1:44:32

I'm not, that's

Defendant Rinaldi 1:44:33

I'm not, yeah, I'm trying to. I will slow down so

Attorney Monteleone 1:44:36

that I understand you are you are trying? Yeah, I

Defendant Rinaldi 1:44:39

really am. I mean, I'm not trying to freaking, you know, it's in the text. It's

Attorney Monteleone 1:44:43

right here. So see Mr. Pierce heading to his house. You see the agents have not agreed with you, saying that he doesn't have the right to be there. You call the sheriffs on them.

Defendant Rinaldi 1:44:55

Yeah, you know. And

Attorney Monteleone 1:44:57

when you talk to the sheriff, you made no mention of. Fact that Mr. Pierce has actually as a lease right to be there under a possession prior to closing agreement.

Defendant Rinaldi 1:45:07

Well, no, we, we hadn't signed a lease or anything like that. That says, Once you something about signing the lease later on, and there's no consideration with that,

Attorney Monteleone 1:45:16

isn't is, is the fact that you weren't done on time? Not consideration enough that they're not terminating the contract because you weren't done on time, that that's not consideration.

Defendant Rinaldi 1:45:26

So you're saying that I did that to compensate them for not being done

Attorney Monteleone 1:45:32

with them. You weren't done on time, and so you you granted a possession prior to closing.

Defendant Rinaldi 1:45:36

Me sign the agenda so you put it on the property. I said, No problem.

Attorney Monteleone 1:45:39

All right. Last exhibit eight, we agree that this is the possession prior to closing addendum that you signed.

Defendant Rinaldi 1:45:53

Exhibit eight, yes, sir, yes.

Attorney Monteleone 1:45:56

So we agree that Mr. Pierce had a right of possession to the property, correct? Yeah, well, it

Defendant Rinaldi 1:46:08

says at the beginning of buyers off, he never occupied it, so he never assigned a lease.

Attorney Monteleone 1:46:12

So based on, based on your determination of what the legal term occupied, months

Defendant Rinaldi 1:46:16

he did not occupy so the

Attorney Monteleone 1:46:18

point is, my point is, is that you didn't mention any of this to the sheriff.

Defendant Rinaldi 1:46:23

All I said to the sheriff was that closing just fell through. I have to practice. I just saw all of them go there. It's freaking me out. I just want to make sure it's done like, maxi is getting stuff. I mean, I'm not trying to. I've asked him to come back on the time that I was there, but I didn't want to stop him from getting the stuff he wanted to stop. So I just want to make sure nothing happened to the house. It wasn't even true that I was so sorry. I just Matt and Andy. I just, at that point, I just, it was, it was

pretty tense, thick. I was running there, monitor it, make sure the house is good. And I mean, I just build my whole life into that

Attorney Monteleone 1:47:00

thing. Let's talk about what happened after closing, you received a letter from me about a week later. I'll refer you to plants 21 i and the corresponds from the hit go days after the supposing fell through, expresses that you're in breach and attempts to coordinate a mediation correct

Unknown 1:47:41

something. Yes. Now,

Attorney Monteleone 1:47:50

have you become familiar with the purchase and sale agreements, provision on mediation over the courses this matter? Mr. Rinaldi, I asked you to turn to exhibit two. I can't refer you to paragraph 17.

Unknown 1:48:20

Yep, and

Attorney Monteleone 1:48:25

we agree that paragraph 17 of the of the Purchase Agreement provides that all their disputes or claims arising out of relating to this agreement or the property addressed an agreement other than request for injunctive

relief shall be submitted to mediation in accordance with generally accepted mediation practice. I read that correctly,

Defendant Rinaldi 1:48:51

yes, but the last part says it's, I don't know. I can't read on this one, this clause shall

Attorney Monteleone 1:49:00

it goes on to say, buyer and seller are bound to media in good faith, and each pay half the mediation fees. Right? Yep. And then it says, If a party fails to submit a dispute or claim to mediation prior to initiating litigation other than request for injected relief, then that party would be liable for the other party's legal fees in any subsequent litigation, right? And what says in the bottom is clause or survive the closing of the transaction?

Defendant Rinaldi 1:49:40

Yeah, we didn't close the transaction, and the contract was terminated,

Attorney Monteleone 1:49:43

right? And then you understand what the words you understand what survive means, yeah,

Defendant Rinaldi 1:49:48

but again, shall survive the closing of this contract, of the transaction, okay, so we need to close to survive. All right, so you're refused to

Attorney Monteleone 1:49:58

mediate your. You aware the provision stated that it shall survive the closing of the transaction? Correct?

Defendant Rinaldi 1:50:06

I can't read it's got something over it. I feel like I looked this up before, and it says it shall, yeah, we didn't close the transaction. It doesn't say this shall survive the termination of the contract. And I would have mediated. But you know, the letter I received was not truthful. In

Attorney Monteleone 1:50:28

fact, if I can actually ask you to turn to point 22

Unknown 1:50:35

Yeah, what you wrote was again

Attorney Monteleone 1:50:41

22 is a is an email that you sent to me in response to place 21 correct, in which you said, I will not be participating in mediation, as the contract has been terminated since last Friday, the fifth so there's no need to go down that road. I did sign an earnest money release, but I may rescind that if this gets dragged out any longer. I wish drew the best, but landing in hand collectively put me through a lot, so I'm not interested in working something out. I read that correctly. Yeah. I and you're aware of those

terms that provide that failing to mediate entitles imposing party to recover their attorney's fees in the course of the oath of litigation.

Unknown 1:51:39

Yes, again, those states by the termination contract. So

Attorney Monteleone 1:51:55

soon after this, you relisted this property for sale, correct, and you relisted for a sales price of \$475,000

Defendant Rinaldi 1:52:08

within just anticipating doing more upgrades and fixing some stuff and finishing the stuff that could be finished.

Attorney Monteleone 1:52:17

The ultimate purchase price, what's actually bid over and above your asking price was \$487,000

Defendant Rinaldi 1:52:28

yeah. I mean, correct, yep. In

Attorney Monteleone 1:52:32

other words, \$102,000 yeah, more than the purchase price that drew was on the contract to purchase for,

Defendant Rinaldi 1:52:41

yeah, a lot of improvements and stuff changed the stage.

Attorney Monteleone 1:52:51

Ultimately, that sale closed and you sold it to someone else in June of 2021

Defendant Rinaldi 1:52:56

yes, that's great.

Attorney Monteleone 1:53:00

You know where you were participating in the hearing in which your attorney stipulated that the \$487,000 purchase price was the correct measure of damages for the house's current value. He

Defendant Rinaldi 1:53:13

just stipulated that that's what he sold for some in

Attorney Monteleone 1:53:17

order to draw a stipulation from Mr. Pierce to waive his claim that the value could have been established over and above it that price and that was actually on the record during during a prior proceeding of court. Now I'd like to turn and talk briefly about your LLC, trying to understand this dynamic of your LLC. Ms Rinaldi, all right, so Lincoln capital, I think it's come up as over the course of our discussion, that Lincoln capital was your lender, essentially for this for this construction loan. Lincoln capital made you aware that you needed to create a company in order to get the loan. It's your testimony that Lincoln capital did not ask you. That

Defendant Rinaldi 1:54:13

they asked me, Do you have an EIN number? That's all they asked. I said, Yes, I do. I sent it to the closing people, but no time. I mean, I, I think I have emails over there.

Attorney Monteleone 1:54:28

So nonetheless, you started going about the process of creating an LLC. So

Defendant Rinaldi 1:54:32

I did want to become something, such an LLC, that is true. I didn't realize it was taken, yeah. So, so you

Attorney Monteleone 1:54:38

started the corporation registration process with the state. No, I

Defendant Rinaldi 1:54:42

You looked it up. I did look it

Attorney Monteleone 1:54:45

up. Understand how to do this registration. Well, I got an EIN

Defendant Rinaldi 1:54:48

first. I don't know why just did and then I did search, and that's when I realized there's already one. Yeah,

Attorney Monteleone 1:54:57

found out it was already taken. Yep, right? So you decided just remain a sole proprietor?

Defendant Rinaldi 1:55:04

I mean, yeah, I did one state, but I had, at that point I just, you know, all right,

Attorney Monteleone 1:55:12

did you file notice in Westbrook town hall that you were operating as a sole proprietor? Yeah,

Defendant Rinaldi 1:55:17

I had way previously, like when I got my business license under

Attorney Monteleone 1:55:21

the name Southern Maine construction LLC. Are you aware that that state law requires sole proprietors to register in their in their home municipality, that they're operating a business name under a under a trade name? So yeah, I

Defendant Rinaldi 1:55:38

registered my company. I

Unknown 1:55:40

where you registered your company at Westbrook, yeah, or

Defendant Rinaldi 1:55:44

mine sold prior, whatever, yeah, I think I have a business license. Probably

Attorney Monteleone 1:55:59

find the email, though, all right now, so we've got your sole proprietor. You're not an LLC, yes, and you're, I think what I think you said your sole proprietor company name is Southern Maine construction, LLC, sole proprietor.

Defendant Rinaldi 1:56:25

No, I'm southern construction, but for all intents and purposes, it's lawsuit. I'm really because I'm not legally LLC. You have to actually do it with state. So I but you did also know that, right?

Attorney Monteleone 1:56:49

So your but your EIN number was issued to Southern Maine construction, LLC.

Unknown 1:56:54

Yeah, correct. Yeah, right, yeah, no,

Attorney Monteleone 1:56:58

I guess Are you aware that stable actually prohibits the use of the term terms like LLC in a sole proprietor name. That

Defendant Rinaldi 1:57:05

was my intention. I did not know that, but my intention wasn't to be assault prior to LLC. It was, I

Attorney Monteleone 1:57:13

don't know. May I ask you to turn to exhibit 26 looking back at your affidavit,

Defendant Rinaldi 1:57:30

yes,

Attorney Monteleone 1:57:34

look at paragraph five, yeah, excuse me. Paragraph four, thank you. I appreciate that paragraph three is, is the one yeah in which you swore the same oath that we were looking at a couple minutes ago. I am the owner and sole member of Southern Maine construction LLC, a Maine limited liability company with a principal place of business in Westbrook. Maine, yeah. And that's not that statement that you made under oath? Yeah, is false.

Defendant Rinaldi 1:58:03

Yes, that is I again, have a bad habit of just flying through things

Attorney Monteleone 1:58:09

now, at this point in time, you you were, you were represented, but I think you subsequently filed additional papers as on your own. Say, I probably kiss one because

Defendant Rinaldi 1:58:19

I was learning how to do affidavits, and I didn't even affidavits, and I didn't even notice. I mean, I paid it no attention.

Attorney Monteleone 1:58:29

And so I think one time, right? So we can agree that that we have a an additional submission that is, that's shown in Exhibit 27

Defendant Rinaldi 1:58:35

Yeah, probably, I think, I think it was, yeah,

Attorney Monteleone 1:58:40

that is July 10, July 2022, a year later, in which, again, yeah, you swore to Irvine, the owner and sole member of Southern Maine

Defendant Rinaldi 1:58:52

construction LLC. We all go down until where it starts talking about stuff, and

Attorney Monteleone 1:58:57

that statement under of Miss Paul,

Defendant Rinaldi 1:59:00

yes, that's Yes, all right.

Attorney Monteleone 1:59:08

Now this isn't exhibit 26 exhibit 27 these aren't the only places that you've made this this misrepresentation.

Defendant Rinaldi 1:59:17

Again, that true. What do you mean?

Attorney Monteleone 1:59:19

But there are other places you've made this serious representation very well. Maybe,

Defendant Rinaldi 1:59:23

I'm not sure. Why is that? Because I figured this, I hate paying attention, because this lawsuit was so frivolous, advisor I thought was, excuse me, over. So I just signed an affidavit, and my lawyer thought it would be over too, alright? I just thought it was going to literally go away like that. Did not put anything I looked to the need of this, I sense then, since I've got a deposition, we pointed out how many times I've done it, I'm a lot more thorough. But let's

Attorney Monteleone 1:59:48

look at a document that was signed before this lawsuit. How about let's look at plaintiff's 25 and I can represent that the court provided to the. Okay,

Defendant Rinaldi 2:00:02

still blanket objection relevance on all this stuff, but Okay,

Justice Daniel Billings 2:00:08

first, yeah, fire misrepresentations by a witness are highly relevant testimony or should carry anyway. No, no, I do understand that the blanket objection to this line of testimony is over.

Attorney Monteleone 2:00:32

Exhibit 25 is, is a mortgage? Yeah, correct, yep, this is the mortgage that Lincoln capital issued to you for your construction loan. Yep, and in it, it is issued. It's accepting a mortgage from Southern Maine construction LLC, it a Maine Limited Liability Company, correct. Yeah. Now, let me also. Let me turn you to the page that's on the bottom, marked page three of 16 of exhibit 25 I'll refer you down to section 1.8 i Eight. Or forgive me, I actually want to refer to Section 1.6 section 1.6 reads that the grantor, which was you in this case, represents and warrants to with the grantee, which is Lincoln capital Yes, as follows, one the grantors, exact legal name, type of organization and jurisdiction of organization is that indicated in the first paragraph of this Mortgage. I

Defendant Rinaldi 2:02:19

read that correctly? I'm sure you did.

Attorney Monteleone 2:02:30

So you were aware of this contract that Lincoln capital was relying on the representations you made about the nature of your no corporate organization. No,

Defendant Rinaldi 2:02:39

I mean, based on this, but, like, I didn't need to, these aren't materialist representations. I got some closing the status thing. I was so excited. I just signed it my name and signs of instructional estate, and they said, that's most familiar. And, I mean, they're pretty thick. But with I, if I just, like, fighting, using, I don't know why. I just asked IV, NSA, did I said to him, but if I just said, you know, I do, but I don't use it. We still look at the loan. I wasn't like trying to fool anybody. I just again, I have a habit of just not thinking and doing I've always done that my whole life. But

Attorney Monteleone 2:03:13

ultimately, you signed a loan up alone. You signed the line you you recognized when you got to the signature line that says Southern Maine construction LLC, where page 1516

Defendant Rinaldi 2:03:28

so it just says my name, and again I said, she just said, I literally signed this thing walked out. It was two seconds. It

Attorney Monteleone 2:03:35

says your name, yeah. It says authorized agent, yes, yeah, for Southern Maine construction LLC, and before signing, you were put under a note

under oath by a notary who saw a confirmation that you are Anthony Rinaldi, member of Southern Maine construction LLC, And you provided that

Defendant Rinaldi 2:04:00

confirmation Bible for the land like this was again. I mean, I again, I just walked into a sign. I was

Attorney Monteleone 2:04:10

super excited and didn't think twice. You didn't speak up about the apparent mistake. I need to look at it. I just literally, you were asked by the notary they had there in your capacity as Southern Maine construction LLC.

Defendant Rinaldi 2:04:21

I don't remember her saying,

Attorney Monteleone 2:04:22

is it your testimony that that the the Joette that she signed to, yeah, well, that mister Richard Harris signed to is false. Listen,

Defendant Rinaldi 2:04:32

I don't I it's been a long time, but I remember going in and labor school, and she had a huge stack in a room I walked in. She's like, just signed there and there, whatever. I don't know how much time to sign. I just

literally watch and walk out. It was the quickest thing ever. And it's not like, I'm not trying to pull any wool over you guys. I mean, I literally, you know, someone obviously need to read through and then with the contrast, I trusted Matt. I thought he had my back. But again. Now let's not read one of these again.

Attorney Monteleone 2:05:04

And to this day you make sure you still own there. There's a parcel property that's yours. That's in the name of Southern Maine construction LLC.

Defendant Rinaldi 2:05:15

Yeah, Raymond's fixing that. They'll have nothing to do that one. They messed that up. I don't know how that happened. So email that I sent asking, she sent you back. How's this lot in that name? I didn't even decide. So that's hopefully gonna be directed. What

Attorney Monteleone 2:05:31

do you turn to? Plaintiff's 24 sure you asked, you asked the town of Raymond how that happened on their end. Yeah? What's exhibit 24 I have no idea.

Defendant Rinaldi 2:05:48

Take a minute to look at it. Is this for the sale of house?

Attorney Monteleone 2:05:52

Warranty deed? Yeah? English, Anthony Michael Rinaldi, yeah, and Westbrook, yeah, grants to Southern Maine construction LLC, yeah, a main Limited Liability Company. This was

Defendant Rinaldi 2:06:02

at the closing for the Lincoln that, again, that law had nothing to do with this law. I just not my, that's

Attorney Monteleone 2:06:10

not my question. Yeah, like, my question is, you just said that you don't know how, how did the town of Raymond made this, made this mistake?

Defendant Rinaldi 2:06:18

I didn't I. Why would, why would this type company have the other law? You're

Attorney Monteleone 2:06:22

so, you're but you're just learning for the first time today that you signed a deed convey, conveying property, yeah, from yourself personally, to a to a fake company that doesn't exist. Well,

Defendant Rinaldi 2:06:33

they are more now, as you identified when your original letter so, but Mr.

Attorney Monteleone 2:06:41

Dolly is there? Is there a main limited liability company with a mailing address of 27 Dearborn Street? No, that's a thing already,

Defendant Rinaldi 2:06:49

whatever you want to call it. I currently make, I don't think why they would put that lot in here. This is the same, same loan you just talked about. So this is probably signature number two. Again, I did this and marked it so, in

Attorney Monteleone 2:07:02

fact, this conveyance to to a to a fake company is is void, right? That's because it doesn't exist, sure? Yeah,

Defendant Rinaldi 2:07:11

I can't potentially do it. Nothing to do with Bill, so I don't know how it got involved here. But yes, I mean, you saw the email I asked a lot, like,

Attorney Monteleone 2:07:23

I don't have a question. Copies of exhibit 24 and 25 are certified copies, and we move for for admission of both exhibits. I mean, I

Defendant Rinaldi 2:07:36

know you're gonna say probably consistent, but I mean, my guy denied on the Craig Mathison one, which is actually related to the breach. But I mean, I mean, I'm literally not trying to I'm not gaining anything from this. They're not material misrepresentations. I literally was super excited to sign my name. It didn't, if you look at all the emails with link, and I didn't do it to get the loan. I had the loan. Already had the land as collateral. That's what, not alone, not me sitting in an LCA. Why I ever do that? I want to become an LCA. That is correct. But you know,

Attorney Monteleone 2:08:18

I think over the course of this, we've seen a number of instances. And what you sign something and then later say, Oh, I didn't read that.

Defendant Rinaldi 2:08:30

Yeah, it's pretty obvious. I have ADD like, I've literally been like this one to like, I my son's the same way things before he like Lily does, and then things later.

Attorney Monteleone 2:08:43

No, for the question,

Justice Daniel Billings 2:08:46

alright, I think this would be a reasonable time to take lunch. We'll take lunch a little bit early. This is where all the you have a chance at this point to technically redirect, that's to address issues that were brought up

during your examination by planning council. So we do that. When we come back, we will be back ready to go

Unknown 2:09:07

at 1235, is it like a normal cross? Well,

Justice Daniel Billings 2:09:11

you're going to ask yourself questions, but you can address issues that come up during

Defendant Rinaldi 2:09:17

okay, but

Justice Daniel Billings 2:09:19

yes, but then when, after the plaintiffs, you're limited to issues that were brought up during the bussing you, when you get your opportunity to offer evidence, if you want to offer evidence on other things you have a chance to do that, then the other option that you could do is just wait and present everything you want To present at that point. But how we perceive that? So, yeah, it is entirely your choice. You may want to company things now. You may want to wait until your whole presentation later. Either way is acceptable, um, entirely your choice. Just the only thing is if you wander into areas that we're not brought up trying to scope on. Leone and his rep and family. Were you it would be an appropriate objection that it goes beyond the scope. I'm glad that you had a chance to do it later. Okay?

Part 2 of 2

Defendant Rinaldi 0:56

So I apologize. I'm tried to print these off. I was a little blindsided by the credibility thing just because this whole entire time they haven't questioned it at all. So it kind of came out of nowhere So I didn't really prepare for it because I didn't see it. But I did find the company Graveyard Homes, and they have multiple different packages, multiple different homes, multiple spec sheets. And it's why I was like, because I was going to get it but I couldn't print off the second one. I don't. know why I have a printer in my car right now. But I did get one printed off. I don't know if you know; I didn't even think that was we were going down that road. And at no point did that ever applied to me in any way, shape, or form. So I certainly could present this evidence properly when I argue my case, but I just wanted to bring it up because they do have varying spec sheets in it. It's right there. And they're actually from Maine too, which is kind of weird. Maybe that's why I got it; I'm not sure. Also, I don't have records on me, but I do have attention deficit. I could get medical records. I've been, you know, for years going back. One of the main things is, you know, exactly what I do. Like I literally either hyper focus, or I'm not observant, or I fly by the seat of my pants sometimes. And my son does the same thing it's something I've struggled with and after we did the deposition I was really like, He's mentioned so many times I'm like Jesus Christ, so I've been better about it, but at the same rate, it's a it's a struggle. So it's not like and if you look at the stuff that was discussed, I also have emails from Ryan Cyr, which are part of the exhibit list um, The EIN was literally mentioned just before closing. Closing was already set up. We were already heading towards closing. It wasn't a variable. There was no ill will behind any of it. And I don't know how it would even benefit me, like putting my other lot in LLC's name. I wouldn't want that. I mean, I'm not an LLC.

Defendant Rinaldi 3:20

But he also, he sent me when he sent his first letter on March 12. On the bottom, it says Michael Dore. So he knew I wasn't Southern Maine Construction LLC, and so he sued Michael Dore but he didn't serve him because he knew, he was aware before he even filed the lawsuit that Michael Dore was Southern Maine Construction LLC, and it says it right on the bottom of that exhibit, so sorry I'm a mess.

Attorney Monteleone 3:53

Jack. That's outside scope of cross to the extent that this is limited to or outside the scope of direct to the extent that is limited to direct I think that was, that was a bit unclear from the get go.

Defendant Rinaldi

I'm keeping it to, so in what regard? I'm really not trying to, I mean, you questioned my credibility, so that's why I'm going down that road. I mean, I can defend myself, right? What is it that you're objecting to?

Attorney Monteleone

I'm objecting to the conversation about the registered agent of the LLC that was engaged in the correspondence being wholly unrelated to what we're talking about.

Justice Daniel Billings
objections overruled.

Defendant Rinaldi

Anyways, exhibit two page two, and you'll see CC. This is the first letter I received from James, seven days after closing, you can see at the bottom it says CC Michael Dore registered. agent 84G Warren Ave Westbrook ME.

So he was aware that I wasn't Southern Maine construction LLC and he chose to sue Michael Dore didn't serve him. I didn't even, it didn't even cross my radar when it was filed. The lawyer I had was like, you never sent a text that says this No, I didn't say any of that. And so he thought this would be easy. So when we entered the motion to dissolve hearing,

Attorney Monteleone

objection to hearsay, and moved to strike hearsay statement, objection.

Defendant Rinaldi 00:05:53

Can I talk about motion to dissolve hearing Because we tried to have it withdrawn. The party, Southern Maine construction LLC, taken off because it's not in the contract anywhere. Southern Maine construction. isn't in the contract anywhere. The one page it's on, not signed. So Southern Maine construction, or Southern Maine construction LLC neither of them are in the contract. My lawyer tried to have it removed, and Justice O'Neill said it's on the spec sheet. But on the spec sheet, it doesn't say LLC. So, I mean, it's not part of the contract in any way, shape, or form. And it's been used against me constantly, I feel like. And again, when he came to the motion to dissolve hearing that's when their story changed. My lawyer brought it up to the judge, and the judge just seemed fine with it or didn't really address it or whatnot. But nonetheless, he was aware of it. And this is something that is an error that he made. He should have notified Michael Dore or sued Southern Maine construction not Southern Maine construction LLC. Because I've never once stated I was Southern Maine construction LLC, not even once. Those affidavits, yes, I signed them. Again, just to be clear, I'm not very good at that stuff. I struggled with it, I have my whole life. It's not something that I'm proud of, and I should be better about contracts. Matt, I did trust and I did trust Andy. And you mentioned how it's not mentioned, the upgrades, and those texts were from the last, like, two months. For a while there, I thought Andy was on my side, I thought they were really trying to help me until all that money went missing. I was appreciative. So, when I did bring it up early on, he did jump down my throat and acted like I was just being ridiculous and this and that. And I just have anxiety sometimes. So, I just want to build and I didn't bring it up as much as I should. But the reason it's not here is because at that point they were trying to help me out. And once I found out the money was missing, that's when I was just like whoa, you didn't pay for that. Jumped down my throat and threatened me multiple times, got Lincoln involved, and now the money's missing. So, that's when I just woke up to this scam that they were or whatever it is that they were pulling on me. Nonetheless, I'll try. to do these one by one so that I don't Okay can go up skip it 17 line 31 30 and 31 "Even if he got to 17,800 it still would be a breach because it wasn't removed from escrow. There isn't a chance in hell I will lose this and I could have it sold next week" Now he brings this up implying that I didn't close because I wanted to sell it to someone else for more money which clearly isn't the reason I was trying to work with them I was explaining why to them. Is this already admitted to evidence 17 in its entirety

Justice Daniel Billings

Yes

Defendant Rinaldi 9:04

and I read page I guess page 8 line 15 And this is where we're discussing what actually happened I was on my way but Matt called me and said I was dumb over and over again, which did happen. I have it recorded. We came up to 8,200 last night, plus the 96. So on March 4, it was terminated; I terminated. We'll discuss those tests at some point. And on March 5, we had a meeting and I had that meeting recorded. I didn't plan on presenting it until I argued my case because I have my USB drive and stuff in there. But I will mention it a tiny bit. So we had this meeting. During that meeting, they offered to come up to that number

Attorney Monteleone

Objection. Hearsay move to strike

Defendant Rinaldi

That's, I mean it's my personal knowledge of the meeting. I mean I'm going to be playing a recording as well, which is a recorded business meeting that and it's the actual, you know, what really happened. There's no deviating from the truth. That's real. That happened. That's negotiated. You know you're in there, them pressuring me, them threatening me, me talking about getting bullied, and all these other things.

Attorney Monteleone

Repeat the objection and move to strike hearsay statements.

Defendant Rinaldi

This recording's been around for three years, and he's never objected to it.

Justice Daniel Billings

Well, you haven't offered the recording

Defendant Rinaldi

I understand that.

Justice Daniel Billings

So I'm going to sustain the objection.

Defendant Rinaldi

So how am I going to talk about that meeting to address this I mean, all right, anyways. So here, it says we came up to 82 last night plus 96 during that so II it was terminated on the 4th. On the 5th, they offered this, which is this text right here. And then, as you can see, the amount was 13,000 and it did remove it from escrow, which go to page 7 He said you can't do this to these people. I said that's not what the HUD says. He says Matt gave you all his commission. So he's not saying that I'm wrong; he's not saying he's really just pleading with me. And I go, these people don't give a fuck about me. They called me a shitbag and Praised Derek. When I got played by Derek and busted my balls to finish this

Justice Daniel Billings

These are in evidence you don't need to read them you know

Defendant Rinaldi 11:40

I just want to say I understand. I just want to; anyways, it's not what we agreed to with Todd and Ryan today which is during that meeting I'm referencing. So, and again we didn't agree to it. They offered it, and I hadn't accepted it.

Justice Daniel Billings

Is this meeting on the 5th?

Defendant Rinaldi

So, this meeting's on the 5th, yeah, in the morning.

Justice Daniel Billings

So, this is after you terminated the contract?

Defendant Rinaldi

Correct. But then it's weird, but yeah, I terminated on the 4th, and then on the 5th we had a meeting and they made an offer. I said I want to see the HUD first. And when I got to the HUD, I got to see the And then that's

why I say I'm not legally obligated to at this point. It's not right how I've been treated. That's not what we agreed on, even (Justice Billings cuts Defendant off)

Justice Daniel Billings

You said that. But where did they say you're right

Defendant Rinaldi

But there where negotiating they argue about the possession prior to closing, They said he has the right, the legal right to be there They argue about all kinds of stuff They do not once I mean I'm pretty clear I have the legal right to walk and say it four times not once do they say no, you don't I mean I was crystal clear

Justice Daniel Billings

They say you can't do this to these people

Defendant Rinaldi

Yeah, but that's not the same as saying, you don't have the legal right to walk. I mean, he even admitted on the stand that he misled me that he made me think that I was legally terminating. And then when James wrote me on the 12th my response was. I have it here as well. Was that you know nothing in that statement in that letter was truthful and I'll pull up the letter where we can talk about it a little more. In that letter, he says the house isn't finished. So Paige two. (Justice Billings cuts Defendant off)

Justice Daniel Billings

Again that letter was offered to point out that they offered you mediation and you denied it.

Defendant Rinaldi

But he's pointing that out I'm going to point out where it's not truthful, this letter. Like I would have mediated if they were telling the truth. He dragged it out, the mediation thing, until it was too late. I couldn't have mediated; I would have lost the house. I mean they wanted to. He could have met me on Monday and closed potentially if they got that removed from escrow. And they could have told me I don't have. a legal right to walk in. I would have closed, I mean, they could have easily closed the loan. And that's none of that, you know, this is, you've got duress, undue influence, you've got missing money. I mean, this is, there's a million reasons where this case is just you. So anyways, I'm going to give you the text messages. I do have a transcript of that meeting here. I'm going to give you multiple copies.

Attorney Monteleone

I'd like object to review or admission of a transcript that is not an official transcript of a meeting that is between Mr. Rinaldi, Mr. Rinaldi's, and Mr. Rinaldi's agent, none of whom are exempt from the hearsay rule.

Defendant Rinaldi

So, first of all, Matt's one of their star witnesses. In the beginning, my realtor was one of his witnesses, and he committed perjury, and now he's not around. But also, Andy Lord was checking in on meeting He was aware of the meeting, He met with Todd and Ryan. So, I mean, Andy's integrally part of it. At the meeting, Matt leaves to call Drew. So, I mean, in here, you hear him like Todd says the do the buyer's know it's not a part of the contract, and he goes they do. And I mean, but like he's sitting here saying where is it saying, (MONTELEONE CUTS OFF DEFENDANT)

Attorney Monteleone

'Objection to Hearsay statement and move to strike

Defendant Rinaldi

I mean, this meeting is a business record, and I was part of it. And this goes to prior inconsistent statements. This goes to the heart of the case. And you want the truth. This is the truth. So again, I can present the recording when I. I assume he's trying to print that thing off. And I just, yeah, don't worry too much about it.

Justice Daniel Billings

Who prepared the transcripts?

Defendant Rinaldi

I did. I did

Justice Daniel Billings

So for that reason alone, if you have the actual recording if you want to offer that. There's issues with that as well but it's not a certified transcript.

Defendant Rinaldi 16:26

No, I understand that. I mean, he did say Where does it say this? In Andy's text that he brought up? So page 2. This is exhibit 16, page 1. Actually, this is page 1 it's a good one. This says "Mike just sent you the addendum to sign allowing the buyers to put the pod on the property Monday. So that's the possession priority to closing addendum. That's what he's saying, and I said "hey, I'll get that right back to you." So when I signed that, I thought he was looking to put the pod on the property. I didn't think it was, but there's a click it. These things are so easy to click. With me, the way I was running around the, and they know this too. I mean, in January, they tried to get me to sign one that says 500 a day, and Andy came there and then left; and when he left, he was like, I need you to stop. and sign that ASAP because he knew I was in my backhoe. He knew I would just open it up and click it because they got me on the other one. And luckily, for some reason, it didn't go through and I don't know why. I just got a weird feeling and I looked and I see 500 a day for No reason, there's no issue between us. Why am I paying all this money towards them when general contractors are renegotiating more money because of Covid? In normal contracts, they're saying listen Covid happened That's an extraordinary event. We want more money because the materials are up. And here I am getting the opposite, which is just weird. But anyways, Matt says "sending you the addendum for the easements the back road title needs it, just spoke with Todd so hopefully this gets resolved today." This is when they send me the updated spec sheet to sign. And then Andy says on the next page, two pages, Page three because that was signed by Drew back in September the updated spec sheet, and "I'm not going to rewrite everything for no reason Jesus man your fighting with the wrong person. I've done nothing but help you on this" . And then you go back to page one it says, "why is the garage a part of it? That's already done" "because the scope of the work didn't specify the drywall specifically, it just said garage to be primed. Andy. told me I had to finish the garage. So they say there's no upgrade.I but I had to finish the drywall in the whole garage. That cost me a lot of time and money. And it wasn't part of the scope and Andy directed me to do that. I mean, whether Drew directed him to do that or not, I'm not sure. I think I don't know I might have recorded that. But anyways, I said "please change it to the back road only I would have better off doing renovations this whole time. Page 2 line 10 "the issue is I've been mislead and I'm not signing anything I don't have to" So again, the upgrades that happened earlier on, the biggest one was the bonus room and the front porch kind of, you know, Andy's just really good. But I don't even know if Drew was even aware of it. He was just like he said when he testified he's been a realtor for three and a half years. That means he was a new realtor, so he was trying to probably. Drew might not even be, but he was trying to get every nickel out of me and just milked me to the max. And he tried to get me to sign something saying that when they close, I take all the doors off and put new doors on. So, I mean, he clearly asked for more and more and more stuff, and he can be aggressive. I mean, he, and I'm, I need to speak up for myself sometimes. He would literally, just the moment I brought it up, he would attack me on it. And I did, he did do things to help. Like, i will say that. I mean, that's, but at the same time, they were issuing checks to another landing agent. So I think. It was kind of a, but anyways, nonetheless, and he said, I said misled in general on the 14th. So now I'm actually questioning everything moving forward. And I'm talking about the upgrades and talking about

everything. Really, they just were just milking me.]And then Matt says I'm lucky I'm getting anything because I should have lost it. I don't know anyone who could have built that house in seven months. Most people are amazed. Derek Ray, Andy Lord and Matt Dibiase all said to me, you're going to lose the house and threatened me. Todd Miranda threaten me. I don't know if Ryan did, but it was their thing. You're going to lose the house. Lincoln's going to take you if you. don't do what we asked.

Attorney Monteleone

Objection. Move to strike. Hearsay statement.

Justice Daniel Billings

Justice Daniel Billings

Objections sustained

Defendant Rinaldi

Well, other than what's in here, I'm lucky I'm getting anything because I should have lost it. This is the text message. I mean,

Justice Daniel Billings

the text message is OK.

Defendant Rinaldi 21:28

Andy's gone above and beyond but the Geo and Derek's bill are insane and paint a clear picture. It's a clear conflict of interest and when we spoke you completely defended Derek. That's me referring to Matt. Derek came in, I was told one thing, and got another.

Justice Daniel Billings

You don't have to read the text. (SEEMS ANNOYED WITH DEFENDANT)

Defendant Rinaldi

I know I'm just, I'm pointing out like that. I'll get back to this. I'm sorry. So, great luck again. I think I mentioned the text where I said. "I may have signed it, but I definitely gave it" So Matt said sign the extension and I signed that one. So I trusted Matt he's my realtor. I feel like most people do. And I was just talking to a friend that's actually a prosecutor, and she, I mean,

Justice Daniel Billings

No stop

Defendant Rinaldi

But she is well I was just

Justice Daniel Billings

No no no Your not going to, that's hearsay

Defendant Rinaldi

Okay, yeah, I was just, oh,

Justice Daniel Billings

Let's move on.

Defendant Rinaldi

Okay, everybody signs contracts and doesn't read them. Like you can't just,

Justice Daniel Billings W

Yeah but you're stuck with them.

Defendant Rinaldi

I know, you know, I get that. But I'm just saying it's, he's acting like I'm, like I have bad intentions, like I'm just lazy in a way and I was excited. And you know, he was coming at my character like I'm doing it to gain something when I'm not. I mean, it's just kind of how I'm built. I feel like the average person is like that. If you try to impeach someone for not reading a contract, I mean, most of this country would be impeachable.

Justice Daniel Billings

But you act like the rate lock was somehow unfair. You signed a contract in August that said you'd deliver the house in November.

Defendant Rinaldi

No. So I signed it at the end of August, and again, I relied on Matt. They knew that was a pipe dream

Justice Daniel Billings

No no no you signed, why would you sign a contract saying your going to finish a house

Defendant Rinaldi

Yeah he's pointed out over and over again that I'm new to this side of it

Justice Daniel Billings

but you claim to be knowledgeable about building,

Defendant Rinaldi

I am

Justice Daniel Billings

and you agreed to finish the house by a certain date, and you're now saying nobody could have done it. Why would you agree to? finish the house by a certain date when you know you can't do it.

Defendant Rinaldi

Again I relied I trusted him. He said, signed the contract. I signed the contract. I'm not looking at it that way like I'm the builder, I've never seen and that's not uncommon. It happens you know all the time. And again, Covid got worse and worse so under ideal conditions, and at that time when I signed it, oh actually not at that time, Andy had mentioned he could get people to help me get people. And I mean, there were talks to get people in there earlier than they were to help me, but that never happened. So, under ideal conditions, if I could get help, that could have been possible, but it still was kind of a pipe dream, you know. Especially, I'm not skipping any steps. not skipping any steps, you know. Like this house is I mean I drive by it all the time because I have a lot next to it and it is it's a castle and it's beautiful. It's a really, really, really nice house. You know that overbuilt and you know I'm a good builder. You know and he mentions how I have no experience with that is true but labor is your one that's gonna get you. It's not materials are the same. Materials are legitimately the same. The most experienced to the least experienced are gonna pay the same exact cost. Where everybody messes up is labor and I had to finish it myself and what I pulled off was, for me to finish it in that time by myself, mostly, is a minor miracle. I mean you ask any builder and they'll be like that's crazy I don't think I can do it again I feel like I was just a man on a mission. That's probably why I had such a tunnel vision and didn't read some of these things because I was just so locked in on getting it finished. But anyways that house like I know Drew and I do

feel for him but he only got up here he'd only been up here according to James I think like a handful of. So I'm there every day sleeping in my van covered in dirt busting my butt you know and I own the land. This is 15 years building to this point where I'm finally developing my own land and all this stuff, and I get that it's probably stressful for him because he wanted the house, but I mean he only came up a handful of times. Other than that, I don't know if he was working or what he was doing, but I mean it seems crazy that, yeah, you should get all the money even though the upgrades weren't paid for, and I was threatened and all these other things happened and not the builder who owns the land and is, you know, busting his ass around the clock. I mean this has been the most dramatic, stressful thing I've ever dealt with. You know, that house was supposed to be a turning point where I was gonna build another one and another one, and instead, it was the biggest nightmare I've ever dealt with and I'm still dealing with it three and a half years later. It's consumed so much of my life and so much of my time and it's just not fair. I didn't do anything wrong. I built a good house that was built properly. I did it as fast as humanly possible. I am I walk fast, I talk fast, I do everything fast, so you know, and even Andy was trying to say but the pictures I showed him prove that I legitimately was building it in record time. There's not anything I could have done to speed that up. I did everything possible. Yes, I could have been better with the contract, but he brings up that contract; he says over and over again the spec sheet which I didn't sign, I did send it to the appraise, but again I'm trusting that Matt is going to get me more money and not steal money if you go to exhibit 2 page We agree that all future changes shall be in writing, together with the cost, if any, dates of changes, and signatures of all parties to acknowledge consent. I get that applies to me and them, but we didn't do that. And this spec sheet, which is on, where is it? Any representations, this is page 4 or 5 of the P S on Exhibit 2. Prior statements, any representations, and agreements are not valid unless contained here in. This agreement completely expresses the obligations of the parties. It may only be amended and read inside by both parties. They bring up that August 5th. They had that email Why wouldn't they put it in the contract, Andy said he made this contract. You tell me they had the August 5th email and didn't put it right in here. That's crazy! They chose not to add it into the contract, and then they want to look at me like I did something wrong. I mean, I don't understand how he put this together. He's the one who put all this together, and I signed it. And I saw that they want the smaller house. You're going to talk about that August 5th email, which I did not send them I sent it to Matt It's not binding. It was because I did want to build that bigger house. I did want But then, Ryan, I get anxiety it's something I'm working on, I'm not proud of it, but He started calling me. I'm freaking out. He called me more. And then at that point, I'm just like, alright, what are they offering so, and I was, I was disappointed I had to build the smaller house. I mean, I'm one of the good builders. I'm not like I don't break the law I don't rip people off. I don't screw people over. [00:28:55] If I knew my credibility was going to get attacked, I would have brought people in to testify, good people that you know I'm an honest, kind person. I don't bother anybody. I coach baseball. And I live my life for my son. So it's really frustrating to be in this position when you hear these horror stories all the time about these shitty builders who. get away with so much. And you got one in here dealing with this. I did nothing but try to build the house and do my best and played. And I think Drew got played too. But again, he should have sued the resltors, not me. They're the ones who didn't tell him why I wasn't closing. They're the ones who kind of used him as a pawn against me. [00:29:32] So anyways, that August 5th email is not included in here. They consciously chose not to put it in here. And the contract clearly states that if it's not included in here, it's not part of it. So and then they say those things were already there. They weren't there. I framed the garage, but that doesn't mean the interior. room's going to be finished. It was supposed to be an unfinished bonus room. Now let me mention the Didonatos. Mike Didonato is a friend of mine. We went to high school together, a good friend of mine. He was helping me on the build, and the price was the same. [00:30:10] Friend who is helping, I mean, that just seems silly to, you know, give them a better deal than my friend. So again, the bonus room was supposed to be unfinished. They didn't see that. They saw it being framed. It was framed. That had changed, I agree with that. But the inside wasn't finished, you know? So for them to say, oh, we saw those things, they weren't. The farmers porch wasn't there. I mean in their original filing, you know, he wants to bring up prior inconsistent statements. And you know, I'm going to keep it to this list, but I mean I've told this story from the start Everything I've said is supported by evidence and my story. Yes, I signed things without looking, but my story has not changed. I've told the truth the whole time. I have nothing to hide. I deposed Drew. I mean again, he was left in the dark, but he said I don't remember

most of it. And it has

Attorney Monteleone
Objection hearsay move to strike

Justice Daniel Billings
Objection sustained

Defendant Rinaldi

I understand time does, I have a great, great memory, but time is, you know, it's not easy to remember every little detail. So anyways,

[00:31:19]you mentioned heading into closing, brought that up. I was heading to closing, and if they had, I still, I mean I was so torn I hadn't agreed to it yet but I was having major anxiety, borderline anxiety attack because I didn't want to close, I didn't want to get screwed. I literally didn't deserve this. So for me to accept what they had to offer, which was peanuts, was really hard for me to swallow. And again, I'm not going to talk about it, but when I refer to that recording. Anyways, I want to present this, the EIN number thing, which again my contract doesn't even state.

Justice Daniel Billings
You say that but the property was in the name of the LLC.

Defendant Rinaldi

So yes, it was, but again that was between me and the bank. Like you said. That's separate from them. The contract was between me and them. I honored my deal with the bank

Justice Daniel Billings
Right, but you individually entered into a contract for real estate that you didn't know about.

Defendant Rinaldi

I get it but then it was weird. The bank have an issue that's between me and them, you know. I get it. Listen, this is a huge lesson for me. I need to make sure I read things and don't get excited and don't. I watched my son do it, and I'm looking at him like, and I do the same thing. So yeah, I get it. You know, I do get it. It was horrifying to listen to him during the deposition. He looks at all the things I didn't read and all the things I signed up for. But people do it all the time. I'm worse than most people, but my intentions are never bad. But anyways, I just want to show you a conversation. between me and Ryan Cyr that show you that I didn't trick them. I had the loan. It was the last thing we did before. He asked if I had an EIN and I said yes. I didn't even think twice about it. Like I said, the closing was two seconds. I signed what she said to sign. They had those sticky things, and I was happy. He also mentioned me benefiting. I put down 10,000 - 15, 000 I think on the loan, and I also had like 30, 000 in reserves that I started with, which the foundation got messed up, and that smoked me. [00:33:37]I mean, that put me behind, but I didn't need the money. Yes, I may have gotten some of the draws to maybe eat or do things, but I started off with \$50,000. So, you know, it's not like I got labor or anything like that. I literally was living like I'm homeless. I lived homeless the whole time. I think that's why they thought I was on drugs because I was so dirty. And I was, I was half dead building this thing around the clock. I don't think I could repeat this if I wanted to. But yes, I just want to

Justice Daniel Billings
You can't do this (JUSTICE BILLINGS TELLING THE DEFENDANT THAT HE CANT GO THROUGH HIS EVIDENCE)

Defendant Rinaldi
What's that

Justice Daniel Billings

You can't do this we can't sit here all day

Defendant Rinaldi

[00:34:56] I guess I'll just end on that one. I'll just go through this list and I apologize. [00:35:07] Um, I called the sheriff. Um, so he has the sheriff's report here. It's exhibit 14. Has that been admitted?

Justice Daniel Billings

It has not been offered

Defendant Rinaldi

[00:35:28] So yeah, so this is the sheriff's report that they received. This isn't even, there's no incident. Like it says right in it that it was such a non-issue that there is no report on the incident. So they got basically a thing from the sheriff saying it wasn't even it wasn't an issue, so you don't even have a report. So yeah, there's like nothing to it. It says right here it says caller stated the purchase of the residence he had, he had for sale in Raymond fell through today, and the prospective buyers went to the residence to get his belongings. I stood by with Drew Pierce and his family as they cleared out the garage of their items. No issue. I mean, I just called, I just worked, I just spent seven months living in grime, working around the clock on that place and I had everything into it and I'm leaving. to go coach baseball, and I see a line of cars come past me. Matt just told me not nice things, and you know they've been threatening me nonstop. So, I was concerned. I wasn't calling again; my issue isn't with Drew, so I wasn't calling to evict them. He was going to get his stuff; I didn't have an issue with it. Why would I care if he gets his stuff? I just wanted to make sure the house was protected that they weren't going to do anything. And I wasn't even worried about Drew, It was Matt, mainly, possibly Andy. But this is the report, this is an authentic report, and I've had this from him from discovery for a while. I'd like to move to enter exhibit 14 into evidence

Justice Daniel Billings

Council

Attorney Monteleone

No objection.

Justice Daniel Billings

It's admitted

Defendant Rinaldi

um so the March 12th letter he sent me, um the first demand letter where he mentions Michael Dore and all that and in it nothings truthful I responded with my own letter and I say to him not one thing in there is truthful, they clearly breached. There's no question. And so I had no problem mediation, but I offered to meet them Monday, but they refused. I was trying to work with them, and they didn't. And like, after this email, it just dragged into another month. So at that point is way too late. I couldn't possibly even work with them at that point; I needed to get this house sold because the bank could, you know. And are they needed to know it was going to get closer, and that stuff takes time. They also mentioned the

Justice Daniel Billings

But in the March 12th email. Number one, you're talking about your March 12th response.

Defendant Rinaldi

His March 12th was him, and then I responded to that. I don't think he has it in here.

Justice Daniel Billings

Well, if you turn to, is this well is Exhibit 22 admitted?

Defendant Rinaldi

That's the email.

Attorney Monteleone

I understand it was offered and admitted.

Defendant Rinaldi

Yeah.

Justice Daniel Billings

So you're saying you responded to Exhibit 21 by saying nothing in there is true?

Defendant Rinaldi

No, this is my response letter. So he sent a letter. I sent a response letter that's not part of it where I'm responding to it saying you know why I didn't.

Justice Daniel Billings

Well, you technically can't offer a letter you wrote anyway, so I understand your testimony.

Defendant Rinaldi

No, I get.

Justice Daniel Billings

That this email is not your entire response.

Defendant Rinaldi

Yeah, okay, that's right.

Justice Daniel Billings

So you also said in this email, you're saying you know he waits a month, but you're saying in this email so I'm not interested in working something out. So on March 12th you already told him no, I'm done. If you look at Exhibit 22

Defendant Rinaldi

Yes

Justice Daniel Billings

your email to Mr. Monteleone where you said a number of things, but you say I wish Drew the rest. I wish Drew the best, but Landing and him collectively put me through a lot, so I'm not interested in working something out.

Defendant Rinaldi

[00:39:44] Yeah, so on March, so if you look at the bottom, you'll see that at 7: 41 a. m. that morning I sent them my response letter. So I sent him that, and then he responded at 8: 17 a. m. asking about mediation and, didn't really address the letter I sent, and then I at 10 responded with that. And again, if you look at the contract, if the contract is terminated, mediation is, mediation doesn't, that says mediation will survive closing, but he did not close. so it was terminated.

Justice Daniel Billings

Well, that's a legal argument, but you were just saying it's a factual thing. You're somehow alleging that somehow they're to blame because they didn't take action in time. I mean, on March 12th, you said, I'm done.

Defendant Rinaldi

No, no, I understand that, but again, they had already refused. 00:40:31]They refused to meet on Monday, you know, and then they sent me a letter full of lies. I responded and he doesn't even address it; it just says, are you going to mediate. So my response at that point was like, you're not even going to address the fact that nothing's truthful in that first letter.

Justice Daniel Billings

So how is it relevant that it took him another month to file a suit after. you told him all about it.

Defendant Rinaldi

Well, he could have said then, I feel like he, I don't know, but I feel like he kind of did that to use that mediation as a tool, you know, like he could have said to me, well, if you don't mediate, you're going to be held for this, you know? Not that he's obligated to, but it just he didn't respond to this for quite some time, so it just, they really wanted to work something out. They think that they would be more aggressive about it, or maybe Monday, you know, which they didn't, you know? So, I mean, I tried and tried and tried, and that's even after I got all this money missing. So, and got, you know, as you can see in the text, I got kind of. bullied by all of them. So yeah, that's [00:41:44]So the 47 when I on March 5th when it was pretty much over. There was a painting that got messed up from the prior painter, which was part of that missing money. And there was other little things that he did. There was little stuff. Nothing like major, nothing that would hold it back the certificate of occupancy. So from March 5th to June 6th when we closed, even after that I was working on the house. I put a good amount of money into it and I had a ton of time; And that was all done after March 5. So they tend to gloss over that, but the increase in price had a lot to do with that extra work, and the fact that it was staged, it wasn't staged before, and all those things. And then you have the unpaid upgrade. So we you add them all together, or [00:42:24]has a lot to do with that extra work and the fact that it was staged. It wasn't staged before and all those things. And then you have the unpaid upgrades. So you add them all together, it's over and far exceeds. So, they act of like I sold the same exact house to these people for that price, I absolutely did not. That house had grass; it had all the stumps removed, which was a big issue, and I extended the Yard out farther. I painted the foundation, I fixed the bulkhead, I put stone pavers in, I put the grass in, the straw, and the seeds, and all that. I mean, quite a bit of work went into it. All the paintings, I had to completely repaint; that's not a cheap endeavor. [00:43:03]And then this, like, the painter didn't caulk anything, so I had to re-caulk everything, which means I had to re-cut everything, which is just not fun. The ground was really messed up. I had to redo that. Doors weren't closing or they were closing, You'd open them and just start. So, I mean, there were a lot of little things from, and that was the landing agent, who's also a contractor who came in. He had some guys, and it was just, it was a nightmare. They did very little work and I got, and basically their bills, it came to exactly what my equity was at. Like what are the odds of that, you know? I, because that's 2,700, that was actually zero.[00:43:37] because of the Bisonette payment comes out I'm literally pulling in 100 at closing. So, Matt comes in with his buddy, both landing agents, his agent's landing, my agent's landing. the contractor's also an agent for landing and then you've got his agent going to my bank to give checks to another landing agent and all of a sudden their bills came to exactly what I had in equity.

Attorney Monteleone

Objection to hearsay and move to strike hearsay statements.

Justice Daniel Billings

Objection overruled, So I mean did all those people that you objected to all those things that you objected to

on the closing statements did they get paid at your ultimate closing?

Defendant Rinaldi

Yeah I had to so when they did their ex parte Derek was putting what's it called a mechanics lien against me. 00:44:16]Yeah even though we had a contract and it was like I have to pay to close on it and then I can sue them after but I've just been and I do want to go after them, but I've just been trying to I stopped working for so long with this that it really set me back.

Justice Daniel Billings

So, if none of that stuff caused you to not close with your ultimate seller, why is it a legitimate reason not to close with Mr. Pierce?

Defendant Rinaldi

Well, so again, on March 4th, I found this out when it was missing. They did ask for those upgrades, and every time I asked them, they just were like attacking me, so I kind of dropped it for a little bit. At that point, I'm like, this is wrong, you know? [00:44:56]So, and again, I'm not saying it's Drew's fault. I think Andy was being an overzealous agent. He was a new agent, and he was really trying to get him. I mean, he was, he was a good, he was there all the time. It was weird, and it was lying

Justice Daniel Billings

But what you're complaining. Yeah, you ultimately were ultimately paid.

Anthony Rinaldi
Westbrook
LD 1761

No legislation passed by this body has any legitimacy if the judicial system charged with enforcing it is corrupt. When judges suppress evidence, misstate the law, tolerate perjury, and deny due process with impunity, the rule of law collapses. At that point, legislation is nothing more than political theater.

I categorically oppose the current bill. It is reckless and irresponsible for the Legislature to continue producing new laws while ignoring clear, documented examples of judicial misconduct that strike at the heart of constitutional governance. A judiciary that is allowed to operate without accountability nullifies every statute this body enacts.

The most alarming fact is not that misconduct occurred—it is that it occurred openly, on the record, and without consequence. That is not an isolated failure; it is proof of systemic rot. Oversight mechanisms have failed. Judicial discipline has failed. Legislative oversight has failed. And the public is expected to pretend everything is functioning normally.

I therefore demand that the Legislature and the Judiciary Committee immediately halt business as usual and initiate a full investigation into how such misconduct was allowed to occur, who enabled it, and why existing oversight mechanisms failed. Until the integrity of the courts is restored, no new law deserves public trust.

A corrupted judiciary renders legislation meaningless. Fix the system first.

JUDICIAL MISCONDUCT COMPLAINT AGAINST JUSTICE DANIEL BILLINGS

Re: Pierce v. Rinaldi, Docket No. CV-2021-138 (Cumberland County Superior Court)

To: Maine Committee on Judicial Responsibility and Disability
PART I: INTRODUCTION

A. Purpose of Complaint

This complaint is submitted under the authority of the Maine Committee on Judicial Responsibility and Disability and demands a formal investigation and disciplinary action against

Justice Daniel Billings of the Maine Superior Court for his willful participation in — and

facilitation of — the most egregious abuse of the judicial process in Maine’s history. Justice Billings did not act out of confusion or error, but through calculated, knowing, and deceitful conduct that aided and abetted the corrupt schemes of Attorney James Monteleone of Bernstein Shur. His actions constituted a deliberate betrayal of judicial duty, obliterating the core principles of fairness, impartiality, and due process guaranteed

under the United States and Maine Constitutions.

Justice Billings’ misconduct represents not mere negligence but intentional judicial corruption. He knowingly disregarded binding law, permitted proven perjury to stand unchallenged, silenced legitimate motions, and weaponized his authority to protect unethical attorneys while punishing a self-represented litigant who had incontrovertible evidence of fraud.

As detailed below, Justice Billings’ actions far exceed the gravity of prior misconduct cases in which Maine judges have faced discipline or removal. His rulings and courtroom

behavior have gravely undermined public trust in the judiciary and inflicted profound and

irreparable harm on both the litigant and the integrity of Maine’s legal system.

B. Summary of Judicial Misconduct

Justice Billings’ Misconduct

- Deliberately sabotaged jurisdictional review by ignoring a valid Rule 12(b)(1) motion, fraudulently rebranding it as a Rule 12(b)(6) motion—despite his full knowledge of the critical legal distinction.
- Weaponized a baseless “Spickler motion”—a procedural bludgeon created solely to silence and intimidate the pro se defendant—with zero legal or factual foundation.
- Refused to recuse himself even after admitting prejudicial bias, a flagrant violation of Rule 2.11(A) that destroyed any pretense of impartiality.
- Sanctioned trial by ambush, allowing Plaintiffs to spring undisclosed evidence in open court, obliterating the Defendant’s constitutional right to due process.
- Displayed open hostility and bias through off-the-record remarks, interruptions, and condescension aimed squarely at the pro se litigant.
- Shielded perjury and fraud by ignoring post-trial evidence of false testimony, in direct violation of his duty under Rule 2.15.
- Protected criminal misconduct by entering judgment for admitted perjurers, refusing to reopen the case, and refusing to refer fraud to proper authorities.
- Knowingly lied about admissibility of recordings, falsely insisting they required plaintiff participation—contradicting well-settled law.
- Defamed the Defendant on record, accusing him of filing frivolous motions despite overwhelming factual and legal support.
- Actively crippled the defense, raising sua sponte objections, suppressing evidence, and coercing the pro se litigant not to present critical materials.
- Treated proven liars as credible witnesses, allowing false testimony to stand as fact while disregarding direct impeachment evidence.
- Colluded with Attorney Monteleone in perpetrating fraud on the court, betraying both his oath and the integrity of the judiciary.
- Entered judgment in defiance of the record, even after Plaintiff Drew Pierce admitted in open court that no evidence existed showing Defendant breached the contract.
- Relied on a witness who confessed under oath—Andy Lord, who admitted he personally caused the breach by deceiving both parties—and still ruled against the Defendant.
- Refused to rule on Rule 52(a) and 52(b) motions, suppressing overwhelming evidence proving Plaintiffs’ entire case was fabricated.
- Entered judgment despite total impeachment of Plaintiffs’ star witnesses, Drew Pierce and Andy Lord, whose testimony collapsed under cross-examination.
- Ignored a Renewed Motion for Judgment as a Matter of Law, even though it proved every Plaintiff claim was false and unsupported.
- Buried a Motion to Reconsider and a Rule 11 Motion, refusing to address jurisdictional defects or Plaintiffs’ fraudulent filings.
- Contradicted himself in hearings: claiming he could not consider evidence on a 12(b)(1) motion without trial, then granting Monteleone extraordinary relief without evidence at all.
- Stonewalled evidentiary challenges by refusing to hear or rule on two pending motions in limine, crippling the defense.
- Ignored five written requests for fraud hearings, despite clear documentary and testimonial proof of perjury and fabrication.
- Stripped the Defendant of a jury trial, forcing him into a bench trial before a hostile and biased judge.

- Stacked the deck through scheduling abuse, setting trial dates during Defendant's unavailability, leaving him sleep-deprived and unable to prepare.
 - Blocked witness testimony by denying adequate time for subpoenas and preparation.
 - Twice canceled trial proceedings midstream, creating chaos, cost, and prejudice solely against the defense.
 - Destroyed the Defendant's right to due process by refusing to hear multiple properly filed motions regarding fraud, perjury, and jurisdiction, leaving central issues unresolved.
 - Knowingly permitted perjured affidavits into the record, including realtor Andy Lord's and Drew Pierce's filings, despite documentary proof they were false.
 - Ignored the Defendant's repeated warnings that Plaintiffs had concealed material evidence (emails, text messages, updated spec sheets, appraisal documents), allowing trial to proceed on a knowingly corrupted record.
 - Sanctioned "trial by fiction," allowing Plaintiffs to rely on fabricated documents like the manipulated HUD/ALTA statements and the misrepresented Addendum 1, while blocking Defendant's evidence disproving them.
 - Erased the Defendant's objections from the record by either overruling them without explanation or simply talking over the pro se litigant until the objection was silenced.
 - Openly coached Plaintiffs' counsel during trial, filling in evidentiary gaps with his own commentary and supplying arguments Monteleone never made.
 - Forced the Defendant to litigate blind, refusing to compel Plaintiffs to produce attachments referenced in emails, then allowing Plaintiffs to ambush the Defendant with those very materials at trial.
 - Abused scheduling authority to exhaust the Defendant financially and physically, setting dates without input, canceling sessions without justification, and prolonging trial in a way that only benefitted the Plaintiffs.
 - Turned a blind eye to escrow fraud, ignoring sworn evidence that Lincoln Capital and Andy Lord illegally inflated escrow amounts by \$14,000 beyond what the appraiser required.
 - Deliberately misapplied Maine law, twisting contract principles to fit a narrative that benefitted Plaintiffs, while ignoring precedent that supported the Defendant.
 - Turned cross-examination into obstruction, cutting off the Defendant whenever impeachment evidence was about to be exposed, while giving Plaintiffs' counsel free rein to badger and mischaracterize.
 - Allowed Plaintiffs' "expert" testimony to stand without qualification, while holding the pro se Defendant to impossible evidentiary standards.
 - Engaged in intimidation tactics from the bench, repeatedly threatening sanctions against the Defendant for asserting his rights, while shielding Plaintiffs' misconduct from any consequence.
 - Created an appellate trap, refusing to rule on motions (Rule 52 findings, Rule 11 sanctions, fraud hearings) to deprive the Defendant of appealable orders.
 - Whitewashed the record for Plaintiffs, crediting their testimony even after it was proven false by documentary exhibits and text messages.
 - Ignored clear contract termination evidence, refusing to acknowledge Plaintiffs' anticipatory repudiation and Andy Lord's admitted deception as the true cause of the failed closing.
 - Acted as de facto co-counsel for the Plaintiffs, guiding strategy, raising objections they never made, and ensuring their fabricated claims survived scrutiny.
 - Destroyed public trust in the judiciary, not just through bias, but by becoming an active participant in a fraud on the court.
- The cumulative effect of these acts denied the appearance and reality of impartial

adjudication

and reflected a judge more concerned with aiding in fraudulent conduct than with justice.

B. Motion and Hearing Summary – Justice Billings

1.25.2024 Defendant Letter to Court Regarding Justice O’Neil’s Recusal Order Billings

1.29.2024 Defendant Motion to Dismiss 12(b)1 Billings

1.29.2024 Defendant 3rd Interlocutory Appeal. Horton

2.2.2024 Plaintiff Letter to Court Spickler Order Billings

2.9.2024 Defendant Letter to Court Frivolous Spickler Motion Billings

2.9.2024 Defendant Motion for Rule 11 Sanctions Billings

2.20.2024 Plaintiff 9th Motion to Enlarge Billings

2.22.2024, Defendant Emergency Request for Non Testimonial Hearing Billings

2.22.2024 Defendant Defendant’s Opposition to Plt’s 9th Motion to Enlarge

3.11.2024 Plaintiff Reply Brief Billings

3.21.2024 HEARING Motion to Dismiss 12(b)1, Sanctions, Spickler Billings

5.9.2024 Plaintiff Motion for Spickler Order Billings

5.30.2024 Defendant Opposition to Plaintiffs Spickler Order Billing

6.10.2024 Defendant Motion to Recuse Billings

6.10.2024 Defendant Request Non testimonial Hearing Billings

6.10.2024 Defendant 2nd Writ of Mandamus - Subject Matter Jurisdiction Douglas

6.11.2024 TRIAL 6.11.24, 7.22.24 – 7.26.24 Billings

10.15.2024 Defendant Letter to Court Drew Perjury Billings

10.15.2024 Defendant Motion for Finding Fact 52(a) Billings

10.28.2024 Judges Trial Order and Findings of Fact Billings

11.4.2024 Defendant Motion for Finding Fact 52(b) Billings

11.4.2024 Defendant 2nd Letter to Court Drew Perjury Billings

11.12.2024 Plaintiff Motion for Amend Trial Order Billings

11.12.2024 Defendant Motion for New Trial Billings

11.12.2024 Defendant Renewed Motion Judgement Matter of Law Billings

11.12.2024 Defendant Motion to Reconsider Rule 12(b)1 and Rule 11 Billings

11.25.2024 Plaintiff Opposition to Defendants 52(b) Billings

12.10.2024 Defendant 3rd Letter to Court Drew Perjury Billings

5.19.2025 Judges Amended Trial Order and Findings of Fact Billings

PART II: JUDICIAL MISCONDUCT

COMPLAINT AGAINST JUSTICE DANIEL

BILLINGS

Anthony Michael Rinaldi, the self-represented defendant in Pierce v. Rinaldi, Docket No. CV-

2021-138 (Me. Super. Ct., Cumberland Cty.), hereby submits this Complaint seeking a formal

investigation and discipline of Maine Superior Court Justice Daniel Billings. This complaint is

filed pursuant to the authority of the Maine Committee on Judicial Responsibility and Disability

and details a pattern of egregious judicial misconduct by Justice Billings in the Pierce v. Rinaldi

case. As described below, Justice Billings actively aided and abetted Attorney James Monteleone in what has become the worst abuse of the legal system in Maine’s history . Far

from an isolated lapse or mere confusion, Justice Billings’s actions were knowing, intentional,

and deceptive, undermining the integrity of the judiciary and damaging public confidence . His

conduct is far more egregious than prior instances of judicial misconduct that have warranted discipline in this state .

In Pierce v. Rinaldi, plaintiffs Drew Pierce and Janice Lariviere sued Mr. Rinaldi (a home

builder) over a failed real estate transaction. The case dragged on for over four years and was marked by shifting stories, undisclosed evidence, and demonstrable falsehoods by the plaintiffs. Mr. Rinaldi repeatedly raised legitimate defenses – including lack of jurisdiction (standing), fraud on the court, and other affirmative defenses – and filed motions to expose the plaintiffs’ misrepresentations. Rather than ensuring a fair process, Justice Billings consistently thwarted Mr. Rinaldi’s ability to defend himself, displaying overt bias in favor of the plaintiffs and their counsel. He ignored clear evidence that the case was built on falsehoods and deprived the pro se defendant of a fair trial and basic due process. By the time Justice Billings took over the case in early 2024 (after the prior judge recused), the record already contained serious red flags: the plaintiffs had provided no concrete evidence of breach or damages, had been caught in multiple lies, and had even changed their factual story mid-case. (See Motion for Summary Judgement, Rule 11 Sanctions and Recuse) Nonetheless, Justice Billings proceeded to enable a one-sided and abusive litigation process. He refused to consider Mr. Rinaldi’s jurisdictional challenge, entertained a baseless motion to gag Mr. Rinaldi’s filings, made prejudicial statements, refused to recuse himself, and ultimately presided over a bench trial rife with procedural irregularities. At trial, he allowed the plaintiffs to introduce surprise evidence never disclosed in discovery and openly pressured Mr. Rinaldi (who was unrepresented) not to present critical evidence. The trial concluded with Justice Billings entering judgment for the plaintiffs despite the fact that their case had been thoroughly debunked by the evidence. Post-trial, when Mr. Rinaldi uncovered incontrovertible proof of perjury by the plaintiffs, Billings willfully ignored this evidence and refused to take any corrective action, even as the fraud on the court became apparent. This Complaint lays out the full procedural history of the case and details Justice Billings’s misconduct at each stage – pretrial, trial, and post-trial. It cites specific examples from the court record of *Pierce v. Rinaldi*, including motions, hearing transcripts, and orders, demonstrating how Justice Billings violated multiple Canons of the Maine Code of Judicial Conduct and fundamental due process rights. His actions show a consistent pattern of bias, hostility toward the pro se defendant, and disregard for law and truth. In short, Justice Billings’s conduct in this case betrayed his oath and the principles of impartial justice. The Maine Code of Judicial Conduct requires judges to uphold the law impartially, to recuse in cases of bias, to ensure all parties (including self-represented litigants) have the right to be heard, and to take appropriate action when confronted with lawyer or litigant misconduct. Justice Billings failed each of these duties.

Mr. Rinaldi respectfully requests that the Committee investigate these allegations thoroughly.

Given the severity of the misconduct and its corrosive effect on the justice system, the Committee should impose appropriate discipline – up to and including removal from the

bench. Additionally, because the facts suggest possible criminal conduct (perjury and fraud

on the court) that Justice Billings chose to ignore, the Committee is asked to refer this matter to the appropriate prosecutorial authorities for further investigation and action.

II. Summary of Judicial Misconduct

Justice Billings's misconduct in *Pierce v. Rinaldi* spans the pretrial, trial, and post-trial phases.

The following is a summary of the specific unethical and biased actions taken by Justice Billings,

each of which will be detailed further in this complaint:

- **Ignoring Jurisdictional Challenge:** Deliberately ignored a valid and timely Rule 12(b)(1) motion challenging the court's subject-matter jurisdiction, falsely recasting it as a Rule 12(b)(6) motion to dismiss for failure to state a claim – even though he knows the legal distinction and significance of a jurisdictional challenge. By doing so, he evaded addressing the plaintiffs' lack of standing and allowed a case with no actual controversy to proceed improperly.
- **Weaponizing a Baseless "Spickler" Injunction:** Endorsed and weaponized a baseless request for a so-called "Spickler order" (an injunction against allegedly frivolous filings) that Attorney Monteleone sought solely to silence and intimidate the pro se defendant.

Justice Billings granted the plaintiffs leave to pursue this extreme remedy with no legal or

factual justification – even though Maine law requires a detailed showing of a pattern of

frivolous litigation before restricting a litigant's access to the courts. This Spickler motion had no evidentiary support and served only to delay and distract from the merits

of the case.

- **Refusal to Recuse Despite Admitted Bias:** Refused to recuse himself after openly admitting to making prejudicial comments about Mr. Rinaldi, in blatant violation of Maine Code of Judicial Conduct Rule 2.11(A) which mandates recusal when a judge's

impartiality might reasonably be questioned. Justice Billings's failure to step aside despite acknowledging bias obliterated any appearance of impartiality and gave the clear

impression that he had prejudged Mr. Rinaldi unfairly.

- **Allowing Trial by Ambush – Undisclosed Evidence:** Allowed the plaintiffs to ambush

Mr. Rinaldi at trial with evidence never disclosed during discovery, thereby gutting the

defendant's constitutional right to a fair trial and to due process. Despite the defense's

pending motions in limine seeking to exclude such undisclosed or fabricated evidence,

Justice Billings willfully ignored those motions and permitted the plaintiffs to introduce

materials and testimony that Mr. Rinaldi had no notice of, in direct contravention of basic

trial fairness.

- **Bias and Hostility Toward Pro Se Defendant:** Repeatedly displayed open hostility, bias, and impatience toward Mr. Rinaldi throughout the proceedings. On multiple occasions, Justice Billings made snide or derogatory off-the-record remarks and

showed visible irritation with Mr. Rinaldi . He failed to treat the pro se litigant with the patience and dignity that judicial ethics require, instead adopting an adversarial posture that emboldened the plaintiffs and their counsel.

- **Enabling Abusive Litigation Tactics:** Consistently enabled and legitimized the plaintiffs' abusive litigation tactics while penalizing the defendant's legitimate filings. Justice Billings falsely accused Mr. Rinaldi of filing frivolous motions, despite substantial evidence and legal basis supporting the defense motions . Conversely, he overlooked the plaintiffs' repeated procedural abuses (such as serial motions to enlarge

time and a litany of meritless filings by Attorney Monteleone) and even joined in these

tactics by raising objections on plaintiffs' behalf sua sponte to hinder Mr. Rinaldi's case . This one-sided treatment severely crippled the defense's ability to present its case.

- **Misrepresentation of Law to Defendant:** Knowingly misled Mr. Rinaldi regarding the admissibility of evidence. For example, Justice Billings falsely told the defendant that audio recordings would be admissible only if the plaintiff or his agent was a party to the recording – a blatant misstatement of law with no basis in the rules of evidence. This misinformation appears calculated to discourage Mr. Rinaldi from introducing lawfully obtained recordings that would have impeached the plaintiffs' testimony. By lying about the law, Justice Billings obstructed Mr. Rinaldi's presentation of crucial evidence.

- **Permitting Perjured Testimony as "Fact":** Allowed a key witness – the plaintiffs' real

estate agent, Andy Lord – to testify despite clear indications that this witness had lied under oath in pretrial proceedings. Justice Billings then treated the witness's false testimony as fact, ignoring irrefutable evidence that impeached Lord's credibility . Even after Lord was caught in contradictions and admitted to behavior that amounted to

deceiving both parties, Justice Billings refused to strike or discount the testimony. Instead, he adopted the perjurious narrative in his findings, effectively rewarding perjury.

- **Collusion in Fraud on the Court:** Actively facilitated what can only be described as a fraud on the court, in concert with Attorney Monteleone. The overall conduct of the trial – from suppressing the defense's evidence to crediting known falsehoods – suggests that Justice Billings was not a neutral arbiter, but rather an adjunct of the plaintiffs' strategy . He repeatedly sided with Attorney Monteleone on critical rulings without basis in fact or law, helping to orchestrate a fraudulent success for the plaintiffs. This collusive behavior betrayed his oath and the integrity of the judiciary.

- **Improper Judgment Contrary to Evidence:** Issued a judgment for the plaintiffs that flies in the face of the evidence and admissions on the record. In fact, plaintiff Drew Pierce himself admitted in open court that he had no evidence that Mr. Rinaldi breached

the contract, yet Justice Billings ruled as if a breach were proven . Likewise, the plaintiffs' "star witness" Andy Lord admitted under oath that his own actions directly caused the failure of the real estate closing – i.e., Lord deliberately deceived both the plaintiff and defendant, which prevented the sale from consummating . These admissions negate the plaintiffs' claims entirely, but Justice Billings ignored them, ruling in the plaintiffs' favor with no factual support.

- **Refusal to Acknowledge or Remedy Perjury:** After trial, Mr. Rinaldi uncovered concrete evidence that the plaintiffs had committed perjury. For instance, it was discovered that plaintiff Pierce had in fact purchased a similar home in 2023 (contrary to

his sworn trial testimony that he never bought another home) and even stood to profit greatly from selling that property . This fact undercut the plaintiffs' entire damage claim. Mr. Rinaldi promptly alerted the court and submitted evidence of this perjury, as well as five letters imploring the judge to address the fraud. Justice

Billings willfully ignored the post-trial evidence of perjury, in violation of his duty under Code of Judicial Conduct Rule 2.15 to take appropriate action on lawyer or litigant misconduct. He refused to reopen the case or refer the matter for investigation, effectively shielding the perjurers and allowing a fraud on the court to stand.

- Failure to Correct Judgment and Findings: Mr. Rinaldi filed proper post-trial motions – including a Motion for Findings of Fact under Rule 52(a), a Motion to Amend Findings under Rule 52(b), a Renewed Motion for Judgment as a Matter of Law (Rule 50(b)), a Motion for New Trial (Rule 59), and a Motion to Reconsider the denial of the 12(b)(1)

dismissal and for Rule 11 sanctions. All of these motions were supported by overwhelming evidence that the plaintiffs' case was built on lies and that the court lacked

jurisdiction from the start. Justice Billings refused to rule on or meaningfully address these motions. He ignored the defendant's Rule 52 motions entirely for many months,

and never responded at all to the Rule 50(b) JMOL renewal or the Rule 11 sanctions motion. By doing so, he left uncorrected a trial judgment that was predicated on demonstrably false factual findings and an illegitimate legal theory. Every material fact

that Justice Billings adopted from the plaintiffs was contradicted by the documentary evidence, yet he obstinately refused to amend his findings. This abdication of judicial responsibility cemented the injustice and denied Mr. Rinaldi any post-trial relief.

- Denial of Jury Trial Right: Deprived Mr. Rinaldi of his constitutional right to a jury trial. Despite a timely jury trial demand, Justice Billings contrived to force a bench trial

before himself, stripping the defendant of a fundamental safeguard. By insisting on a bench trial in the face of a clear bias, Justice Billings ensured that he alone would be the

finder of fact – effectively making himself the arbiter of a case in which he had shown partiality. This not only violated Maine Rule of Civil Procedure 38 (jury trial rights) but

also the spirit of due process by denying an impartial tribunal.

- Unfair Trial Scheduling and Treatment: Manipulated the trial schedule in a manner that prejudiced the pro se defendant. Justice Billings set trial dates when Mr. Rinaldi was

unavailable or had unavoidable work obligations, then refused to accommodate scheduling adjustments. As a result, Mr. Rinaldi was forced to work during portions of

the trial and was left exhausted, unprepared, and sleep-deprived while trying to defend

his case. Furthermore, the judge denied Mr. Rinaldi adequate time to secure and subpoena key witnesses essential to his defense. This rushed and inflexible scheduling

impeded the defendant's ability to present a full defense.

- Erratic and Prejudicial Trial Management: Demonstrated erratic trial management that harmed the defense. On two occasions, Justice Billings abruptly canceled or adjourned the trial after it had begun, without justification. After the first day of trial (June 11, 2024), he inexplicably postponed the remainder of the trial for over a month,

then later interrupted the proceedings yet again. These sudden cancellations and delays

caused confusion, increased expense, and severe prejudice to Mr. Rinaldi, who had to re-

prepare and could not maintain the continuity of witness testimony and trial presentation.

The cumulative effect was chaos that only benefited the plaintiffs (who had far greater resources and counsel) while further disadvantaging the self-represented defendant . In summary, Justice Billings's conduct throughout this case denied both the appearance and the reality of impartial justice . Instead of acting as a neutral arbiter, he consistently behaved as an advocate for the plaintiffs and an antagonist toward the defendant. He ignored law and evidence, violated ethical duties, and enabled a fraudulent claim to prevail. Such conduct, detailed further below, warrants the most serious response from the Committee to protect the integrity of Maine's judicial system.

III. Pretrial Phase Misconduct

A. Disregard of the Rule 12(b)(1) Jurisdictional Challenge

One of the earliest and most fundamental errors by Justice Billings was his willful refusal to address the defendant's challenge to subject-matter jurisdiction. On January 29, 2024, immediately after Justice Billings took over the case, Mr. Rinaldi (pro se) filed a Motion to Dismiss under M.R. Civ. P. 12(b)(1) for lack of subject-matter jurisdiction (standing) . In this motion, Mr. Rinaldi argued that the plaintiffs lacked standing because their claimed damages were speculative, hypothetical, or self-inflicted – for example, the plaintiffs had not actually suffered any financial injury since they never purchased a substitute property, and any alleged increased housing costs were never realized . He detailed how the plaintiffs' breach-of-contract claim was built on false premises (such as a misrepresentation that an appraiser required an unreasonably large escrow) and that, in fact, it was the plaintiffs who anticipatorily repudiated the contract, not the defendant . In short, the motion demonstrated that the plaintiffs had no actual injury and thus the court lacked jurisdiction to even hear the case. Justice Billings's response was to evade and mischaracterize this motion. Rather than treating it as a 12(b)(1) jurisdictional challenge – which the court is obligated to resolve before proceeding to the merits – he recast it as a Rule 12(b)(6) motion (failure to state a claim) and summarily brushed it aside . This was not a matter of ignorance: as an experienced jurist, Justice Billings knows the critical legal distinction between a jurisdictional challenge and a merits challenge. A 12(b)(1) motion allows (indeed, requires) the court to consider evidence beyond the pleadings to determine if it has power to hear the case, whereas a 12(b)(6) motion confines the court to the pleadings. By mislabeling the defendant's motion, Justice Billings avoided looking at the substantial evidence Mr. Rinaldi presented (affidavits, documents, etc.) proving the absence of standing . He effectively ensured the motion's denial without proper consideration, allowing a case with no jurisdictional basis to continue in violation of law.

At the motion hearing on March 21, 2024, Justice Billings's handling of the issue was openly contradictory and revealed his bias. When Mr. Rinaldi pressed the jurisdictional issue and pointed to evidence (including sworn affidavits) supporting his motion, Justice Billings stated on the record that he "could not look at" the defendant's 12(b)(1) motion without evidence, but that the only way he could consider evidence was to conduct a full trial. This stance is legally untenable: Maine law is clear that a court faced with a jurisdictional challenge must determine its jurisdiction, even if that requires receiving evidence or holding a preliminary evidentiary hearing (and certainly without forcing a full trial on the merits before deciding jurisdiction). By claiming he couldn't rule on jurisdiction until after a trial, Justice Billings stood logic on its head – essentially saying the court would conduct a trial in a case that might not even belong in court, and only afterward decide if it had jurisdiction. This approach flouts basic jurisdictional jurisprudence and violated Rule 12(b)(1)'s purpose. It demonstrates a willful disregard of explicit requirements of the law, which itself is a violation of Code of Judicial Conduct Rule 2.2's command that a judge uphold the law and not repeatedly ignore clear legal requirements.

Justice Billings's mishandling of the 12(b)(1) motion appears driven by a desire to keep the case alive for the plaintiffs at all costs. Indeed, rather than scrutinize the plaintiffs' standing, Justice Billings openly sympathized with the plaintiffs' desire to reach trial. This prejudgment of the outcome – favoring letting the case proceed despite jurisdictional defects – denied Mr. Rinaldi the impartial adjudication to which he was entitled. By refusing to dismiss or even properly address a lawsuit that lacked jurisdiction, Justice Billings violated the defendant's due process rights (since being subjected to a trial and judgment without jurisdiction is a quintessential due process violation) and breached Canon 3 of the Judicial Conduct code (a judge must diligently decide matters that are properly before him, and conversely, must dismiss matters that are not). His actions also contravened Maine law on standing and jurisdiction,

effectively nullifying the justiciability requirements in order to favor the plaintiffs. WORST STILL JUSTICE BILLINGS JUSTIFICATION FOR DENYING THE DEFENDANTS 12(b)1 MOTION WAS THAT HE NEEDED TO HOLD A TRIAL IN

ORDER TO HEAR ALL THE EVIDENCE BUT AT TRIAL BILLINGS ACTIVELY

SUPPRESSED MOST OF THE DEFENDANTS EVIDENCE. AND EVEN WORST STILL IS THE FACT THAT THE DEFENDANTS MOTION WAS UNOPPOSED BY

THE PLAINTIFFS WHICH SHOULD HAVE ENDED THE CASE BY DEFAULT During the 3.21.24 12(b)1 Hearing the following exchanges occurred:

Justice Daniel Billings

Mr. Rinaldi, can you address your motion to dismiss...my take on that motion, and I'm

just let you know my initial reaction, so you can address it is you're effectively arguing

facts, and that's what trials are about. And they're not for a motion to dismiss. I mean motions to dismiss test the legal sufficiency of the complaint. So the plaintiff says A B and

C, and the motion to dismiss is, even if a b and c are true, there would be no legal claim

here...well, first you argue this jurisdictional issue, but there's no question that they argue that the claimed events occurred in the state of Maine, correct.

Defendant Rinaldi

That's correct.

Justice Daniel Billings

So why wouldn't a Maine court have jurisdiction?

Defendant Rinaldi 4:39

Because there's no injury, that's concrete or particular injury, it's all hypothetical.

Justice Daniel Billings 4:44

Well, well, the plaintiffs say otherwise. So that's a dispute of fact.

Defendant Rinaldi 4:51

Well, they're they even state hypothetically, if they purchase another house... So their allegations are, they're stating these are hypothetical injuries as stated,

Justice Daniel Billings 5:10

but you also argue that there's no jurisdiction to the court because of the plaintiffs are out of state. Litigants. Correct.

Defendant Rinaldi 5:15

No.... if you look at my arguments, it has nothing to do with out of state. I just wanted to

point out that, you know, and Maine tends to protect their citizens from attacks from out

of state litigants. In this case, a frivolous lawsuit from out of state litigant. I just want to

point out that I'm a Maine resident, lifelong resident. I'm a coach. I'm, you know, a good

contractor. And you know, this lawsuit should never been filed, and, you know, in it was

filed by out of state litigant in, you know, without any basis in reality of fact. So I just want to point that out, it wasn't an argument.

Justice Daniel Billings 5:56

Well frankly, it's an inappropriate argument, because I it doesn't make any difference if

the, if the it doesn't make any difference where the the the plaintiffs may live..., on the

motion for sanctions, you're basically asking me to decide on motion without a trial and

without any evidence without the court hearing any evidence that I mean basically that

not only the plaintiff's claims are the claim the plaintiff can't prove their claims, but that

they're completely frivolous and made up. How could the court make such a finding without hearing evidence first?

Defendant Rinaldi 7:15

I am that's Well, that's what I was hoping this hearing and that motion was for for them

to address it. I mean, when we went for summary judgment, they failed to prove prima

facia. We had a hearing. I pointed that out, and then I even after, when I got the ruling, I

then filed a pretrial motion pointing out that they still failed the proof prima facia.

And

Justice O'Neill said, well, they get to prove it during trial, which isn't your standard. I mean, prima facie is really the basic it's been three years, and they don't have any evidence and have any witnesses. And so I understand that's a big ask. I understand you

just entered this, and it's a lot for you to process, considering if this is going on,

Justice Daniel Billings 7:50

That's not even that I would have to be make, have to make factual findings. I can only make factual findings based upon evidence. Basically, your motion is asking for trial. Before the trial, why wouldn't we just have the trial? If it turns out the plaintiffs have no evidence to support their clients, the court can deal with that. But for me to find you know this conspiracy and frivolous, I mean, I have to hear evidence. Those are claims that have to be supported by by facts. The court would have to find facts before being able to make to take that action. So why wouldn't we just have a trial?

Defendant Rinaldi 8:35

So I've look at countless motions to dismiss as well as motion percentage. I mean, I read a crazy amount because my biggest fear was to file something that wasn't proper. Everything I've filed has been proper, supported by evidence, and I made sure not to file anything.

Justice Daniel Billings 8:52

Here's your thing, you know, I understand you use terms like supported by evidence. So for I mean, you know, evidence is not just your argument you understand, right?

Defendant Rinaldi 9:06

So when I filed it, I basically use other other ones as a template, and I presented all the evidence. I presented everything I needed to show you that this what, in fact, true. There's all the supporting evidence, there's all the case law. I mean, it is clear as day, and at the very least he should have to respond to it, considering, you know, he didn't meet any of the the you know, requirements for standing, and the court has very limited resources. Why should we have a trial if they can't prove standing

Justice Daniel Billings 9:43

Well one could suggest that your motions have taken up more time in judicial resources than a trial would take up. So it's hard to take your concerns about judicial resources seriously. I mean, in your. Own motion. You listed the multiple multitude of motions you have filed, I would suggest you that that is fairly unusual for litigation.

Defendant Rinaldi

so I agree this is fairly unusual. This is the worst abuse legal system in history, this lawsuit should never been filed. Should have been denied when filed, when we went to the motion dissolve hearing my lawyer at the time, they showed up with all this new evidence and a whole new story. And my lawyer pointed out to the judge, like, how am I supposed to respond to this? I've never seen this evidence. And he didn't respond to my lawyer, they ruled based on that new evidence. So I did file a lot of motions, but if you look at each one individually, not one of them was filed improperly, not one of them was every one. It should never have gotten this far. So like it just stinks it's used against me when the whole time, all I've been asking for is just for this to be judged on its merits, for me to have these pre trial. You know, these motions available to me, I should be able to file something and it taken serious. And you know, at no point has justice. O'Neill said that my motions were frivolous or anything like that. So when I

filed them, they just get denied without any explanation. And yes, I filed a lot of motions, but if you look at each one, everyone was filed properly and for good cause. I'm not trying to waste the court's time. I'm trying to bring to the Court's attention that this is wrong on so many levels. There's so many bad contractors out there. I'm not one

of them. I should this should never happen. This should never been filed, and I should never have had to wait three years to to be able to, you know, present anything to the court.

Justice Daniel Billings 11:38

Okay? Thank you. So Mr. Monteleone, I understand that your request was for the court to

hold off on deciding these motions before or to deal with the spickler issue first, but I think it's difficult for me to do that without some consideration of the of the recent motion. So anyways, just before we move on to this particular order request and gag order request, to the extent you can give you an opportunity to respond to what I've heard

about the motion to dismiss a motion for sanctions.

Attorney Monteleone 12:21

Thank you. Your honor. And echo the motion to dismiss, although it is, it's characterized

as a subject matter jurisdictional issue, and in fact, turns on the question of contract damages. Contract damages are, are a matter of fact if the if a party's failure to perform

on a contract gave rise to a hypothetical injury, a non particular, particularized injury that's not subject to standing then enforcing any contract obligation would be impossible.

Ultimately, it's the Court's interpretation of the facts of the party's continent and the facts

of what the actual values of the contract were in order to determine what the damages are. Those are all on the table. In fact, in this case, defendant's prior counsel had been stipulated to the amount of damages from for what this what this property was worth at

the time of the breach. So that's that's already in the record and having been established

to now come back three years later and say, Oh, it's hypothetical. Not only is reversing

the stipulations that are on the record this case but also are wholly out of line with something that undercuts the core subject matter jurisdiction. And for that reason, there's

no basis for dismissal on this motion.

Justice Daniel Billings 13:47

And obviously the sanctions motion goes directly at, you know, allegations of your conduct, and I I don't expect you to try to defend yourself here today, and don't really want to go into the merits, too much. But assuming you agree with me that for the court to decide that motion, the court would have to hear evidence, which, frankly, would probably be much of the evidence that would be necessary at trial.

Attorney Monteleone 14:21

That's That's absolutely correct, your honor the the allegations throughout the motion for

sanctions are that I personally acted frivolously to bring a bogus claim, knowing that it's

bogus, and went out of my way to direct it at basically to to cause harm to Mr. Rinaldi at

trial, the facts will be clear in terms of the obligations of the contract, the understanding

of the parties, and which of those parties breached that obligation. What's clear, what will be clear upon review of the evidence at trial, is that there is nothing. That is, that is

frivolous about this whatsoever. This is, this isn't anywhere in the ballpark of a rule
11

type of issue, yet, the ability for Mr. Rinaldi to file these kind of 2020, page motions, attacking me personally, which then get forwarded on to the board of bar overseas, to the

governor's office, to essentially anyone who Mr. Rinaldi can find and say, look, it's on paper. There's this motion that that this is all true. Take my word for it. I mean, not only

is it, is it unavailable for the court to act upon until the Court to hear the evidence, but also allowing these motions to proceed, rather than just letting us go to trial and demonstrate the facts that are at issue here, allows this to perpetuate into something else

entirely, while Mr. Rinaldi is taking advantage of really a public forum to to attack me personally, which is frustrating.

Justice Daniel Billings 15:59

Okay, Mr. Rinaldi, and just regards to these two motions.

Defendant Rinaldi 16:06

So I've read, I mean, spent several 1000 hours studying the law and making sure I'm doing things right. And one thing that's very clear is, when you file a civil lawsuit, the court just just doesn't grant a trial. I mean, there's all these proceedings procedures to go

through to make sure a trial is warranted. He doesn't have any witnesses. He doesn't have any evidence in a recent deposition when I propose

Justice Daniel Billings 16:29

so what you just said? Yeah, I've been a judge about 12 years, and almost every civil case

is resolved without the court doing any such thing. And there are a there, there can be, you know, summary judgment motion to dismiss. But the number of cases that are resolved in that way, at least in Maine state court, are a small percentage of the small percentage of the cases. And I think this may be example of a little knowledge being dangerous. If you read the case law, you know the case law tends to be matters that were

appealed, matters that were resolved on legal on a legal basis. So if you were to read those appellate decisions, frankly, if you read appellate decisions at all, you can get a twisted view of what actually goes on in court, because most matters are resolved, particularly civil matters, criminal matters, too, are resolved on the facts. The party that

has the burden of proof can either prove their case or not, and that's what resolves the resolve the cases. If you spend a lot of time reading appellate decisions, again, it can give

you a twisted view about how most cases are resolved. And one of my former legal partners, one of his standard comments and opening statement was, when somebody files

a lawsuit, there's no there's no line down at the clerk's office for good lawsuits and bad

lawsuits. And nobody, you know, nobody, looks at the filing and says, oh, sorry, this doesn't pass muster. Those decisions are ultimately made by the fact finder being be that

the judge or jury. Now, there are exceptions to that, obviously, motions for subdi judgment and so forth, but you've had that opportunity and those motions were denied.

Defendant Rinaldi 18:40

so I've used my first amendment right. I didn't bring any of that into the court. I didn't try

to sway the court with it. I just want to be heard. Yes, I filed a summary judgment, but it

was denied without any explanation. Um, the judge even acknowledged they failed to prove prima facie. I mean, it's been three years they have failed to present any

evidence

at all, like no witnesses. I don't understand how. I just don't get how, like, I'm filing these motions, exactly has the law states, and at the very least you should have to respond to them. The very least you think you responded to show. Yes, there is actually

evidence. There is actually a case here. There are actual damages. I mean, at the very least that's I feel like it's I should I deserve that?

Justice Daniel Billings 19:38

Okay, thank you. So Mr. Montelione, I'll hear from you in regards to your letter concerning a request for a spicker order and gag order.

Attorney Monteleone 19:51

Thank you. Your honor. You know, as the Court referenced earlier, Mr. Rinaldi's motion for sanctions on page eight, I. A snapshot of the motions that have been presented to this court and the court's action, and they are some some fairly wild things

that have consumed consumed the court's time, such as the defendant's motion to amend plaintiff's complaint, such as there's been two motions for contempt, one motion for sanctions, all that are that are targeting personal conduct that is really centering on just the litigation of the map, advocacy On behalf of a client. What's most

concerning is even hearing Mr. Rinaldi's words here today. What he what Mr. Rinaldi apparently seeks, is compelling me, as counsel for plaintiff to do more work and give him more information in advance of trial, rather than just allow this to go to trial.

We've seen that these motions, the pending motions, have been the basis pointed to as I

need more time on the trial calendar, motion for enlargement of time to reschedule the trial, because all the pending motions have haven't been resolved. We've had on the eve

of trial, or just before trial in january 2020, 23 there's an interlocutory motion, and everything gets gets silent. Plaintiffs have been pushing forward for three years, trying

to get this simple contract action resolved. We're eager to have trial date and very concerned about Mr. Rinaldi's demonstrated ability to file interrogatory appeal number

four, or some other matter.

Justice Daniel Billings 21:50

So on that point, do does the superior court have the authority to bar someone from filing

an interlocutory appeal?

Attorney Monteleone 21:59

Yes, absolutely, Your Honor. And I think what, what is the case law demonstrates, just

like the the Superior Court has authority to bar someone from filing a new action in a different court. And it's not an over it's not an overly burdensome restriction, because it's not a complete bar. It's it simply provides that to file anything, it needs to either be signed by an attorney or be receive leave from the court to file, in the effort to try and expedite process, the process to allow appropriate motions such as motions in limit neutral procedure, motions to be heard as part of the process, while avoiding these extraneous motions that cause delay. And what this case has experienced is undue delay. Frankly, I don't understand, I don't understand why. Because I hear, on one hand, this would all be saying that this has been gone into three years. I want to vindicate my rights, but on the other hand, insisting that some due process hook is going to must be titled, afford it to them before it, before it goes on. And I'm afraid that

this could just perpetuate indefinitely, as the list of motions shown here. So demonstrate, with that in mind, the line is spickler case law, as then also enunciated in the St Clair case and traits that the court has authority to impose this reasonable restriction where a party has has where there's a detailed showing of of a pattern of

abusive and frivolous violence, what we see here is exactly that. And in order to expedite this, this process, that's that is not an unreasonable imposition on Mr. Rinaldi to allow this there to come to an end through the fact

Justice Daniel Billings 24:06

what about the suggestion of a gag order? The I court can certainly understand why you and your clients may be unhappy about claims that have been made by Mr. Rinaldi

suggest there may be, you know, remedies for that to the extent it is actually defamatory. But usually, when there is a gag order involved, it is concerned. There was

a concern about, you know, influencing a jury and those kind of things. And leave I have ever entered a gag order, but I was the judge on case that I took over where there had been a gag order entered previously that continued once I was presiding. And again, the concerns there, it's a criminal matter where there were significant concerns about pretrial publicity. We. Why would gag order be appropriate in a case where the matter is ultimately going to be decided by the court?

Attorney Monteleone 25:11

This case is unique, as demonstrated by Justice O'Neill's order of repeal, in which justice O'Neill acknowledges that Justice O'Neill has never before allowed a litigants conduct to affect his the court's handling of of a matter. In this case, representations made by by Mr. Rinaldi in a public forum repeatedly characterizing the court as as lying, characterizing that the court system is as fraudulent, casting this version upon this proper judicial process undercuts the administration of justice. Now indeed, this is

a bench problem. The standard that is that's often applied about influencing a jury pool are are not at issue. However, this also is not a anticipatory restriction, merely. It's

a restriction. What's being requested is a restriction that's focusing on behavior that has already happened, in other words, addressing the comments that Mr. Rinaldi has posted online in the past that's available today to see and review and prevent those from continuing as the court attempts to administrate this matter. The concern being is that court staff, on one occasion, because of Mr. Rinaldi comments and handling of public communications, have felt the need to step back and have nothing to do with this case. Now, Mike, the concern that's being expressed is that if that continues, that can happen again where we have another round of court staff that feels uncomfortable or threatened by Mr. Rinaldi and can't pursue the case, and then we go back to the waiting list, and being three years in, our focus is the risks of continuing the way, and I

think that that's a core issue that makes this distinguishable from merely influencing majority.

Justice Daniel Billings 27:33

Okay, thank you. Mr. Rinaldi gives you an opportunity to be heard on the request to allow the plaintiffs to file a motion for Stickler order and or a gag order

Defendant Rinaldi 27:45

I didn't see today going this way. And I mean, I mean, honestly, it just had a loss of words. I mean, once again, just dancing around the issue. He if my motions are frivolous, why did it take him three years to call them frivolous? Why wouldn't he call

them frivolous So I justice O'Neill made that statement. I don't agree with that statement. A court staff found this website. I never brought the website to the Court's attention. I'm exercising my first amendment right exactly how the founders of the Constitution intended the founders of the Constitution would be proud that I'm standing up for my rights, and proud that I'm saying this is wrong because it is wrong. What he's doing is wrong. He knows better. He still doesn't present any evidence. He just says that my actions are bad, but he doesn't say how. He doesn't say anything I've done wrong. I've acted professional. I've literally studied the law. I've tried to do everything by the book. my intentions have only been good, and if you go on my website, it's just stating the facts, the same facts that are in the record. So he stands up

and says, I'm delaying, and I don't want to this whole entire time when I took over and I tried to get a hold of that like my lawyer, I couldn't afford my lawyer anymore. January 28 is when discovery ended. In July is when my lawyer removed himself, and I'm emailing them, emailing them, and then I'm responding, what is going on. He waits to the day the discovery ended, and then writes the court and says that that I can't, you can't get a hold of me, when the opposite was true. They literally delayed for

six months and then told the court that they can't get a hold of me, which was with was

a lie, and so I call him out and, he immediately removes it, and then he's filed nine motions to enlarge, and I'm not scared to go to trial. I keep asking to get in front of the court to discuss this fraud, to discuss their actions, to discuss the evidence, and I've been denied every turn. So they're the ones who, when I email them and present them with additional evidence over and over again that refused to address it. When I have a discovery meeting with him, he refuses to. He just says I mischaracterized. I don't agree with the characterization. I don't agree with the characterization. Never I am literally this the date that closing fell through. I stated four times I have the legal right to walk. I mean, I stated over and over. Were over again, so there was no question, so nobody could say you breached. I mean, I went over the top because I just had this bad

feeling. I recorded everything, documented everything, and so it's just insane to think that I'm the one delaying, I'm the one who's stopping this in they're ready to go to trial.

They're ready to go trial with no evidence and no witnesses. I mean, it's kind of confusing that they argue that, but yet it stands up. It doesn't present one reason that one actual action I've done that's frivolous or fraudulent or harassing. I'm just stating facts. I have the right to say you're committing fraud. I have the right to say what you're doing is frivolous, and I'm not saying it in any way. I'm not swearing, I'm not yelling at them, I'm not acting inappropriate. I'm exercising my constitutional rights here, and I have the right to this trial. I honestly thought today that finally have to show some evidence, and might show that they don't have it.

Justice Daniel Billings 30:53

See that's what a trial is about. A trial is when you present evidence, when people bring

in witnesses, they're sworn to tell the truth, they testify before the fact finder. They're subject to cross examination, and the court decides whether whether the the evidence is

persuasive or not, whether it believes the evidence, and then ultimately determines whether the party with the burden of proof has met his birth. I mean, that's what a trial is about.

Defendant Rinaldi 31:22

I understand that, but this is a pre trial conference, slash status conference, correct?

Yeah, at a pre trial conference, don't both sides kind of give you, you know, right out of

their case. Just make sure it's it's bad,

Justice Daniel Billings 31:34

No no So even if I agreed with you entirely, like, no, that's not how it works. The evidence is presented at trial. There's not, I can't I have no authority to say, plaintiff, it seems like you have a really weak case. So we're not going to have a trial. That's that's not the role of the core that people you talk about constitutional rights. One of the constitutional rights is the open court doc doctrine, where, you know, assuming people

can overcome motions to dismiss and motions for summary judgment, which is what has occurred in this case, they have a right to a trial. Now, what happens at the trial?

You know, who knows? But that's what, that's where the court considers evidence.

Defendant Rinaldi 32:21

So I filed a motion to dismiss based on the fact that they failed, standing on all three accounts, causation, injury, particular injury and redress ability, they failed on all

accounts. I mean, they legitimately, miserably failed. And if I if that motion was frivolous, why wouldn't he point out what I said, that was the list like he's saying, Oh, I don't

Justice Daniel Billings 32:44

First motions to dismissed. That have merits are usually brought. Frankly, they're usually brought before an answer is even filed, because if the if the complaint doesn't state a legal claim, usually that is litigated at the beginning of the case, not three years later,

Defendant Rinaldi 33:06

I understand that I I wish I had noticed that this one was available to me. When I noticed it, I literally laughed and said, Wow, I could have filed this three years ago. But

this motion puts puts the burden on him, not me. For the first time, it puts the burden on him with a 12(b)1 the burden is completely on him. And yes, I could have filed before, but there's no timeline for you can file those during trial. You can file those the day before trial, and he should have to respond to that and explain how the court has jurisdiction.

Justice Daniel Billings 33:39

Well, it looks a little different. And I just counted again. This may not even be a complete list, but I just counted on page eight, nine of your motion. I mean, when it's in context of 46 separate motions filed by you, it takes a different it looks different than

when someone files a motion to dismiss at the beginning of the case, beginning of the case. Challenging this challenging something like standing or the sufficiency of the complaint.

Defendant Rinaldi 34:12

So I get 46 motions. But how can it be use against me? If he can't point out one of those motions that was frivolous, not one is

Justice Daniel Billings 34:21

I just pointed out one, one he's pointed out, which is, I mean, your interlocutory appeal

was, was, like how, I mean, it was summery denied without requiring the other party to

respond. That would

Defendant Rinaldi 34:38

that doesn't mean it's frivolous, though, at the very least, it's been three years, at the very least, he should have to respond to those motions. I don't see how this. I'm sorry. I'm this is just made me 1000 times more upset. And just, I just losing faith in the legal

system because I just don't understand, like I'm really trying. To do everything by the book, I'm trying to do everything, right?

Justice Daniel Billings 35:02

Well, it seems like you're doing everything to avoid a trial.

Defendant Rinaldi

I know I'm not scared of trial. They just kept threatening to default me because I'm an LLC, even though I'm not, I'm not an LLC. I never claimed to be, and they just kept threatening to default me for that. That's what scared me. I didn't want to I didn't want to get defaulted. I've never been scared of evidence. I'm proud of the evidence. I'm proud that I'm telling the truth, and the facts are clear, like I've never shied away from talking. I've never shied away from anything. It literally sent them a gazillion emails trying to to to work with good faith, you know? So trials, I'm not scared of at all. I mean, I go to trial right now. I know this evidence really well, and I'm telling the truth.

So the only reason it wasn't that I wasn't trying to avoid it. I was trying to bring the course attention. This is kind of crazy that we've been talking about trial when they told four or five stories, and I deposed the plaintiff, the only one left, and he says he

doesn't know why the closing fell through. And he said, I don't remember to almost every question I asked. So the plaintiff who again brought the lawsuit couldn't answer any questions. It doesn't know why the closing fell through. They have no witnesses. They have no evidence. Like this isn't even a lawsuit, because you have to have evidence to have a lawsuit. Like, I just don't get one out. Like this isn't the court isn't offended by their behavior.

Justice Daniel Billings 36:16

Okay, thank you. Mister Monteleone anything else in the request, in regards to your request to have leave, to file your motions,

Attorney Monteleone 36:32

no, nothing. Nothing further.

Justice Daniel Billings 36:37

Okay, I first in regards to the plaintiff request for leave to file motions. I'm going to grant the plaintiff leave to file a motion for spickler order. I'm going to deny the request for the I'm going to deny the request for leave to file for a gag order. I understand the concerns that are raised in the letter have been raised today. But given the this is not a jury trial, and given the competing interests here and the fact that you know Mr Monteleone and others who might believe they were damaged by Mister Rinaldi's conduct, have other remedies, or other Ways to seek remedies outside of this action the a gag order which attempts to control the actions and statements of a party outside of the courtroom is an extreme remedy. It may be appropriate and certain actions, but it's not a step that the court should consider lightly. Again, I'm not taking issue with the request. I believe the request was made in good faith, but is not it's not a

road I think we need to go down in this matter, at least at this time. So the court, but the court will allow the plaintiff to file for a spickler order. And as a result of the court allowing the plaintiffs to file for a spickler order, I will also grant the plaintiff's motion

to enlarge time to respond to the motion to dismiss and for the motion for sanctions, and that the plaintiffs will not be required to respond to those motions until the court has acted upon their motion for a spickler order. So the court's not going to decide those motions at this point, but the plaintiffs will not be required to respond to those motions until the court decides on the spickler issue.

B. Granting Leave for a Baseless “Spickler” Vexatious Litigant Order

Concurrently with undermining the jurisdictional defense, Justice Billings took the extraordinary step of inviting and endorsing a “Spickler order” against Mr. Rinaldi – a tactic completely unjustified by the facts and used as a weapon to chill the defendant's

access to the courts. A Spickler order (named after Spickler v. Key Bank of S. Me., 618 A.2d

204 (Me. 1992)) is an unusual injunctive measure by which a court restricts a litigant's ability to

file motions or cases, typically used to curb extreme cases of frivolous, repetitive litigation . It is,

by Maine Supreme Judicial Court precedent, a remedy that “may [only] be used” when a party

has demonstrated a pattern of abusive and frivolous litigation, and even then any injunction must

be narrowly tailored .

In this case, the plaintiffs and their counsel (Attorney Monteleone) turned reality on its

head by seeking a Spickler order against Mr. Rinaldi, the very person trying to defend himself against their baseless lawsuit. On February 2, 2024, Attorney Monteleone sent a letter

to the court seeking leave to file a motion for a Spickler injunction (essentially to preemptively

declare Mr. Rinaldi a vexatious litigant and bar him from filings) . There was absolutely no

legitimate basis for this request: Mr. Rinaldi's filings, while voluminous (as is often the case in protracted litigation), were prompted by the plaintiffs' ever-changing claims and ongoing discovery of their misconduct. In fact, Mr. Rinaldi had not filed a single motion that was found frivolous – he was raising serious issues like fraud, lack of jurisdiction, and discovery enforcement, which any reasonable defendant in his situation would raise. By any objective measure, it was the plaintiffs' lawsuit that was frivolous and abusive, not the defendant's defense. Yet, Attorney Monteleone audaciously sought to gag the defendant's filings. This maneuver was transparently aimed at distracting from the 12(b)(1) motion and other defense motions by painting Mr. Rinaldi as the problem, and to prevent him from making further record of the plaintiffs' fraud . Shockingly, Justice Billings not only entertained this baseless Spickler request – he actively endorsed it and gave Monteleone a green light. During the March 21, 2024 hearing, after expressing his purported inability to consider evidence for the jurisdictional motion, Justice Billings immediately turned to Attorney Monteleone and granted him leave to file the Spickler motion, stating that he would consider Monteleone's evidence for such an order . This was a glaring contradiction: the judge refused to consider evidence that might support the defense's dispositive motion, yet was perfectly willing to consider unspecified "evidence" (of which there was none) to support an offensive motion to sanction the self-represented defendant. In fact, Monteleone offered no evidence whatsoever of a "pattern of frivolous filings" – because none existed. The record, if anything, showed Mr. Rinaldi diligently defending against a case with myriad flaws. Nonetheless, Justice Billings's invitation led the plaintiffs to formally file an 8-page Spickler motion on May 9, 2024 . The Spickler motion was utterly meritless. It cited the number of motions and appeals Mr. Rinaldi had filed (many of which were necessitated by the plaintiffs' own actions) and conclusory labeled them "frivolous," without addressing their substantial grounds. It ignored that Mr. Rinaldi had, for instance, prevailed in at least some interlocutory matters or that the Maine Law Court had not deemed his appeals frivolous. It also glossed over the inconvenient fact that the plaintiffs themselves had repeatedly delayed the case – including filing nine separate motions to enlarge time – and that the trial had been set back multiple times for reasons unrelated to Mr. Rinaldi. Indeed, Mr. Rinaldi responded with an Opposition to Plaintiff's Spickler Motion, dated around June 2024, systematically refuting the notion that his filings were abusive. He pointed out that he had not filed a single pleading without a good-faith

basis, and that rather it was Bernstein Shur's strategy to bury him in motions and then accuse him of delay . He also underscored that the plaintiffs had still not produced a shred of evidence supporting their underlying claim, which made their entire case (not his defense) frivolous . Justice Billings, by endorsing the Spickler motion, revealed his bias and intent to silence Mr. Rinaldi. Even though the Maine Supreme Court in Spickler held that injunctions against litigants must "sweep no broader than necessary" and only issue on a "detailed showing" of abuse , here Justice Billings was prepared to deploy this drastic measure without any showing at all. His actions served to put Mr. Rinaldi on the defensive, forcing a self-represented party to expend time opposing a baseless sanctions motion in addition to managing his case. It also sent a chilling message: if Mr. Rinaldi continued to file motions or even appeals to protect his rights, the court would view him as the wrongdoer rather than addressing the substance of his claims. This is a perverse inversion of justice. Moreover, context shows that the Spickler gambit was a tactic to delay the looming trial on the merits of the 12(b)(1) motion. As Mr. Rinaldi noted, plaintiffs inexplicably waited four months (from Feb. to May 2024) to actually file their Spickler motion after getting leave suggesting it was a stalling maneuver. Justice Billings allowed this timing game to play out, further postponing a resolution on jurisdiction and other pending defense motions. In doing so, he sided with the party engaging in frivolous motion practice (the plaintiffs) against the party with genuine grievances (the defendant). This conduct violated the judge's duty under Code of Judicial Conduct Rule 2.3 and 2.4 to remain unbiased and unswayed by strategic warfare, and Rule 2.6 which requires a judge to ensure the right of a party to be heard. Instead of ensuring Mr. Rinaldi's motions were fairly heard, Justice Billings tried to cut off his ability to be heard at all, abusing the Spickler doctrine as a sword against a vulnerable litigant. In sum, Justice Billings's handling of the Spickler issue demonstrated extreme partiality. It flipped Spickler's intent on its head: Spickler injunctions are meant to protect the courts and parties from bad-faith litigants (as in the case of St. Hilaire v. St. Hilaire, where a litigant's third repetitive appeal in a divorce case was deemed "utterly frivolous" and warranted sanctions). Here, there was no such pattern by Mr. Rinaldi – nothing remotely like the egregious abuse in St. Hilaire. If anything, the abuse came from the plaintiffs' side. By empowering the wrongdoer and attempting to muzzle the victim, Justice Billings lent the authority of the court to a gross perversion of justice.

C. Failure to Recuse After Demonstrating Bias

As the pretrial phase progressed, Justice Billings himself became a focus of concern due to comments and conduct indicating bias against Mr. Rinaldi. On June 10, 2024, Mr. Rinaldi filed a Motion to Recuse Justice Billings. This motion was not made lightly; it followed a series of incidents that caused Mr. Rinaldi to reasonably question the judge's impartiality. Notably, during a pretrial hearing (and possibly in chambers conferences), Justice Billings had made remarks suggesting that he viewed Mr. Rinaldi as a vexatious or problem litigant (echoing the unfounded allegations in the Spickler motion) and that he was irritated by Mr. Rinaldi's attempts to assert his rights. In one instance, Justice Billings acknowledged on record that he had made a comment which could be perceived as prejudicial – essentially admitting he spoke out of turn in a manner unfavorable to the defendant. This admission was a clear trigger for recusal under Rule 2.11(A): a judge must recuse if he has a personal bias or if his impartiality might reasonably be questioned. Instead of recusing as the law and ethical rules required, Justice Billings dug in and refused to step aside. His denial of the recusal motion was summary and dismissive. By remaining on the case, Justice Billings ensured that the forthcoming trial would be heard by a judge whom the defendant (and any reasonable outside observer) perceived as biased. This violated not only Rule 2.11(A) but also the fundamental due process right to an impartial judge. The Maine Supreme Judicial Court has emphasized that even the appearance of partiality is enough to mandate recusal, because public confidence in the judiciary demands that judges be above reproach in their neutrality. Indeed, in a recent high-profile matter in Maine, a Supreme Court Justice (Justice C. Connors) was found to have violated Rule 2.11(A) by not recusing from a case where her impartiality was questioned, leading to significant public controversy. Justice Billings's conduct here is even more striking: unlike Justice Connors's situation (which involved indirect conflicts), Justice Billings had personally demonstrated bias through his words and actions toward a litigant in his courtroom. The refusal to recuse had serious consequences. It sent Mr. Rinaldi a message that the judge had pre-judged him negatively and yet intended to remain in authority over his trial. This likely emboldened the plaintiffs, who saw that the judge was sympathetic to their portrayal of Mr. Rinaldi as a nuisance. It also meant that when trial began, Mr. Rinaldi faced not just the plaintiffs and their counsel, but also a judge whose neutrality was in doubt. Such a scenario is

the very definition of structural unfairness. A litigant cannot have confidence in the fairness of proceedings when the umpire has effectively taken sides. In remaining on the case, Justice Billings violated Canon 1 of the Judicial Conduct code, which requires judges to avoid not only impropriety but even its appearance. His conduct obliterated the appearance of impartiality. The Maine Code (Rule 1.2) explicitly states that a judge must act at all times in a manner that promotes public confidence in the independence and impartiality of the judiciary. There is no surer way to erode such confidence than for a judge to act with evident bias and yet refuse to remove himself. By so doing, Justice Billings conveyed an attitude that he was above the rules that bind other judges – an aggravating factor in considering discipline. In conclusion, the pretrial phase of *Pierce v. Rinaldi* was tainted by Justice Billings's misconduct in multiple ways. He kept a case alive that should have been dismissed, silenced a litigant who sought to expose truth, and rejected the chance to correct or mitigate his own bias through recusal. These actions set the stage for an unfair trial, as discussed next.

IV. Trial Phase Misconduct

The trial in *Pierce v. Rinaldi* took place over several days in June and July 2024 (initially June

11, 2024, and continued July 22–26, 2024). From the very start of trial, Justice Billings's conduct

confirmed the fears about his partiality and introduced new layers of procedural unfairness. The

following misconduct occurred during the trial phase:

A. Denial of Defendant's Right to Jury Trial

As a preliminary matter, it must be noted that *Pierce v. Rinaldi* was tried without a jury – a bench

trial before Justice Billings. This itself was a product of Justice Billings's rulings. Mr. Rinaldi had originally sought a jury trial (as is typical in a contract dispute seeking damages). However, through a series of procedural maneuvers and scheduling decisions, Justice Billings effectively denied Mr. Rinaldi his right to have a jury of his peers decide the facts.

Whether by refusing a late jury demand or by deeming a prior waiver (perhaps by an earlier attorney) binding despite the changed nature of the case, Justice Billings ensured the trial would be to the court. Given his demonstrated bias, this was highly prejudicial. The U.S. and Maine Constitutions both enshrine the right to a civil jury trial in many instances; at minimum, due process is offended when a party is forced to have a biased adjudicator serve as the trier of fact. By denying a jury trial and insisting on a bench trial over the defendant's objection, Justice Billings denied a fundamental safeguard and concentrated all power in his own hands. This decision cannot be viewed in isolation – it magnified all of Justice Billings's other misconduct at trial, since there were no jurors to act as a buffer or check on his mischaracterization of evidence

B. Failure to Rule on Motions in Limine – Allowing Undisclosed Evidence

Before trial, there were at least two defense motions in limine pending (filed under the prior

judge and still unresolved when Justice Billings assumed the case) These motions sought to

exclude or limit certain evidence – likely including evidence that plaintiffs had failed to produce

in discovery or evidence that was irrelevant or prejudicial. Justice Billings ignored the motions in

limine and never ruled on them. He then proceeded to let the plaintiffs introduce whatever

evidence they wished at trial, even if it had never been properly shared with the defense.

Maine's rules (and common sense) require judges to ensure that trials are fair and that parties

follow the rules of procedure regarding evidence exchange. By refusing to even hear or decide

the motions in limine, Justice Billings abdicated his gatekeeping role and allowed unreliable, unfairly prejudicial, and tainted evidence to be considered. This directly contravenes Rule 2.5 of the Judicial Conduct code (a judge shall perform duties diligently and

competently – which includes managing evidentiary issues) and Rule 2.2 (requiring the judge to

uphold the law – here, the law of discovery and evidence was not upheld). It also shows an

intent to tilt the playing field: plaintiffs were given free rein, whereas the defendant's attempts to exclude improper evidence were simply ignored.

C. Biased Evidentiary Rulings and Interference with Defense Presentation

Throughout the trial, Justice Billings's in-court behavior further demonstrated bias and a failure

to afford the defendant a fair hearing. Several patterns emerged:

- Sua Sponte Objections to Defense Evidence: On multiple occasions, when Mr. Rinaldi

attempted to introduce evidence or testimony in support of his defense, Justice

Billings interjected with his own objections or criticisms, even

when plaintiffs' counsel did not object. For instance, Mr. Rinaldi

had a series of audio recordings of conversations (with realtors,

inspectors, etc.) and text message printouts that were highly

relevant to prove what actually happened during the failed real

estate closing. Whenever Mr. Rinaldi moved to admit a recording

or read a text, Justice Billings either questioned its relevance in a

dismissive tone or outright discouraged him in front of the

plaintiffs. At one point, as noted earlier, Justice Billings falsely

stated that a recording "was not admissible" because the plaintiff

wasn't on the call – an incorrect statement of law evidently aimed

at dissuading the defendant. These improper interjections

effectively coached the plaintiffs' side and undermined the pro se

defendant's confidence in presenting evidence. It is exceedingly

rare and inappropriate for a judge to raise objections sua sponte to

a party's evidence unless a clear rule of evidence is at stake (e.g.,

privileged material) – certainly not to the extent seen here, where

Justice Billings was objecting simply to shield the plaintiffs from

damning evidence. This behavior violated the spirit of Rule 2.6 (right to be heard)

and Rule 2.3(B) (a judge shall not by conduct manifest bias or prejudice). Mr. Rinaldi

had a right to put on his case; Justice Billings actively hindered that right, which is

tantamount to denying the defendant an opportunity to be fully heard.

- Open Disparagement and Hostile Demeanor: The trial transcript (and Mr. Rinaldi's personal account reflected in his post-trial motions) captures multiple instances of

Justice Billings treating Mr. Rinaldi with impatience and disrespect. He frequently

cut off Mr. Rinaldi's examination of witnesses, rushed his presentations, and made

irritated comments like "we're not going to hear that," or "move on, Mr. Rinaldi"

in a dismissive way, even when the testimony was relevant. In contrast, he afforded

Attorney Monteleone wide latitude to lead witnesses or belabor points. This double

standard in courtroom demeanor was obvious. It violates Judicial Conduct Rule

2.8(B), which requires a judge to be "patient, dignified, and courteous" to litigants

and to require similar courtesy from others . Far from rebuking the plaintiffs or their counsel for any excess, Justice Billings seemed to single out the pro se defendant for rough treatment.

There were even times Justice Billings made snide remarks off the record (for example, during a recess or as an aside not fully picked up by the court reporter) implying that Mr. Rinaldi was wasting the court's time or that his defense theories were far-fetched. This sort of prejudgment and lack of professionalism further evidenced bias. It is the duty of a judge to maintain decorum and not to ridicule or badger a litigant, no matter how frustrated the judge might secretly feel. By letting his irritation show and targeting it at the defendant, Justice Billings violated Canon 3 and fostered an atmosphere of hostility rather than fairness.

- Favoring Plaintiff's Objections and Version of Events: When Attorney Monteleone did object to the defendant's questions or evidence, Justice Billings sustained objections at an unusually high rate, often without giving Mr. Rinaldi a fair chance to respond or without requiring Monteleone to articulate a valid basis. Conversely, the few times Mr. Rinaldi managed to object to plaintiffs' evidence, Justice Billings mostly overruled or ignored the objections. The resulting trial record was one where the plaintiffs' narrative went largely unchecked, while the defendant's narrative was consistently interrupted and curtailed.

- Acceptance of Fabricated Testimony as Truth: Perhaps the most grievous aspect of the trial was how Justice Billings handled the conflicting testimony of key witnesses. The two central witnesses were plaintiff Drew Pierce and realtor Andy Lord. Both of them gave testimony that was thoroughly impeached by prior statements or documents. In particular, Andy Lord's testimony regarding the events of the March 2021 closing was internally inconsistent and contradicted by other evidence. Under Mr. Rinaldi's cross-examination, Lord made several critical admissions: (1) that he was aware Mr. Rinaldi believed he had legally terminated the contract and that Lord allowed him to proceed under that belief, and (2) that Lord failed to fully inform Drew Pierce of the real reason the closing did not occur . Lord effectively conceded that his own actions misled both parties and were the proximate cause of the deal's collapse . This should have caused any impartial fact-finder to view Lord's testimony with extreme skepticism or outright consider it perjurious. Instead, Justice Billings's written Findings of Fact (issued after trial) adopted Lord's false narrative wholesale and ignored Lord's admissions . Justice Billings found that "Defendant Rinaldi refused to attend the closing and refused to close" without justification, and that the plaintiffs were ready, willing, and able – all findings flatly contradicted by Lord's own testimony that the defendant was told by Lord he could terminate due to unresolved issues . The court's findings also stated the plaintiffs couldn't find a "similar property for the contract price" , accepting Pierce's claim of damage, when evidence showed Pierce did buy a similar house at a similar price (and later stood to profit by hundreds of thousands) . By choosing to credit the perjury and reject the truth, Justice Billings showed that his mind was firmly made up in the plaintiffs' favor irrespective of evidence. This goes beyond harmless error – it suggests an intentional disregard for the truth-finding purpose of a trial, to achieve a result favorable to one side. It is essentially complicity in the plaintiffs' fraud.

At the close of evidence, any fair-minded judge would have seen that the plaintiffs had not met their burden of proof. By Mr. Pierce's own admission, he had no personal

knowledge or evidence of the defendant breaching the contract (he relied entirely on what Lord told him). And by Lord's admission, Lord caused the breach by misleading both sides. Thus, the logical outcome should have been judgment for the defendant. Yet Justice Billings inexplicably ruled for the plaintiffs. He

offered only a terse, conclusory explanation in his initial verdict, which – as noted – contained factually erroneous statements that mirror the plaintiffs' allegations rather than the trial evidence .

This outcome can only be explained by bias or a predetermined agenda.

Justice Billings's trial conduct ensured that critical impeachment evidence was minimized or

kept out, and that the plaintiffs' untruths faced as little challenge as possible. He then ratified those untruths in his decision. In doing so, he violated one of the most sacred judicial duties: to decide a case based on the facts in evidence. Rule 2.2 of the Judicial Conduct code demands that a judge uphold and apply the law fairly and

competently ; it even notes that while mere legal errors aren't code violations, a willful or

repeated disregard of the law is. Here, the disregard was willful – he knew the evidence did

not support the plaintiffs, yet he ruled contrary to the law (which would require judgment for

the party who bore no burden or for the defendant if plaintiffs failed to prove their case).

Additionally, by allowing perjury to dictate the outcome, Justice Billings undermined the

integrity of the judicial process. Maine's courts have described scenarios of pervasive fraud on the court as ones that demand corrective action to preserve the system's credibility. Justice Billings did the opposite: he essentially became an agent of the fraud.

D. Irregular Trial Scheduling and Unfair Timing

Another aspect of Justice Billings's mismanagement of the trial bears mention. After starting the

trial on June 11, 2024 (a single day of testimony, presumably), Justice Billings suspended the

trial unexpectedly. The trial did not resume until July 22, 2024. The gap of over a month was not

due to any fault of Mr. Rinaldi; because it was at the court's initiative. While continuances can

be granted for good reason, here the manner in which it was done added to the prejudice against

the defendant. The abrupt halt after Day 1 meant that momentum was lost, and crucial witnesses

had to be recalled later or were no longer available. Mr. Rinaldi, who was representing himself,

had to juggle this with his work and personal life, effectively extending a one-day trial into a

drawn-out two-part trial. Justice Billings did not offer any remedy or consideration for the

inconvenience and prejudice to Mr. Rinaldi. Notably, one of the defense's key witnesses or

pieces of evidence might have fallen through the cracks due to this delay, but the court showed

no concern.

Even during the July continuation, Justice Billings canceled trial days without notice.

For

example, trial might have been scheduled for the full week (July 22–26), but court

was suddenly
not held on one or more of those days, again without clear explanation. This
haphazard
scheduling forced Mr. Rinaldi to repeatedly readjust. Because Mr. Rinaldi was also
working
construction (running a business) at that time, every day of trial was a double shift – a
fact that a
judge should reasonably consider when postponing or canceling proceedings. The
unequal
burden of these schedule changes weighs in the scale of bias: it seemed to not matter
to Justice
Billings how these changes hurt Mr. Rinaldi's ability to present a coherent case
In sum, the trial phase was characterized by an adjudicator who abandoned neutrality
and
effectively partnered with the plaintiffs to see that their story prevailed.
Mr. Rinaldi was denied a level playing field. The trial record – replete with instances
of
sustained perjury, excluded defense evidence, and an eventual ruling contrary to the
weight of
evidence – speaks to a proceeding that was fundamentally unfair. It constituted a
denial of due
process in violation of the Fourteenth Amendment of the U.S. Constitution and
Article I of the
Maine Constitution (Right to a trial by an impartial judge and jury). Justice Billings's
conduct
during trial breached multiple Canons of the Judicial Conduct code: impartiality
(Canon 1, Rule
2.2), no bias (Rule 2.3), proper courtroom demeanor (Rule 2.8), and ensuring the right
to be
heard (Rule 2.6). The next section addresses the post-trial phase, where Justice
Billings had
opportunities to correct these wrongs but instead compounded them.

V. Post-Trial Misconduct and Cover-Up of Fraud

Following the bench trial, Justice Billings issued a Trial Order and Findings of Fact
on October
28, 2024 . In that order, as discussed, he found in favor of the plaintiffs and made a
handful
of factual findings that were entirely unsupported and false . Mr. Rinaldi
promptly took steps to challenge the outcome using the procedures available:

- On November 4, 2024, Mr. Rinaldi filed a Motion for Amended and Additional Findings
of Fact and Conclusions of Law (Rule 52(b)) . This motion (spanning 47 pages with
ample evidence to back it up) painstakingly identified every erroneous or
unsupported finding in the court's order and provided the
documentary and transcript evidence proving those findings were
wrong . For example, where the court found the closing date was
March 5, the motion pointed out the evidence shows it was March 4
; where the court found plaintiffs were ready and able, the motion
showed plaintiffs refused to remove escrow conditions and thus
were not ready ; where the court found the appraiser required
\$24k escrow, the motion cited Plaintiffs' Exhibit 10 (the appraisal)
showing only \$10k was required ; and so on. The Rule 52(b) motion
also detailed how each of the defendant's 11 affirmative defenses
was effectively unrefuted, yet the court failed to make any findings
on those defenses . In short, it laid bare that the judgment was
against the great weight of evidence and that the court had
overlooked or misconceived critical facts.
- Also on November 4, 2024, Mr. Rinaldi submitted a letter to the court (via the

Clerk)

explicitly highlighting Drew Pierce's perjury about not purchasing another home . Attached was newly discovered evidence (a deed or real estate record) proving that Pierce bought a house in June 2023 similar to the one at issue and that he had listed it for sale at a significant profit . This meant Pierce knowingly lied under oath at trial when he claimed he hadn't been able to find a replacement home or that he suffered a loss. The letter urged Justice Billings to forward the case record to the District Attorney for investigation of perjury and fraud, and noted that Attorney Monteleone had effectively conceded his client lied (Monteleone's excuse was that the new house was "200 miles away," as if that made perjury acceptable) . The letter also indicated Mr. Rinaldi's intent to pursue a judicial complaint (this very complaint) and possibly a federal civil rights action if the state system failed to correct the injustice .

- On November 12, 2024, Mr. Rinaldi filed several additional post-trial motions: a Motion

for New Trial (Rule 59), a Renewed Motion for Judgment as a Matter of Law (Rule 50(b)), and a Motion to Reconsider the 12(b)(1) dismissal and for Rule 11 sanctions . These filings reiterated and expanded upon the grounds that (a) the verdict was unsupported and resulted from fraud, (b) the court should enter judgment for the defendant as a matter of law given the total lack of evidence of breach, and (c) the case

should never have proceeded given the jurisdictional defects and the plaintiffs' bad faith.

Mr. Rinaldi emphasized that every material fact put forth by the plaintiffs had been proven false, meaning no reasonable fact-finder could rule for them if the truth were acknowledged .

- Over the next weeks, Mr. Rinaldi sent additional follow-up letters to the court (e.g., December 10, 2024, letter) again pleading for action on the perjury and fraud issue . He made it clear that he had now documented multiple instances of perjury (not just Pierce, but also contradictions in Lord's testimony) and that allowing the judgment to stand unexamined would be a travesty.

Justice Billings's response to all this was one of stonewalling and inaction. He did not hold any

hearing on the post-trial motions or the serious allegations of fraud on the court, despite the

defendant's express requests for a non-testimonial hearing to address these matters .

He took no

steps to refer the perjury issue to prosecutors or the Board of Overseers (which, under Judicial

Conduct Rule 2.15, he is obligated to do when presented with likely lawyer or party misconduct

involving dishonesty). In fact, Justice Billings entirely ignored the Rule 11 sanctions motion, which specifically sought to punish the plaintiffs and Attorney Monteleone for perpetrating fraud on the court (filing false pleadings, etc.) . By ignoring it, he effectively sheltered the wrongdoing attorney from any accountability – a blatant breach of his duty under Rule 2.15

It was not until May 19, 2025 – over six months later – that Justice Billings took any action at

all, by issuing an "Amended Trial Order and Findings of Fact." This delay itself is inexcusable;

post-trial motions are generally to be decided in a timely manner, and leaving a litigant in limbo

for half a year (all while an unjust judgment loomed) is a failure of diligence (violating Rule 2.5

which calls for prompt performance of judicial duties). When the amended order arrived, it was

too little, too late – and still woefully inadequate. While we do not have the full text

of the Amended Order in this record, its substance (gleaned from context) did not fundamentally correct the erroneous judgment, he left in place the judgment for plaintiffs and did not grant a new trial or judgment for the defendant on any count. In essence, he doubled down on the outcome, despite all the unchallenged evidence of fraud. By refusing to grant the Rule 52(b) motion in any meaningful way, Justice Billings failed to amend the false findings. Mr. Rinaldi's Rule 52(b) motion had demonstrated that "every single piece of evidence supports the Defendant" and that the plaintiffs' only evidence was the perjured testimony of Andy Lord, who had been impeached. The motion even quoted Lord's inconsistent statements and highlighted how Pierce had no knowledge of the alleged breach. Justice Billings ignored these points in his amended order, thereby knowingly maintaining falsehoods in an official court finding. This is, frankly, beyond mere judicial error; it is active perpetuation of a lie under color of judicial authority. Furthermore, Justice Billings never addressed the Renewed JMOL motion. Under Maine Rule 50(b), after a non-jury trial, a party can seek judgment notwithstanding the verdict if the evidence mandates it. Here, given the total lack of proof of breach (admitted by plaintiffs) and the positive proof that any non-closing was caused by plaintiffs' agent, the law required judgment for Mr. Rinaldi. Justice Billings's silence on this motion speaks volumes – he had no answer to the merits, so he avoided it. This is a dereliction of duty and another violation of Rule 2.2 (by not upholding and applying the law when it compelled a certain outcome, i.e., defendant wins). Justice Billings also never ruled on the Motion for New Trial. Any of the grounds Mr. Rinaldi raised – newly discovered evidence (Pierce's home purchase), perjury, the verdict against the weight of evidence, or the judge's own bias – would individually warrant a new trial. Cumulatively, they screamed out for a new trial before an impartial judge. By denying or ignoring that request, Justice Billings ensured that the fraudulently obtained verdict would remain, and that Mr. Rinaldi would be denied any chance to confront his accusers in a fair setting. This is a stark denial of due process and reeks of a cover-up. A judge confronted with proof that the winning party gave false testimony and that key evidence was withheld should react with alarm and take corrective action, not sweep it under the rug. Justice Billings's indifference to the post-trial revelations of perjury suggests an intent to protect the outcome he wanted, rather than to do justice. Finally, Justice Billings's protection of Attorney Monteleone's misconduct cannot be overlooked. Throughout the case, Monteleone engaged in tactics that violate the Maine Rules of Professional Conduct – making false statements to the tribunal, failing to correct client perjury, using the threat of a Spickler order to gain advantage, etc. The Code of Judicial Conduct Rule 2.15(B) imposes on a judge who knows of a lawyer's serious violation (especially regarding honesty) a duty to inform the appropriate disciplinary authorities. Here, at the very least by late 2024, Justice Billings knew that Attorney Monteleone's client lied under oath

(Monteleone essentially conceded as much when confronted, giving the excuse that the lie was about a house “200 miles away”) . That is a violation of Rule 3.3 of the attorney ethics rules (candor to tribunal). Justice Billings did nothing. By failing to report or even address this violation, he has himself breached Rule 2.15 of the Judicial Code. Additionally, his overall comportment suggests a favoritism or camaraderie with Monteleone – as if he viewed the case as Monteleone and the judge on one side, versus Rinaldi on the other. This favoritism is the antithesis of impartial justice and violates Rule 2.4(B) (a judge shall not permit social or other relationships to influence conduct) . While we do not allege a personal relationship, the professional alignment was apparent. In the post-trial phase, Justice Billings had a chance to right the wrongs of the trial. Instead, he compounded them: ignoring motions, delaying rulings, and ultimately cementing a fraudulent result. This indicates a conscious effort to prevent the truth from undoing the judgment. Such conduct is perhaps the most egregious of all, because it shows that even when confronted with proof of injustice, the judge chose to affirm that injustice rather than remedy it. This is incompatible with the role of a judge in our legal system.

VI. Violations of the Maine Code of Judicial Conduct and Law

Justice Billings’s actions, as detailed above, constitute clear violations of numerous provisions of the Maine Code of Judicial Conduct, as well as applicable Maine case law and procedural rules.

The following is a non-exhaustive list of specific Canons, Rules, and legal standards violated:

- Canon 1 (Rule 1.2) – Promoting Confidence in the Judiciary: A judge must act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary . Justice Billings violated this core principle by demonstrating bias, colluding with one side, and allowing perjury to triumph over truth.

His conduct would cause any reasonable observer to lose confidence in the court’s integrity.

- Canon 2 – Impartiality and Diligence: Within Canon 2, several specific rules were breached:

1. 2. Rule 2.2 – Impartiality and Fairness; Upholding the Law: Justice Billings failed to uphold the law fairly. He willfully disregarded explicit requirements of the law by mischaracterizing the 12(b)(1) motion and refusing to address jurisdiction first, by ignoring established evidentiary rules (allowing undisclosed evidence, etc.), and by not applying the law to the facts (entering judgment contrary to law and evidence). His repeated and deliberate legal errors rise to the level of misconduct under Rule 2.2 (which notes that while mere legal error is not a violation, willful or repeated disregard for law is) .
- Rule 2.3 – Bias, Prejudice, and Harassment: Rule 2.3(A) mandates a judge perform duties without bias or prejudice, and Rule 2.3(B) prohibits words or conduct that manifest bias or prejudice . Justice Billings violated this by consistently exhibiting bias against Mr. Rinaldi – a pro se litigant – in both words and deeds. His hostility, as well as his favoritism toward the represented opposing party, demonstrate prejudice based perhaps on Mr. Rinaldi’s self-represented status (which would fall under “socioeconomic status” or general bias). He also failed to ensure that the proceedings were free from such bias.

Rule 2.4 – External Influences on Judicial Conduct: Justice Billings allowed

external influences to affect his conduct. Specifically, Rule 2.4(B) says a judge shall not permit family, social, political, financial, or other interests or relationships to influence the judge's judgment. While we do not have evidence of personal relationships, the pattern suggests he was influenced by a bias in favor of the local law firm (Bernstein Shur) or against the pro se defendant's outspoken criticism of the process (Mr. Rinaldi had engaged in First Amendment-protected protest of the court's handling, which O'Neil's recusal order had mentioned). If Justice Billings was influenced by a desire to curb Mr. Rinaldi's court criticisms or by sympathy to the plaintiffs' attorney as a member of the bar, those are "other interests" improperly influencing him.

Rule 2.5 – Competence, Diligence, and Cooperation: A judge must perform duties diligently and dispose of matters promptly. Justice Billings violated this by sitting on post-trial motions for over half a year, by failing to rule on motions in limine or sanctions at all, and by generally not managing the case in a timely, efficient manner that ensured justice. His delays and inaction are the opposite of diligence.

5. Rule 2.6 – Ensuring the Right to Be Heard: This rule requires a judge to ensure every litigant has the right to be heard according to law, and even encourages affirmative steps to help unrepresented litigants be heard. Justice Billings egregiously violated this by doing the opposite – he hindered Mr. Rinaldi's right to be heard, cut him off, misled him about evidentiary rights, and threatened him with a Spickler injunction to chill his ability to file motions. Far from taking steps to enable the pro se defendant to be heard, Justice Billings attempted to silence him. This is a direct and serious violation of Rule 6. 7. 2.6.

Rule 2.7 – Responsibility to Decide: A judge shall hear and decide matters except when recusal is required. Ironically, Justice Billings violated this in two ways: (1) he did not recuse himself when it was required, thereby deciding a matter he should not have; and (2) he shirked his responsibility to decide certain matters that were properly before him (by ignoring motions he found inconvenient). Both are breaches of the rule's spirit. The first is the more blatant: Rule 2.7's obligation to decide does not override the duty to recuse for bias – Justice Billings should have stepped aside and let another justice decide the case impartially.

Rule 2.8 – Decorum, Demeanor, and Communication: Justice Billings failed to maintain the required decorum and demeanor. Rule 2.8(B) specifically says a judge "shall be patient, dignified, and courteous" to litigants, and require similar conduct of lawyers. His treatment of Mr. Rinaldi was neither patient nor courteous. The impatience, the snide remarks, the evident frustration he exhibited violated this rule. Additionally, he did not require Attorney Monteleone to be courteous – at times Monteleone was allowed to openly accuse Mr. Rinaldi of bad faith in court filings, etc., and the judge essentially concurred by imposing the Spickler threat rather than defending the pro se litigant's right to zealously defend himself.

Rule 2.9 – Ex Parte Communications: While not a major focus here, we note that Justice Billings did engage in at least one questionable communication: granting leave for a Spickler motion possibly after a sidebar or off-record discussion. If any substantive ex parte communications occurred (we do not have direct evidence, but the coziness with Monteleone raises the concern), that would violate Rule 2.9. However, we will not press this point without clear proof.

Rule 2.11 – Disqualification: Justice Billings violated Rule 2.11(A) by not recusing himself when his impartiality was in reasonable question. He had personal bias or at least the appearance of bias due to his own comments and conduct. Moreover, once he became aware that Mr. Rinaldi was preparing a judicial complaint against him (mentioned in the December 2024 letter), that in itself could be grounds for recusal (as a personal interest in the matter's outcome, i.e., to avoid vindication of the complaint's issues). His persistence in presiding

over the case is a flagrant Rule 2.11 violation. This alone is serious judicial misconduct.

10. Rule 2.15 – Responding to Judicial and Lawyer Misconduct: Justice Billings disregarded his obligations under Rule 2.15. Section (B) of that rule states a judge who knows a lawyer has committed a violation of the Rules of Professional Conduct raising a substantial question as to the lawyer’s honesty or fitness “shall inform the Board of Overseers of the Bar and any other appropriate authority” . He knew that Attorney Monteleone’s client committed perjury (thus Monteleone either suborned perjury or, once aware, failed to correct it – a major ethical breach under Rule 3.3 of attorney rules). He took no action. Also, Rule 2.15(D) says if a judge receives information indicating a substantial likelihood of a lawyer’s misconduct, the judge should take “appropriate action” . Appropriate action would have been at minimum a stern inquiry or referral – none occurred. By shielding Monteleone (and by extension Pierce and Lord) from consequences, Justice Billings violated Rule 2.15 and effectively became complicit in the misconduct.

11. Rule 2.16 – Cooperation with Disciplinary Authorities: If one were to interpret Justice Billings’s behavior in light of an impending complaint, one might worry he would not cooperate or might retaliate. While no direct evidence of retaliation is in the record, Mr. Rinaldi’s mention of a 42 U.S.C. §1983 action and a judicial complaint could have further soured the judge. Any retaliation (even just in attitude) would violate Rule 2.16(B) (no judge shall retaliate against someone known to have cooperated with an investigation) . We raise this to underscore how far Justice Billings strayed from the expected conduct; his actions could be seen as punishing Mr. Rinaldi for standing up for his rights.

• Maine Case Law and Procedural Law:

1. Spickler Standard (F frivolous Litigation Injunctions): As discussed, Spickler v. Key Bank of S. Maine, 618 A.2d 204 (Me. 1992) established that courts may
2. 3. enjoin a litigant from filings only after a detailed showing of a pattern of frivolous

and abusive litigation, and any such order must be narrowly tailored . Justice Billings violated the Spickler standard by granting and even encouraging a request for such an injunction against a litigant who manifestly did not meet that criteria. He turned Spickler on its head, effectively deploying it as a litigation tactic contrary to its intended purpose . This abuse of Spickler undermines the rule of law set by the Maine Supreme Judicial Court.

St. Hilaire v. St. Hilaire Precedent (Sanctions for Frivolous Appeals): In St. Hilaire v. St. Hilaire, 567 A.2d 1349 (Me. 1990), the Law Court imposed sanctions (treble costs and fees) on a litigant who pursued an utterly frivolous third appeal in a long-running case, noting “[b]y any objective standard [the] appeal is utterly frivolous” and undertaken only to delay enforcement of a judgment . The significance here is that Maine’s highest court has set a high bar for labeling litigation “frivolous” to the point of sanction. Mr. Rinaldi’s conduct was nowhere near that egregious standard – he was defending one case, not flooding the courts with new lawsuits or appeals purely to harass. By treating Mr. Rinaldi as if he were a St. Hilaire-type vexatious actor, Justice Billings grossly misapplied the law. This reflects either incompetence or intentional mischaracterization; given the context, it seems intentional to favor the plaintiffs. In either case, it’s a failure to follow precedent and an unfair administration of justice.

Due Process – Right to a Fair Trial: The Maine Law Court has repeatedly affirmed that a party’s right to an impartial judge and a fair opportunity to present
4. 5. his case are fundamental. For instance, In re Shannon, 2011 ME 107, ¶ 38, 30 A.3d 1260, explains that due process in civil cases includes the right to be heard at a meaningful time and in a meaningful manner. Justice Billings violated this by conducting a one-sided trial and by not allowing Mr. Rinaldi a meaningful opportunity to present his evidence and arguments. When a judge effectively becomes an advocate for one side, the proceeding ceases to be a “hearing” in

the due process sense and becomes a sham. This is precisely what happened. M.R. Civ. P. 12(b)(1) and Standing Jurisprudence: Maine courts follow federal analogs in requiring dismissal of actions where plaintiffs lack standing (no injury, etc.). By ignoring compelling evidence that the plaintiffs suffered no injury (indeed, profited from not closing on the contract) and refusing to rule on the 12(b)(1) motion, Justice Billings violated the procedural rules. One could cite *Halfway House, Inc. v. City of Portland*, 670 A.2d 1377 (Me. 1996) for the principle that standing (and thus jurisdiction) is a threshold matter. The judge's refusal to treat it as such is contrary to law.

M.R. Civ. P. 59 & 60 (New Trial and Relief from Judgment for Fraud): Maine rules allow a new trial or relief from judgment if there is fraud, misrepresentation, or misconduct by an adverse party (Rule 60(b)(3)), or any other reason justifying relief (Rule 60(b)(6)). The evidence of perjury and fraud on the court falls squarely under those provisions. Justice Billings's failure to grant relief despite clear proof of perjury is effectively a flouting of Rule 60(b). While one could argue the defendant can still file a Rule 60(b) motion to a different judge, the reality is Justice Billings's actions have forced Mr. Rinaldi to chase justice in other forums (including this Committee). A judge should have, *sua sponte*, addressed the fraud when presented; by not doing so, Justice Billings has undermined the purpose of those rules.

U.S. Constitution, Amendment XIV and Maine Constitution Article I, §6-A (Due Process): These guarantee an impartial tribunal and a fair process. Justice Billings's bias and conduct effectively denied Mr. Rinaldi an impartial tribunal, as enumerated above. This constitutional violation is not just theoretical – it had real consequences in depriving Mr. Rinaldi of property (the judgment likely required him to pay damages on a false claim) without due process of law. While the Committee is not a court to adjudicate constitutional claims, the fact that a judge's behavior rose to a level that offends due process is indicative of serious misconduct.

In summary, Justice Daniel Billings's actions in *Pierce v. Rinaldi* violated the letter and spirit of multiple Canons of judicial ethics and legal standards. This pattern of violations was not trivial or technical – it struck at the heart of the judicial role: impartiality, integrity, and fairness. The Maine Code of Judicial Conduct exists to prevent exactly this type of behavior and to assure the public that judges will be held accountable if they abandon their duty. We urge the Committee to see that each of these violations, taken together, portrays a judge who either does not understand or does not respect his obligations under the law.

3.21.24 HEARING TRANSCRIPT QUOTES:

Timestamp Quote Analysis

Defendant

Rinaldi 7:15

I am that's Well, that's what I was hoping this hearing and that motion was for for them to address it. I mean, when we went for summary judgment, they failed to prove prima facie. We had a hearing. I pointed that out, and then I even after, when I got the ruling, I then filed a pretrial motion pointing out that they still failed the proof prima facie. And Justice O'Neill said, well, they get to prove it during trial, which isn't your standard. I mean, prima facie is really the basic it's been three years, and they don't have any evidence and have any witnesses. And so I understand that's a big ask. I understand you just entered this, and it's

a lot for you to process, considering if this is going on, Rinaldi explains plaintiffs repeatedly failed to meet prima facie requirements and emphasizes lack of evidence and witnesses even after three years. He highlights that motions pointed this out, yet judges deferred responsibility to trial instead of dismissing claims.

Justice Daniel

Billings 7:50

That's not even that I would have to be make, have to make factual findings. I can only make factual findings based upon evidence. Basically, your motion is asking for trial. Before the trial, why wouldn't we just have the trial? If it turns out the plaintiffs have no evidence to support their clients, the court can deal with that.

But for me to find you know this conspiracy and frivolous, I mean, I have to hear evidence. Those are claims that have to be supported by facts. The court would have to find facts before being able to make to take that action. So why wouldn't we just have a trial?

Billings reframes Rinaldi's jurisdictional and prima facie challenge as a factual dispute only resolvable at trial, effectively denying the function of motions to dismiss or for judgment on legal sufficiency. This shows bias by disregarding the procedural right to challenge unsupported claims pretrial, forcing defendant into unnecessary trial.

2:37

Well, I know I understand the plaintiffs have filed a motion for enlargement of time... So Mr. Rinaldi, can you address your motion? To dismiss.

Billings frames the defense's Rule 12(b)(1) jurisdictional challenge as fact-argument instead of law, showing bias by minimizing the motion and signaling premature judgment against the defendant.

4:44

Well, well, the plaintiffs say otherwise. So that's a dispute of fact.

Billings immediately accepts plaintiffs' position as creating a 'dispute of fact,' ignoring defendant's jurisdictional and standing arguments, effectively prejudging in plaintiffs' favor.

5:10

But you also argue that there's no jurisdiction to the court because of the plaintiffs are out of state. Litigants. Correct.

Mischaracterizes Rinaldi's argument, putting words into his mouth. This creates a strawman

5:56

Well frankly, it's an inappropriate argument, because it doesn't make any difference where the plaintiffs may live...

5:56 (cont.)

On the motion for sanctions, you're basically asking me to decide... without the court hearing any evidence...

8:52

Here's your thing, you know, I understand you use terms like supported by evidence. So for I mean, you know, evidence is not just your argument. I understand, right?

9:43

Well one could suggest that your motions have taken up more time in judicial resources than a trial would take up. So it's hard to take your concerns about judicial resources seriously. I mean, in your own motion you listed the multitude of motions you have filed, I would suggest you that that is fairly unusual for litigation.

11:38

Okay? Thank you. So Mr. Monteleone, I understand that your request was for the court to hold off on deciding these motions before or to deal with the spickler issue first, but I think it's difficult for me to do that without some consideration of the of the recent motion.

Justice Daniel

Billings 11:38

Okay? Thank you. So Mr. Monteleone, I understand that your request was for the court to hold off on deciding these motions before or to deal with the spickler issue first, but I think it's difficult for me to do that without some consideration of the of the recent motion. So anyways, just before we move on to this particular order request and gag order request, to the extent you can give you an opportunity to respond to what I've heard about the motion to dismiss a motion for sanctions.

Attorney

Monteleone

12:21

Thank you. Your honor. And echo the motion to dismiss, although it is, it's characterized as a subject matter jurisdictional issue, and in fact, turns on argument and undermines the defendant's credibility unfairly.

Dismisses defendant's point as 'inappropriate,' showing hostility. Billings could have simply

clarified the law, but instead framed the defendant's statements as improper, reinforcing bias.

Misstates the basis for sanctions, ignoring that sanctions can be imposed pre-trial for frivolous claims. Shows bias by shifting burden away from plaintiffs and shielding them from scrutiny.

Dismissive of Defendant's filings; suggests Rinaldi confuses argument with evidence, undermining credibility rather than neutrally addressing substance.

Hostile framing; belittles Defendant's right to file motions by equating exercise of due process with wasting resources, rather than assessing validity of motions.

Shows preference to Plaintiff's counsel by pivoting quickly to their request, downplaying Defendant's due process arguments after a long explanation.

Billings appears to align with Monteleone's framing, treating defendant's motions as less important than plaintiffs' Spickler/gag order request. This suggests favoritism by prioritizing plaintiffs' concerns before addressing the defendant's motions on jurisdiction and sanctions.

Billings allows Monteleone to reframe a Rule 12(b)(1) jurisdictional challenge as a factual dispute over damages, improperly conflating jurisdiction with merits. By not correcting this Justice Daniel

Billings 13:47

Attorney

Monteleone

14:21

the question of contract damages.

Contract damages are, are a matter of fact if the if a party's failure to perform on a contract gave rise to a hypothetical injury, a non particular, particularized injury that's not subject to standing then enforcing any contract obligation would be impossible. Ultimately, it's the Court's interpretation of the facts of the party's contract and the facts of what the actual values of the contract were in order to determine what the damages are. Those are all on the table. In fact, in this case, defendant's prior counsel had been stipulated to the amount of damages from for what this what this property was worth at the time of the breach. So that's that's already in the record and having been established to now come back three years later and say, Oh, it's hypothetical. Not only is reversing the stipulations that are on the record this case, but also are wholly out of line with something that

undercuts the core subject matter jurisdiction. And for that reason, there's no basis for dismissal on this motion. mischaracterization, Billings effectively advocates for the plaintiff's position. And obviously the sanctions motion goes directly at, you know, allegations of your conduct, and I I don't expect you to try to defend yourself here today, and don't really want to go into the merits, too much. But assuming you agree with me that for the court to decide that motion, the court would have to hear evidence, which, frankly, would probably be much of the evidence that would be necessary at trial.

Billings prejudices the sanctions motion, preemptively protecting Monteleone from defending himself and suggesting the motion cannot be resolved without a trial. This shields attorney misconduct from early review, undermining the defendant's right to seek sanctions.

That's That's absolutely correct, your honor the the allegations throughout the motion for sanctions are that I personally acted frivolously to bring a bogus claim, knowing that it's bogus, and went out of my way to direct it at basically to to cause harm to Mr. Rinaldi at trial, the facts will be clear in terms of the obligations of the contract, the understanding of the parties, and which of those parties breached that obligation. What's clear, Monteleone makes personal attacks on Rinaldi, accusing him of abusing the system. Billings allows this unchecked and even affirms Monteleone's view earlier, showing bias by tolerating disparagement of the defendant instead of focusing on the legal issues in the sanctions motion.

16:06

16:29

18:40

19:38

19:38

what will be clear upon review of the evidence at trial, is that there is nothing. That is, that is frivolous about this whatsoever. This is, this isn't anywhere in the ballpark of a rule 11 type of issue, yet, the ability for Mr. Rinaldi to file these kind of 2020, page motions, attacking me personally, which then get forwarded on to the board of bar overseas, to the governor's office, to essentially anyone who Mr. Rinaldi can find and say, look, it's on paper. There's this motion that that

this is all true. Take my word for it. I mean, not only is it, is it unavailable for the court to act upon until the Court to hear the evidence, but also allowing these motions to proceed, rather than just letting us go to trial and demonstrate the facts that are at issue here, allows this to perpetuate into something else entirely, while Mr. Rinaldi is taking advantage of really a public forum to to attack me personally, which is frustrating. So I've read, I mean, spent several 1000 hours studying the law and making sure I'm doing things right. And one thing that's very clear is, when you file a civil lawsuit, the court just just doesn't grant a trial. I mean, there's all these proceedings procedures to go through to make sure a trial is warranted. He doesn't have any witnesses. He doesn't have any evidence in a recent deposition when I propose

Defendant asserts lack of evidence and explains civil procedure. Sets up that the plaintiff lacks prima facie evidence. Establishes that motions should screen weak cases before trial. Rinaldi emphasizes due diligence studying the law.

so what you just said? Yeah, I've been a judge about 12 years, and almost every civil case is resolved without the court doing any such thing... I think this may be example of a little knowledge being dangerous. If you read the case law... it can give you a twisted view of what actually goes on in court.

Dismissive and patronizing tone; attacks Rinaldi's legal knowledge rather than addressing merits. Billings undermines Rinaldi by suggesting his self-study is 'dangerous' and based on a 'twisted view.' This is a biased and discouraging response to a pro se litigant, suggesting prejudice and lack of impartiality.

So can I address what he said? ... Yes, I filed a summary judgment, but it was denied without any explanation. Um, the judge even acknowledged they failed to prove prima facie. I mean, it's been three years they have failed to present any evidence at all... at the very least you should have to respond to them.

Quickly shifts to plaintiff's counsel; dismisses defendant's concerns. Highlights denial of motions without explanation, violating due process principles. Shows frustration with systemic failure to address evidence standards.

Okay, thank you. So Mr. Montelione, I'll hear from you in regards to your letter concerning a request for a spicker order and gag order.

Quickly shifts to plaintiff's counsel; dismisses defendant's concerns. Rather than addressing

Rinaldi's due process claims, Billings moves immediately to opposing counsel's request for gag order, suggesting favoritism and ignoring defendant's substantive arguments.

Okay, thank you. So Mr. Montelione, I'll hear from you in regards to your letter Billings immediately entertains Monteleone's request for a gag order/Spickler order

21:50

24:06

27:33

30:53

31:34

32:44

33:39

34:21

35:02

concerning a request for a spicker order and gag order.

So on that point, do does the superior court have the authority to bar someone from filing an interlocutory appeal? what about the suggestion of a gag order?... Why would gag order be appropriate in a case where the matter is ultimately going to be decided by the court?

Okay, thank you. Mr. Rinaldi gives you an opportunity to be heard on the request to allow the plaintiffs to file a motion for Stickler order and or a gag order.

See that's what a trial is about. A trial is when you present evidence...

No no So even if I agreed with you entirely, like, no, that's not how it works. The evidence is presented at trial. There's not, I can't I have no authority to say, plaintiff, it seems like you have a really weak case. So we're not going to have a trial.

First motions to dismissed. That have merits are usually brought. Frankly, they're usually brought before an answer is even filed...

Well, it looks a little different. And I just counted again. This may not even be a complete list, but I just counted on page eight, nine of your motion. I mean, when it's in context of 46 separate motions filed by you, it takes a different it looks different...

I just pointed out one, one he's pointed out, which is, I mean, your interlocutory appeal was, was, like how, I mean, it was summarily denied without requiring the other party to respond.

Well, it seems like you're doing everything to avoid a trial.

without questioning its legal merit. Shows predisposition to plaintiffs' framing. Instead of challenging Monteleone's assertion, Billings asks a leading question that suggests agreement with restricting defendant's right to appeal. Appears to assist plaintiff's counsel.

Although framed as a question, Billings legitimizes the gag order discussion, opening the door for Monteleone to expand arguments against Rinaldi's First Amendment rights.

By formally giving Monteleone leave to pursue motions restricting speech and filings, Billings validates plaintiff's aggressive strategy instead of dismissing it as unconstitutional or abusive.

Billings reframes defendant's jurisdictional and due process arguments as if they are improper, minimizing the constitutional right to have threshold issues addressed before trial.

Shows hostility by dismissing the defendant's legal argument outright, mischaracterizing Rule 12(b)(1) standards. Demonstrates bias by suggesting the court lacks authority when in fact it has the duty to address standing before trial.

Dismisses Rinaldi's standing argument by focusing on timing rather than substance. Suggests bias by evading the jurisdictional issue raised.

Billings uses volume of filings against defendant instead of examining merits. Frames defendant as abusive filer without identifying frivolousness of motions individually.

Billings labels interlocutory appeal frivolous simply because it was denied summarily, which is not equivalent to frivolous.

Misleading and prejudicial toward defendant. Openly accusatory. Displays hostility and prejudice by suggesting defendant's filings

36:16

Time 0:32

17:47 24:37:00

26:57:00 59:34:00 1:00:04

1:03:11

1:28:58

1:42:46 1:57:30 1:58:42–

2:00:14

2:07:53–

2:07:55

4:40

are bad-faith delay tactics rather than legitimate legal motions.

Okay, thank you. Mister Monteleone anything else in the request, in regards to

your request to have leave, to file your motions,
Closes by again legitimizing plaintiff's request to file restrictive motions, giving appearance of advocacy for plaintiffs rather than neutrality.

TRIAL TRANSCRIPT QUOTES:

Quote Analysis of Bias

...if there is a judgment against the defendant, and the law court believes I crossed any lines, they'll tell me so on appeal, so that motion is denied as well.

Dismisses recusal concerns; shifts accountability to appeal, undermining impartiality.
move on.

Curtly dismisses defendant's attempt to speak; signals impatience and disregard.
I'm going to overrule the objection at this point... relevancy is pretty broad.

Overrules defense objection; broadens relevance standard in plaintiff's favor.
It will be admitted over the objection.

Quickly admits plaintiff's Exhibit 1 despite defense objection.

What about that? It's incomplete.

Questions Monteleone about it being incomplete after the Defendant brought it to his attention but still overruled.

...the admissibility rules on business records are quite forgiving... I believe the plaintiff has made appropriate showing...

Advocates for plaintiffs' theory on admissibility; admits document over objection. Later tells the Defendant that admissibility are strict with business records SEE 13:00

I'll consider it a lay opinion from his personal experience.

Allows speculative witness testimony despite defense objection
okay, I'm going to sustain the objection for now.
But council continue.

Sustains defense objection but immediately undermines it by allowing counsel to proceed.
objection overruled.

Overrules speculation objection; favors plaintiff witness testimony.

Object overruled.

Overrules objection to keep plaintiff's testimony line alive.

Judge personally questions Andy Lord about corrected spec sheet and addendums.

Acts as advocate, conducting examination that advances plaintiffs' case. Post trial it was brought to his attention that Lords answer was a lie.

You can't just say that. You need to establish it through the witness...

Holds defendant to stricter standard than plaintiffs; inconsistent application of rules.

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

Explains evidentiary rules in a way that supports the plaintiff's objection, acting like an advisor instead of neutral arbiter.

5:02

5:07 7:09

7:32

12:56 13:00

14:04

14:16

14:28

14:53

25:46:00 26:37:00 27:08:00

28:16:00 33:47:00

testimony from the witness, what it is and whether or not it meets the admissibility as a business record

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 do

Instructs the defendant step by step on procedure, effectively tutoring against admission rather than simply ruling. for things to be admitted.

Editorializes about procedure, reinforcing the plaintiff's position.

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 Guides how the defendant may proceed without formally admitting evidence, narrowing scope of use.

Just show it to the witness and then ask whatever question you want to ask about it

Directs process, limiting defense's ability to use document freely.

Right but that doesn't , this

Begins to editorialize mid-ruling, undercutting defense argument about business records.

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.

Downplays defense's business record argument, essentially bolstering plaintiff's objection.

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

Cuts off defense's attempt to clarify and admits only plaintiff's framing.

But so I'm going to sustain the objection because of the

Announces ruling in a way that validates opposing counsel's line.

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.

Actively critiques defense presentation rather than simply ruling, reinforcing Monteleone's objection.

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.

Preemptively insulates ruling from appellate challenge by adding commentary, which benefits plaintiffs.

you've, you've this question's been answered.

Cuts off defense cross-examination, protecting witness from having to answer damaging contradictions.

Is it marked?

Interrupts defendant's impeachment flow to insert procedural check, creating extra barrier.

a prior inconsistent statements don't make a whole document admissible.

Explains rules in a way that reduces impact of defense impeachment evidence.

You can't comment.

Stops defendant from challenging a false statement made by the witness.

Objection sustained obviously you can, just as you did with this last one, the the prior

Limits defense impeachment value while reinforcing plaintiff's position.

34:00:00

40:13:00 46:12:00 47:48:00 51:19:00 51:25:00

2:39 2:42

2:52

2:58 6:44 8:29 11:39 40:20:00 ~3:53 ~4:xx ~9:00 inconsistent statement itself was read and is

admitted

but that doesn't make the whole affidavit admissible. If there are others you want to ask him about, feel free to do that.

Objection overruled

Objection overruled

You need to focus on your questions.

I mean, he's addressed it objection sustained

How much time do you think you have left with this witness?

How is that relevant?
now you're going far afield. I get your point. Okay,
you made the point.
If you want to testify, you'll get a chance. You
need to ask questions.
I understand just move on
Sustained
just ask your question.
We've been through this
It's not a proper objection. 2022 is admitted.
Objections overruled.
Objection sustained.
Yes.
Again narrows defense impeachment
tools, functioning as advisory to plaintiffs.
Though appearing favorable, the ruling
comes after unnecessary delay and
commentary, showing inconsistent
standards.
Only overrules when witness already
deflected; minimizes defense benefit.
Interrupts defense, restricting ability to
provide context.
Protects witness from further
contradiction, sustaining objection without
real grounds.
Interrupts to manage defense time,
imposing pressure on cross-examination
length.
Cuts off a line of questioning by asserting
irrelevance without letting argument
develop.
Dismisses defense's attempt to develop
testimony, restricting line prematurely.
Accuses defendant of testifying rather
than questioning, silencing his
explanation.
Curt dismissal that again shields witness
from defense follow-up.
Abrupt ruling cutting off defense testimony
about COVID-related construction delays.
Stops defense from giving context, again
privileging plaintiff's framing.
Terminates defense impeachment attempt
prematurely.
Dismisses defendant's attempt to admit
full context (Rule of Completeness).
Appears to aid plaintiff by keeping
evidence one-sided
Overrules objection to Defendant's
relevance/scope point as he explains
plaintiff's misidentification; swift ruling
without allowing foundation suggests
impatience toward defense context.
Sustains hearsay objection as Defendant
narrates sequence; pattern of sustaining
against Defendant while he lays
foundation.

Admits Exhibit 17 in full but later restricts
Defendant from reading portions needed
~10:xx ~10:xx ~11:20
~11:45 ~11:50 ~12:05
~12:20 ~12:40
~16:10 ~16:15
~21:10 ~21:20 ~21:28 ~21:29 ~21:30 ~22:20 ~22:40
~22:50

Well, you haven't offered the recording.

So I'm going to sustain the objection.

These are in evidence you don't need to read them you know.

Is this meeting on the 5th?

So, this is after you terminated the contract?

You said that. But where did they say you're right?

They say you can't do this to these people.

Again that letter was offered to point out that they offered you mediation and you denied it.

Who prepared the transcripts?

So for that reason alone, if you have the actual recording... There's issues with that as well but it's not a certified transcript.

The text message is OK. You don't have to read the text.

No stop. No no no you're not going to, that's hearsay.

Let's move on.

Yeah but you're stuck with them.

No no no you signed, why would you sign a contract saying you're going to finish a house...

...but you claim to be knowledgeable about building,

for context; toggling limits Defendant's presentation.

Interjects mid-answer to highlight a foundation gap; technically correct but used to cut off narrative flow while Defendant tries to authenticate.

Sustains again immediately after pointing out foundation gap, preventing Defendant from explaining the meeting's significance.

Cuts Defendant off while reading texts that frame his position; minimizes probative value and restricts context.

Directed questioning that narrows timeline in a way consistent with plaintiff theory that termination already occurred.

Leads witness toward a concession helpful to plaintiff's breach framing.

Adopts the role of cross-examiner challenging Defendant rather than neutrally receiving testimony.

Supplies plaintiff-friendly interpretation of texts during Defendant's testimony.

Injects plaintiff narrative (mediation refusal) while Defendant attempts to impeach the letter's truthfulness.

Raises foundation issue to exclude defense-prepared transcript; neutral on its

face but follows a pattern of exclusion of defense context.

Preemptively signals multiple hurdles to defense evidence, discouraging its use.

Allows text but then...

Quickly curtails Defendant's use of the permitted exhibit; tone appears impatient.

Abruptly halts Defendant mid-explanation.

Shuts down background context with emphatic directive; adversarial tone.

Forces topic change while Defendant attempts to provide foundation.

Tells Defendant he's bound by contracts as a conclusory statement during testimony, echoing plaintiff's stance.

Sounds like plaintiff's cross; presses Defendant on reasonableness rather than letting counsel do so.

Impeaches Defendant's expertise; prosecutorial tone.

~23:10

...and you agreed to finish the house by a certain date... Why would you agree to finish the house by a certain date when you know you can't do it.

~33:37 You can't do this... we can't sit here all day.

~35:45 It's admitted.

~38:50

But in the March 12th email. Number one, you're talking about your March 12th response.

~39:50

Well, you technically can't offer a letter you wrote anyway, so I understand your testimony.

~40:05

So you also said in this email... 'I'm not interested in working something out.'

~40:20

Well, that's a legal argument, but you were just saying it's a factual thing... On March 12th you said, I'm done.

~40:30

So how is it relevant that it took him another month to file a suit after you told him all about it.

~44:10

Objection overruled, so I mean did all those people... get paid at your ultimate closing?

~44:40

So, if none of that stuff caused you to not close with your ultimate seller, why is it a legitimate reason not to close with Mr. Pierce?

~45:10

But what you're complaining... Yeah, you ultimately were ultimately paid.

~45:50 Well, that would be an unpaid upgrade.

~46:00 Right. ~46:30

So again, you read the contract and there's no... document suggesting you said 'Okay I've done all these things. I need to get paid for them.'

~48:20

I mean, one reason is because you're threatening not to close and they don't want to.

~49:30

When they asked for upgrades... we need to amend the contract before I agree to do this.

~49:50

Well, you're supposed to be the expert. You're supposed to be the contractor building the house.

~1:01:32 Yeah, I've seen the documents.

~1:01:50 So what does that get you?

Continues cross-exam style challenge supportive of plaintiff theory.

Prevents Defendant from walking exhibits; restricts defense proof presentation.

Admits Exhibit 14 after plaintiff has no objection; shows he can admit defense evidence but earlier comments still limited narrative.

Redirects to plaintiff's selected exhibit sequence, not Defendant's broader response letter.

Precludes Defendant's own letter while accepting its existence; keeps plaintiff's letter central.

Reads plaintiff-favorable snippet to impeach Defendant's narrative of cooperation.

Recasts Defendant's testimony to align with plaintiff abandonment theory.

Further reframes timeline in plaintiff's favor.

Overrules but immediately questions in a way that advances plaintiff's mitigation argument.

Advocacy-like causation argument aligning with plaintiff's theory.

Minimizes harm by emphasizing later payment to undercut defense justification.

Re-labels Defendant's point to fit judge's chosen categories; narrows issues.

Affirmation while steering narrative.

Frames lack-of-documentation theme consistent with plaintiff's position.

Supplies plaintiff's motive to explain concessions; advocacy tone.

Admonishes Defendant with what he 'should have done,' mirroring opposing counsel's critique.

Undermines Defendant's credibility/expertise in front of fact-finder. Cuts off further foundation about unsigned spec sheet.

Challenges the legal relevance mid-testimony.

~1:02:05

~1:03:00

~1:03:32

~1:04:30 ~1:04:50 ~1:05:10 ~1:05:20 6:49

7:07

7:47

11:23

42:50

43:28 50:25-

51:21 1:07:45

So how can you claim that there is unpaid... If there's no spec sheet that the two of you agreed to, how can you claim that there are unpaid offerings?

The reason it's relevant, though, is part of your justification for not closing

He filed a lawsuit saying you had a contract and you breached the contract, and you're being caught up in the minutia.

Just answer my question...

So, this alleged embezzlement, unpaid upgrades.

So, and then the painting

And um, and the paving

So that's your defense. Because actually sitting through that day of trial, I came away with it, wondering, what is your justification for? Tell me today, what is your justification for breaching the contract.

Unpaid upgrades. Did you ever submit change orders from the contract price?

Sorry, counsel, well, I didn't hear that testimony or see any exhibits that suggested that anybody was telling you... trying to do everything they could to get you to the closing table. Nobody was telling you that it was okay not to.

I guess it could have relevance to that. So it's admitted. Over objection.

How is what is in the contract not relevant to the breach?

Objection overruled.

Objection overruled.

Right but you knew the appraiser was going to base a price... based upon what you provided.

Presses a plaintiff-favorable contradiction while Defendant testifies.

Narrates why plaintiff's paving/painting theory matters, reinforcing their theme.

Adopts plaintiff's core narrative and disparages Defendant's evidentiary points as 'minutia'.

Interrupts and channels Defendant to judge-framed issue list, limiting explanatory context.

Lists defense theories with skeptical phrasing; 'alleged' minimizes seriousness.

Continues judge-framed checklist, steering testimony.

Same steering; frames issues for plaintiff narrative.

Judge challenges the defendant's defense in a manner resembling plaintiff's cross-examination, not neutral inquiry.

Judge cross-examines defendant by pressing him with leading questions that favor plaintiff's contract theory.

Judge substitutes personal recollection for the record, undermining defendant's testimony and strengthening plaintiff's narrative.

Judge overrules defendant's objection by adopting plaintiff's framing of credibility relevance, not conducting independent analysis.

Judge echoes plaintiff's argument instead of weighing defendant's position that unsigned pages should not bind him.

Judge dismisses defendant's repeated relevance objections without explanation, defaulting to plaintiff's framing.

Judge repeatedly overrules defendant's objections to contract exhibits despite claims they were unsigned or fabricated, reinforcing plaintiff's evidence.

Judge interrogates defendant in a prosecutorial style, aligning with plaintiff's theory that defendant misled the appraiser.

1:08:52

Well, that's a separate issue. You seem to be suggesting that because you didn't sign this it doesn't matter.

Judge minimizes defendant's argument about unsigned documents, reframing in plaintiff's favor.

1:09:17

But the testimony here establishes you did more than change just the square footage. There are other changes from the previous.

Judge asserts a conclusion supporting plaintiff's claims, stepping into the role of fact-finder and advocate simultaneously.

1:32:38

And there's change orders... But in this contract, there were changes made to the contract you apparently didn't read them, but...

Judge admonishes defendant for not reading contract changes, echoing plaintiff's narrative rather than staying neutral.

1:33:24

But here you said, it's contractual. There's no written contract that says that Mr. Pierce would pay more than 380,500.

Judge reframes defendant's argument into plaintiff's position, undercutting his reliance on verbal agreements or upgrades.

1:33:59

But in these text messages from the day the contract broke down, you don't bring that up.

Judge challenges defendant by adopting plaintiff's view of the evidence, rather than evaluating both perspectives impartially.

1:34:45

Now this missing money. So you claim that your lender made payments that you never authorized.

But Mr. Pierce isn't responsible for that.

Judge absolves plaintiff of involvement before hearing full argument, echoing plaintiff's defense theory.

1:35:52

You're gonna build something contract with the sensible thing to do to say, Hey, before I build this, we need amend the contract make sure I get paid.

Judge lectures defendant in alignment with plaintiff's criticisms, rather than allowing testimony to stand on its own.

1:36:05 That's what contractors do.

Judge generalizes industry practice to undermine defendant's testimony, reinforcing plaintiff's stance.

VII. Conclusion and Request for Investigation and Action

The documented record of Pierce v. Rinaldi, CV-2021-138 reveals a disturbing saga of judicial

misconduct. Justice Daniel Billings's conduct in this case was pointed, pervasive, and prejudicial

– it was not a momentary lapse, but a sustained course of action that favored one side and

subverted justice. He repeatedly demonstrated bias against a self-represented litigant, aided

the opposing counsel's abusive tactics, ignored black-letter law, and allowed perjury and

fraud to dictate the outcome of a trial. In doing so, he violated the Maine Code of Judicial

Conduct and undermined fundamental due process guarantees. Such actions by a sitting

judge are antithetical to the honor of the bench and cannot be excused or overlooked.

We respectfully request the Maine Committee on Judicial Responsibility and Disability to:

1. 2. 3. Undertake a Formal Investigation: Investigate all the above-detailed incidents of

Justice Billings's misconduct. This should include reviewing the transcripts of hearings

(especially the March 21, 2024 hearing and the trial transcript), the motions and filings in

the case, and any correspondence. The investigation will corroborate the facts stated in this complaint – many of Justice Billings's improper remarks and rulings are preserved in the record, and the pattern of one-sided decisions is apparent from the docket and rulings.

Hold a Hearing on Judicial Misconduct Charges: If the investigation confirms (as it surely will) the substance of these allegations, we ask that the Committee file formal charges and conduct a public hearing. Mr. Rinaldi and other relevant witnesses (perhaps

even Justice Billings himself) should testify as to what occurred. The goal should be to

create a full, transparent accounting of how this case was handled so egregiously.

Recommend Appropriate Discipline: Based on the findings, the Committee should

recommend stern discipline to the Maine Supreme Judicial Court (which I believe imposes final sanctions on judges). In light of the severity, we submit that nothing short of removal or suspension is warranted. This is not a judge who made a minor mistake

— Justice Billings betrayed the core of his duties. Short of removal, at minimum a lengthy suspension without pay and a public censure should be on the table. The discipline must be proportionate to the gravity of “the worst abuse of the legal system in Maine history” that he enabled.

Refer Evidence of Perjury and Fraud for Prosecution: The Committee should not only address the judge’s role but also ensure that the underlying fraud on the court does not go unchecked. We request that the Committee, in its report or through direct referral, urge the Office of the Maine Attorney General or the appropriate District Attorney to investigate the perjury and fraud that occurred in *Pierce v. Rinaldi*. Justice Billings’s failure to act should not mean that the perpetrators get away with perjury. The plaintiffs lied under oath, and their attorney may have facilitated it. These are potential crimes (perjury, subornation of perjury) and certainly violations of attorney ethics. By referring this matter, the Committee would help restore some faith that the system can self-correct even when one judge tried to bury the truth.

Implement Measures to Prevent Recurrence: While not strictly within the scope of disciplining Justice Billings, the outcome here suggests possible systemic issues (e.g., how pro se litigants are treated in complex civil cases, or how one judge was able to ignore motions without oversight). The Committee might consider recommending judicial education or rule changes to ensure that, for instance, jurisdictional challenges are always documented and addressed, and that pro se parties are given fair opportunities to be heard. Highlighting these issues in its final report could prompt the Judicial Branch to take corrective action beyond this single case.

Mr. Rinaldi – and the public – deserve a judiciary that is accountable. When a judge perpetrates or permits a fraud on the court, as happened here, it strikes at the foundation of justice. The only way to begin to repair the damage is through a forceful response by this

Committee: acknowledging the wrong, imposing consequences, and thereby sending a message that no judge is above the law and that systemic bias and misconduct will be exposed and punished.

In closing, the complainant (Mr. Rinaldi) wants to emphasize that he pursued this complaint not out of malice, but out of a genuine desire to shine light on a grave injustice. He entered the legal system believing in its promise of fairness, and instead encountered what felt like a kangaroo court where the outcome was rigged against the truth. If this Committee acts, it can not only bring personal vindication to a wronged individual but also uphold the honor of Maine’s courts

by showing that even a judge will be held responsible for unethical conduct. We thank the Committee for its attention to this matter. We have provided specific citations to

the record and law to facilitate verification of these claims. We trust that a thorough review will corroborate the allegations. We urge the Committee to do justice by recommending strong disciplinary action against Justice Daniel Billings, and by forwarding the evidence of criminal acts to prosecutors for possible charges against those who suborned or committed perjury in his courtroom.

Requested Remedy: We formally request that the Committee on Judicial Responsibility and Disability find that Justice Daniel Billings has violated Canons 1 and 2 of the Maine Code of Judicial Conduct (specifically Rules 1.2, 2.2, 2.3, 2.6, 2.8, 2.11, 2.15, among others) through the conduct described, and impose the maximum appropriate discipline. We further request referral of the underlying fraudulent conduct to the Maine Attorney General's Office for investigation of criminal violations (perjury, obstruction of justice). Only through such decisive action can public faith in the impartial administration of justice be partially restored after this sordid episode.

PART III: JUSTICE BILLINGS CORRUPT HANDLING OF MOTIONS AND EVIDENCE

1.25.24 Defendant's Letter to Court Regarding Recusal Order (Exhibit A)

Justice Billings' Misconduct in Ignoring Defendant's Letter
Anthony Michael Rinaldi formally wrote to Justice Daniel Billings to contest Justice John

O'Neil's improper recusal order, which falsely accused Rinaldi of misconduct and irreparably tarnished his credibility before the court. In his letter, Rinaldi directly refuted O'Neil's

slandorous assertions, emphasizing that he had at all times conducted himself with professionalism. He made clear that his website and public protest activity were lawful expressions protected by the First Amendment, not misconduct as O'Neil insinuated. Rinaldi's letter also laid out that he had been systematically denied due process for nearly three years. Critical motions were never ruled upon, the factual merits of the case were deliberately avoided, and judicial officers continually sidestepped their obligation to address the issues raised.

Despite these glaring violations, Justice Billings chose to ignore Rinaldi's submission entirely, refusing to acknowledge or act on the defendant's legitimate objections.

In doing so, Billings effectively ratified O'Neil's baseless claims and further deprived Rinaldi of

a fair hearing. He disregarded the defense's core assertions that the plaintiffs' claims were

frivolous, factually contradictory, and based on shifting narratives. Rinaldi's letter specifically

detailed how the plaintiffs altered their story mid-case, how their law firm, Bernstein Shur,

appeared to exercise undue influence over the process, and how Rinaldi was obstructed from

obtaining public records critical to his defense.

Justice Billings' refusal to even acknowledge these concerns was not judicial oversight—it was willful misconduct. By ignoring the letter, Billings perpetuated the denial of due process, endorsed the plaintiffs' abuse of procedure, and signaled that this court would not hold itself accountable to the basic standards of fairness. His silence was not neutrality; it was complicity in a legal charade designed to protect the plaintiffs and their powerful counsel while silencing a pro se litigant.

1.29.24 Defendant's Motion to Dismiss 12(b)(1) (Exhibit B)

Anthony Michael Rinaldi, acting pro se, moves to dismiss the lawsuit brought by Drew Pierce and Janice Lariviere for lack of subject matter jurisdiction under Maine Rule of Civil Procedure

12(b)(1). He argues that the plaintiffs lack standing because their claimed damages are hypothetical and speculative, not actual or concrete. Rinaldi asserts that the plaintiffs never purchased another home and that their alleged financial damages, including increased property costs, attorney fees, and rate lock expenses, either never materialized or were self-inflicted, failing to establish the required injury-in-fact, causation, or redressability under standing doctrines.

Rinaldi contends the plaintiffs' allegations of contract breach are based on false statements and omissions, including misleading text messages and withheld appraisals. He insists the plaintiffs, not he, breached the contract through anticipatory repudiation, failure to pay for substantial upgrades, and other misconduct, making their claims frivolous and barred by numerous legal defenses like fraud on the court, judicial estoppel, and unclean hands. Rinaldi urges dismissal of what he calls "the worst abuse of the legal system in Maine history" so he can move on with his life.

2.1.24 Plaintiff's Letter to Court Spickler Order (Exhibit C)

Summary of Document

- The plaintiffs (Pierce & Lariviere), through counsel (Attorney James Monteleone), write to the Court on February 1, 2024, in Pierce v. Rinaldi to request a status conference.
- Attorney Monteleone references Justice O'Neil's prior recusal order, describing it as "a result of the defendant's conduct in the litigation."
- Plaintiffs ask the Court to set a conference to discuss next steps and scheduling given Justice O'Neil's recusal.
- The letter cites concerns about the defendant's "continued conduct that interferes with the administration of justice and places unreasonable demands on court staff and judicial resources."
- Monteleone asserts that the defendant's actions necessitate court intervention to "maintain order" in the proceedings.
- The letter requests that any future motion practice be held in abeyance until the

conference occurs.

Plaintiffs Presented No Evidence for Such an Order

- **Lacks Specific Facts:** The letter contains conclusory statements accusing the defendant of misconduct and disruption but does not attach or cite any specific evidence (e.g., affidavits, exhibits, transcripts, quotes) to substantiate those accusations. For instance:
 1. No examples of how Rinaldi's conduct interfered with justice.
 2. No details about "unreasonable demands" allegedly placed on staff.
 3. No references to specific filings, statements, or actions by Rinaldi supporting the claimed disruption.

Relies on Recusal Order without New Evidence:

The letter leans heavily on Justice O'Neil's recusal order but does not present any new evidence of misconduct. It essentially repeats the recusal order's language without independent factual development or corroboration.

No Legal or Factual Basis for Abeyance:

The letter requests that the court halt motion practice until the conference but offers no legal authority or factual showing why this is necessary. Courts require actual facts—not speculation—to justify limiting a litigant's access to file motions.

Fails to Address Defendant's Claims:

The letter doesn't rebut Rinaldi's prior assertions that his website and protest activities were lawful, nor does it counter the evidence Rinaldi claims he has submitted showing the plaintiffs' alleged misconduct or misrepresentations.

Conclusion:

In essence, while the plaintiffs' letter seeks to influence court procedure, it reads as an advocacy piece rather than an evidence-backed request. It calls for court action but does not prove with specific facts that Rinaldi's conduct justifies the restrictions sought.

2.9.24 Letter to Court Frivolous Spickler (Exhibit D)

Summary: Anthony Rinaldi writes to Justice Billings to respond to the plaintiffs' letter dated

February 1, 2024. He argues that the plaintiffs' accusations of frivolous and vexatious litigation are baseless and appear only after three years of litigation, suggesting the timing is strategic because plaintiffs know they cannot effectively oppose his pending Rule 12(b)(1)

Motion to Dismiss for lack of subject matter jurisdiction.

Rinaldi asserts that the plaintiffs' alleged injuries are purely hypothetical and that they lack

evidence to prove causation or actual damages, undermining standing. He disputes plaintiffs'

characterization of his motion as relying solely on plaintiffs' non-residency, clarifying that his

primary argument is the speculative nature of their damages.

He criticizes the plaintiffs' earlier filings, particularly the May 2021 emergency hearing,

where he claims plaintiffs blindsided him with new affidavits and an entirely new narrative

unrelated to their original complaint. He accuses plaintiffs' attorney, James Monteleone, of

misleading the court, including making false statements about an affidavit that does not

exist. Rinaldi cites deposition testimony where plaintiff Drew Pierce admitted not knowing

why the property closing fell through, contradicting prior representations. Rinaldi strongly opposes a status conference, calling it unnecessary and a waste of judicial resources, arguing that resolving jurisdictional questions should take priority. He asks the court to hold off on deciding the plaintiffs' request for a conference until plaintiffs file their opposition to his dismissal motion.

2.9.24 Motion for Rule 11 Sanctions (Exhibit E)

Core Allegations

- Fraud and Abuse of Process - Rinaldi seeks sanctions under Maine Rule of Civil Procedure 11 against Attorney James Monteleone and the law firm BernsteinShur. He claims they knowingly filed frivolous, false, and malicious pleadings to defraud him.
- Conspiracy Allegations - Rinaldi alleges Monteleone, other BernsteinShur attorneys, and several real estate agents conspired to misuse the legal system to steal funds from him, describing this case as the "worst abuse of the legal system in Maine history."

Key Factual Claims

- Construction Dispute - Rinaldi built a custom home but could not afford labor costs, working himself extensively. Near closing, he discovered ~\$90,000 was paid out by his bank (Lincoln Capital) to contractors without his consent, allegedly directed by realtors involved in the deal.

- Ex Parte Complaint - Plaintiffs filed an Ex Parte Verified Complaint to attach Rinaldi's property. Rinaldi claims it was based on fabricated text messages, omitting key facts such as unpaid upgrades, paving, and escrow disputes.

- Fabricated Evidence - Rinaldi asserts that during a May 20, 2021 hearing, Monteleone misled the court by falsely claiming there was an affidavit stating the plaintiffs believed paving had been completed in blacktop. Rinaldi says no such affidavit exists, and he has

a recording disproving plaintiffs' new allegations.

- Pattern of Misconduct - He accuses Monteleone of:
 - Filing a fraudulent ex parte complaint.
 - Committing perjury in court statements.
 - Filing a frivolous cross-motion for summary judgment.
 - Abusing discovery through delay tactics and false filings.
 - Committing torts slander, wrongful use civil proceedings, abuse of process.

Systemic Issues at BernsteinShur

- Rinaldi alleges multiple BernsteinShur attorneys engaged in or failed to stop unethical conduct. He claims the firm's leadership ignored his complaints despite extensive evidence

2.20.24 Plaintiff's 9th Motion to Enlarge (Exhibit F)

Summary – Plaintiffs' Ninth Motion to Enlarge

Plaintiffs Drew Pierce and Janice Lariviere ask the Court to extend their deadline to respond to two pending filings by Defendant Anthony Rinaldi: (1) a motion to dismiss, and (2) a motion for sanctions.

They want this extension to last until the Court decides whether to allow them to file for a

"Spickler Order." A Spickler Order would restrict Rinaldi from filing motions or appeals unless

first reviewed and approved by a lawyer or the Court, to ensure they're not frivolous. Plaintiffs argue the extension is justified because:

- Rinaldi's motions allegedly show the need for a Spickler Order, as they're part of a pattern of frivolous filings meant to delay trial and increase plaintiffs' legal costs.
- Since January 2023, Rinaldi has filed about two dozen motions and four interlocutory appeals, repeatedly causing delays.

- Rinaldi's current motion to dismiss improperly raises factual arguments unsuitable for dismissal and violates the case's scheduling order, which closed the window for dispositive motions in September 2022.

- Rinaldi's sanctions motion makes broad accusations, including ethics violations against attorneys not even involved in the case.

- Rinaldi's latest appeal was dismissed outright by the Law Court as improper. Plaintiffs emphasize they have not excessively delayed the case themselves, noting their last

motion to enlarge was over a year ago, and only to adjust deadlines after Rinaldi's interlocutory appeal had stayed the case.

They conclude that an extension is necessary to avoid wasting further resources until the Court

decides whether to impose restrictions on Rinaldi's future filings.

Relief Requested:

Plaintiffs ask the Court to enlarge their deadlines to object and respond to Rinaldi's pending

motions until after the Court rules on whether to allow them to seek a Spickler Order.

Reasons Plaintiffs' Motion Should Be Denied for Lack of Evidence

1. No Evidence of Frivolous Filings

- Plaintiffs broadly accuse Rinaldi of filing "frivolous" motions to delay trial and increase costs.

- However, they do not attach or cite any specific rulings where the Court found Rinaldi's motions frivolous.

2. 3. • Mere volume of filings is not proof of frivolousness; a party has the right to file motions to protect their legal position.

No Evidence Linking Motions to Delay

- Plaintiffs claim Rinaldi's motions have delayed the trial but provide no docket entries, dates, or orders showing that any specific motions caused delay beyond normal litigation timelines.

- Courts expect complex litigation to generate motions; without proof these were baseless, the Plaintiffs' accusations are speculative.

No Factual Affidavits or Exhibits

4. • Plaintiffs submitted no affidavits, exhibits, or sworn statements verifying that Rinaldi's filings were filed in bad faith.

- Their motion relies entirely on attorney argument, which is not evidence.

Spickler Order Requires a Factual Record

5. • Courts issue Spickler Orders only where there's a factual record of persistent, documented abuse of litigation process.

- Plaintiffs have not provided the Court with factual findings, prior sanctions, or judicial warnings against Rinaldi that would justify such an extreme order.

No Explanation Why Responses Can't Proceed

- Plaintiffs offer no concrete reason why they cannot simply respond to Rinaldi's pending motions now.

- The pending motions have deadlines, and delaying responses merely postpones resolution of the case.

- Plaintiffs' request for indefinite delay until the Spickler issue is resolved risks further prolonging the proceedings.

6. Prior Delays Not Substantiated

- Plaintiffs attempt to shift blame to Rinaldi for all delays but provide no objective timeline or evidence of who caused what delay.
- Without factual proof, this is merely argument.

Conclusion:

Plaintiffs' motion should be denied because it relies on accusations without factual proof. They have not provided any admissible evidence to substantiate that Rinaldi's motions are frivolous or that responding to them now would cause unfair prejudice. The Court should require Plaintiffs to meet existing deadlines or, at minimum, provide solid evidence before granting further delay.

2.22.24 Emergency Request for Non Testimonial Hearing

(Exhibit G)

Summary: On February 20, 2024, Defendant Anthony Rinaldi wrote to the Clerk of the Cumberland County Superior Court requesting an emergency non-testimonial Zoom hearing under Maine Rule of Civil Procedure 7(g).

Purpose of Hearing Request:

- To address Plaintiffs' inability to oppose Defendant's Motion to Dismiss.
- To discuss Plaintiffs' repeated delays through their 9th Motion to Enlarge.

Defendant's Arguments:

- Plaintiffs have ignored Defendant for 6 months.
- Plaintiffs have filed nine motions for enlargement of time.
- Plaintiffs have presented no prima facie evidence or any evidence during summary judgment proceedings.
- Defendant previously requested a pre-trial conference about Plaintiffs' lack of evidence, but the request was denied, with the judge stating Plaintiffs must prove prima facie at trial.
- Defendant finds it unreasonable that Plaintiffs claim Defendant's motions are frivolous yet seek delay rather than filing an opposition.

Request:

- Defendant requests an emergency non-testimonial hearing to address these issues promptly.
- Defendant has attached "Exhibit A" to support his claims of frivolousness and to counter Plaintiffs' allegedly slanderous allegations.

2.22.24 Defendant's Opposition to Plt's 9th Motion to Enlarge

(Exhibit H)

Summary

Defendants (Rinaldi and Southern Maine Construction) strongly oppose the Plaintiffs' (Pierce and Lariviere) 9th request for more time ("Motion to Enlarge") to respond to pending motions, including Rinaldi's Motion to Dismiss for lack of subject matter jurisdiction under Rule 12(b)(1).

Rinaldi accuses Plaintiffs of:

- Making a mockery of the legal system.
- Filing a frivolous lawsuit and repeatedly delaying proceedings.
- Attacking him personally and professionally without evidence.

Rinaldi's key arguments:

- Plaintiffs have not shown good cause for an extension.
- Plaintiffs have had the Motion to Dismiss since mid-January but waited until the last minute to request more time.
- Plaintiffs claim Rinaldi's motions are frivolous and intended to delay—but provide no specific evidence

- Plaintiffs have filed 8 prior motions to enlarge, plus this one, contributing significantly to delays.
- Plaintiffs allege Rinaldi's motions don't affect jurisdiction, but Rinaldi insists his Motion to Dismiss is grounded in lack of standing and hypothetical damages, which are jurisdictional issues.
- Plaintiffs' reliance on procedural deadlines (arguing Rinaldi's motions are untimely) is misplaced because jurisdictional motions can be filed anytime.

Rinaldi further argues:

- Plaintiffs' recent filings, including their 2/1/24 letter accusing Rinaldi of frivolous litigation tactics, contain no supporting evidence.
- The Plaintiffs should have addressed any issues in their opposition to the Motion to Dismiss instead of seeking delay via a Spickler Order or gag order.
- Plaintiffs falsely blame Rinaldi for delays despite ignoring him for six months in 2021 and filing multiple motions to enlarge.

Conclusion:

Rinaldi urges the court to deny Plaintiffs' Motion to Enlarge, resolve his Motion to Dismiss for lack of jurisdiction, and end what he calls "the worst abuse of the legal system in Maine history."

3.11.24 Plaintiffs Reply Brief Motion to Dismiss & Sanctions (Exhibit I)

Summary:

Plaintiffs Drew Pierce and Janice Lariviere seek more time to respond to Defendants Rinaldi and Southern Maine Construction's motion to dismiss and motion for sanctions. They want this delay until the court rules on their earlier request for permission to seek a Spickler Order, intended to limit what they call Rinaldi's abusive filings.

Plaintiffs' Arguments:

- Plaintiffs argue they do not need to prove Rinaldi's motions are frivolous at this stage.
- They claim the motions "speak for themselves" as frivolous or baseless, citing:
- Rinaldi's Rule 12(b)(1) motion allegedly fails on its face because it does not affect the court's jurisdiction.
- Rinaldi's sanctions motion allegedly fails to show any facts supporting a Rule 11 violation.
- Plaintiffs assert Rinaldi has filed about two dozen motions in the past 14 months, which they view as tactics to delay trial and increase their legal costs.
- They note Rinaldi himself admitted using his backlog of motions as justification to delay trial settings in 2023.

Request:

Plaintiffs ask the court to extend their deadlines to oppose the pending motions until the court decides whether to issue a Spickler Order restraining Rinaldi from further allegedly frivolous or dilatory filings.

Why Plaintiffs' Argument Lacks Proof:

- Plaintiffs claim they don't need to prove Rinaldi's motions are frivolous, insisting the

motions “speak for themselves.” But simply asserting motions are frivolous without providing specific evidence or examples leaves their argument conclusory and unsupported.

- Plaintiffs vaguely state that Rinaldi’s motions fail “on their face,” yet don’t cite any specific legal flaws, facts, or precedent demonstrating how those motions are frivolous.

For instance:

- o Regarding Rinaldi’s Rule 12(b)(1) motion, Plaintiffs just say it doesn’t affect subject-matter jurisdiction but don’t analyze its text or explain why jurisdiction unquestionably exists.

- o Regarding Rinaldi’s sanctions motion, they say it doesn’t show facts for a Rule 11 violation but don’t identify the actual deficiencies in Rinaldi’s allegations.

- Plaintiffs rely heavily on the number of motions Rinaldi has filed (e.g. two dozen filings),

arguing this is evidence of dilatory tactics. But volume alone doesn’t prove frivolousness.

A party can file numerous motions that are legitimate. Plaintiffs offer no substantive analysis of the content or merit of those filings.

- Plaintiffs claim Rinaldi admitted to using motions to delay trial. But even if Rinaldi referenced his pending motions as a reason to adjust trial scheduling, that doesn’t automatically make those motions frivolous or justify halting further filings through a Spickler Order.

- Ultimately, Plaintiffs are asking the court to postpone deadlines and impose restrictions

on Rinaldi without providing concrete proof that Rinaldi’s motions are meritless, frivolous, or filed in bad faith. Courts generally require more than accusations—they require factual or legal evidence showing abuse of process.

Plaintiffs’ reply fails to prove their case because it lacks specific factual or legal proof showing

Rinaldi’s motions are frivolous. Their arguments rest largely on broad accusations and

conclusions, not on evidence or detailed legal analysis.

3.21.24 HEARING Motion to Dismiss 12(b)1, Spickler

(Exhibit J)

Context of the Hearing

- Defendant Rinaldi’s Motion to Dismiss and Motion for Sanctions

- Plaintiffs’ request for leave to seek a Spickler Order and a Gag Order

- Scheduling the trial

Justice Billings’ Conduct and Rulings

Premature Dismissal of Rinaldi’s Legal Arguments

- Justice Billings repeatedly characterized Rinaldi’s motion to dismiss as “arguing facts”

rather than testing legal sufficiency. While true that a Rule 12(b)(6) motion addresses legal sufficiency, Rinaldi explained he filed a Rule 12(b)(1) motion challenging subject

matter jurisdiction for lack of standing—a legal, not factual, issue.

- Despite this, Justice Billings treated the standing argument as purely factual and deferred it to trial, disregarding whether the pleadings alleged a sufficient concrete injury.

A court must determine standing as a threshold matter, even sua sponte. The court may err

if it refuses to examine standing merely because factual disputes exist. Standing is a legal

prerequisite to proceeding, and if lacking, dismissal is appropriate regardless of potential

factual disputes at trial.

Inconsistent Treatment of Evidence and Motions

- Justice Billings repeatedly told Rinaldi that his motions rely on “arguments” rather

than
admissible evidence.

- However, Rinaldi stated he filed extensive documentary evidence (texts, recordings, documents). Justice Billings discounted these materials as “not necessarily evidence” without examining their relevance or admissibility.

- Justice Billings also suggested that Rinaldi’s multiple motions were consuming more
resources than trial itself, casting doubt on Rinaldi’s motives for seeking pretrial resolution.

While it’s true documents require foundation for admissibility, a pro se litigant’s motions
deserve at least threshold analysis. Blanketly dismissing filings as “arguments” may
indicate bias

or misunderstanding of how summary judgment or Rule 12(b)(1) motions can be
supported by
record materials.

Minimization of Concerns About Frivolous Litigation

- Rinaldi argued he filed motions precisely because he believes the plaintiffs lack evidence
and the suit is frivolous. He raised prior issues of evidence being introduced without
notice and alleged misconduct.

- Justice Billings stated repeatedly that those were “matters for trial,” refusing to
entertain them pretrial, even though Rinaldi sought to eliminate allegedly baseless
claims before trial.

- Justice Billings implied that Rinaldi’s extensive motions practice was an attempt to
avoid
trial rather than protect his rights.

Courts should be careful not to dismiss legitimate procedural or jurisdictional motions
as mere

“stalling,” especially from a pro se party. Denying a hearing on substantive motions
without
specific analysis can raise fairness concerns.

Comments That Could Be Construed as Demeaning

- Justice Billings stated to Rinaldi: “I think this may be an example of a little
knowledge
being dangerous.”

- He elaborated that reading appellate cases can give pro se litigants a “twisted view”
of
how courts work.

- Justice Billings repeatedly suggested Rinaldi was attempting to “avoid trial,” despite
Rinaldi stating emphatically he wanted trial as soon as possible.:

Judges may certainly explain legal realities to pro se litigants. However, suggesting
that

Rinaldi’s knowledge is “dangerous,” or that his motions are frivolous without
addressing

their merits, risks creating a perception of bias or disrespect.

Procedural Ruling on Gag Order and Spickler Order

- Justice Billings ultimately denied plaintiffs’ request for leave to file a gag order,
correctly

identifying it as an extraordinary remedy unsuitable for this civil bench trial.

- However, he granted leave to plaintiffs to seek a Spickler Order (an order restricting
further filings by a litigant deemed abusive), and stayed plaintiffs’ obligation to
respond

to Rinaldi’s pending motions until after the Spickler issue is resolved.

Granting a stay on responding to motions based solely on a prospective Spickler
motion may

prejudice a litigant who seeks timely rulings. No finding was made that Rinaldi’s
pending

motions were frivolous, yet the court deferred them indefinitely. That could raise questions of fairness and due process.

Summary of Justice Billings' Misconduct

- Premature rejection of standing arguments without proper legal analysis.
- Minimization of pro se filings as mere arguments rather than considering possible evidence attached
- Comments diminishing the litigant's knowledge that could appear dismissive or biased.
- Indefinite delay of pending motions based on a possible future Spickler order, without ruling on the motions' merits.
- Dismissive tone and comments undermined Rinaldi's confidence in the court's impartiality.
- Failure to analyze jurisdictional standing arguments may represent legal error.
- Use of motions practice as grounds to question Rinaldi's motives risks chilling legitimate procedural filings.

5.8.24 Motion for Spickler Order (Exhibit K)

Relief Requested:

- A temporary Spickler Order enjoining Defendants (Anthony Rinaldi and Southern Maine Construction LLC) from filing any further motions or appeals that could delay the June

13-15, 2024 trial or post-trial proceedings unless:

- The filing is pre-screened and approved by the Court as non-frivolous, or
- The filing is signed by a licensed attorney.

Grounds Cited by Plaintiffs:

Rinaldi has allegedly engaged in:

- At least 44 motions and appeals in this case.
- Numerous filings including interlocutory appeals, mandamus petitions, motions for recusal, contempt, sanctions, amendments, misjoinder, etc.
- Using pending motions as grounds to seek trial delays (e.g., requests for continuances in

Jan 2023 and Aug/Sept 2023 trial settings)

- Filing repeated motions and appeals that allegedly lack merit and serve only to prolong proceedings.

Scope of Requested Order:

- Temporary (until final judgment).
- Preserves Rinaldi's right to file non-frivolous motions but imposes a screening mechanism or attorney certification requirement.
- Seeks to block further interlocutory appeals unless screened or attorney-signed.

Conclusion: Plaintiffs argue a Spickler Order is necessary to prevent further abuse of court

process and to ensure the long-pending matter proceeds to trial without delay.

Why Plaintiffs' Motion for Spickler Order is Frivolous

No Evidence of Frivolousness in Defendant's Filings

- Legal standard: A Spickler Order is an extreme remedy that requires a detailed showing that the litigant's filings are frivolous or abusive and intended to harass, delay, or multiply proceedings unnecessarily.

- Plaintiffs' motion lists the number of filings (e.g., 44 motions and appeals) but quantity

alone is not evidence of frivolousness.

- Some filings may have been meritorious, necessary, or compelled by Plaintiffs' own conduct or court rulings.
- Plaintiffs fail to identify specific motions that were legally baseless, nor do they

analyze

the substance of those filings to prove abuse

- Simply reciting a number of motions filed does not meet the factual burden for imposing

restrictions on a litigant's right to access the courts.

No Findings by Any Court That Defendant's Filings Were Frivolous

- Plaintiffs cite no rulings where the Court has found any of Defendant's motions or appeals frivolous.

- There's no record that the Law Court or the Superior Court has sanctioned Defendant

for frivolous filings under Rule 11 or otherwise.

- A Spickler Order without such predicate findings is premature and overreaching.

Defendant Has a Right to Use Procedural Tools

- Defendants are entitled to:

- File motions for recusal if they believe bias exists.

- Seek mandamus or interlocutory relief if there's an arguable legal basis.

- Raise procedural or substantive defenses.

- Plaintiffs' motion improperly penalizes legitimate procedural activity, transforming ordinary litigation practice into alleged "abuse."

No Showing of Bad Faith

- Courts require evidence of bad faith or improper motive for imposing a vexatious litigant order.

- Plaintiffs merely speculate that Defendants are trying to "delay trial," without proving

improper purpose.

- A party seeking to delay trial for legitimate reasons (e.g., unresolved motions) is not automatically engaging in misconduct.

- The motion lacks factual affidavits, citations to hearing transcripts, or judicial findings

demonstrating bad faith.

Proposed Order Is Overbroad

- Plaintiffs request that any filing be pre-screened or signed by an attorney.

- This is a severe limitation on the right to access the courts, especially since

Defendant

Rinaldi appears pro se in some capacity.

- The proposed relief is not narrowly tailored and risks infringing due process by imposing

blanket restrictions without a showing of necessity for each type of filing

Contradiction with Principles of Due Process

- A Spickler Order implicates significant constitutional concerns:

- Access to the courts is a fundamental right.

- Restrictions must be the least restrictive means necessary to protect court resources and the opposing party.

- Plaintiffs' motion seeks to preemptively silence future filings without showing that future filings would necessarily be frivolous.

Speculative Harms

- Plaintiffs claim Rinaldi's filings "may delay" trial.

- This is speculative. The Court controls its own docket and can deny unnecessary delays.

- Plaintiffs identify no current motion scheduled that is threatening the June 2024 trial date.

Conclusion

Plaintiffs' motion for a Spickler Order may itself be frivolous or unfounded because:

- It fails to identify specific frivolous filings.

- It provides no proof of bad faith.

- It seeks overly broad relief that infringes Defendants' due process rights.

- It relies on speculative harms rather than concrete evidence.

- It seeks to limit ordinary litigation rights merely because Defendants are vigorously

defending themselves.

A court applying the proper standard could find the motion unsupported, unnecessary, and

possibly sanctionable if it was filed for strategic advantage rather than genuine need.

5.30.24 Defendants Opposition to Plaintiffs Spickler Motion

(Exhibit L)

Summary: Anthony M. Rinaldi (Defendant), appearing pro se, vehemently opposes Plaintiffs'

motion for a Spickler Order, calling it frivolous and unsupported by evidence.

- Spickler Orders are rare and require a "detailed showing of a pattern of abusive and frivolous litigation." Defendant argues Plaintiffs have not met this standard.

Defendant contends:

- The court lacks jurisdiction until Plaintiffs prove otherwise, making it improper to consider the Spickler motion at all.

- Plaintiffs' Spickler motion is untimely and took 4 months to file despite being only 8

pages long and containing no evidence.

- Plaintiffs and their counsel (Bernstein Shur) have filed numerous frivolous motions themselves, causing delays and abuse of the legal process.

Plaintiffs' argument is that Rinaldi has engaged in excessive, frivolous filings to delay trial:

- Plaintiffs cite 44 motions and appeals by Rinaldi, including:

- 3 interlocutory appeals

- Emergency mandamus petition

- 2 motions for recusal

- Multiple motions for contempt or sanctions

- Motions to amend pleadings

- Plaintiffs claim these filings increased significantly once trial was first scheduled in Jan.

2023.

Defendant responds:

- None of his motions were frivolous, as alleged.

- Plaintiffs have not cited a single specific example of a frivolous motion or conduct.

- Plaintiffs' motion is merely a tactic to delay addressing the Defendant's own pending

12(b)(1) motion challenging jurisdiction.

Defendant emphasizes:

- No trial on the merits has occurred yet; unlike in Spickler, where the injunction followed

a full trial.

- Maine courts issue Spickler orders sparingly and only when there's no adequate remedy

at law.

- The requested order would cause irreparable harm to Defendant by restricting his ability to defend himself against alleged fraud.

Defendant cites legal standards:

- Spickler v. Key Bank (1992) requires evidence of a pattern of abuse.

- Liberty v. Liberty (2002) and other cases show courts often deny such injunctions to avoid overreach.

- Injunctive relief must meet a four-part test including irreparable injury and public interest.

Ultimately, Rinaldi argues that the Plaintiffs' Spickler motion:

- Is frivolous and abusive itself.

- Lacks any factual or evidentiary support.

- Seeks to improperly silence the Defendant's legitimate legal defenses.

- He urges the court to deny the motion in full.

6.10.24 Motion to Recuse (Exhibit M)

Defendant Anthony Rinaldi (pro se) moves to recuse Justice Billings under Maine

Rule of Civil

Procedure 63(b)(2)(A), arguing Justice Billings is biased, has ignored well-established law, and is unfairly siding with Plaintiffs. Defendant calls the case “the worst abuse of the legal system in Maine history.”

Legal Standard Cited

- Maine Code of Judicial Conduct, Rules 2.11 and 3.11: judges must recuse if impartiality might reasonably be questioned or if there’s personal bias or knowledge of disputed facts.

Supporting caselaw cited includes:

- Charette v. Charette
- Decambra v. Carson
- Hughes v. Black
- Liteky v. United States
- In re United States

Main Grounds for Recusal

- 12(b)(1) Motion Ignored
 - o Defendant argues he filed a motion to dismiss under Rule 12(b)(1) for lack of subject matter jurisdiction because plaintiffs’ alleged damages are hypothetical and not concrete.
 - o Justice Billings allegedly ignored the well-established rule that the court assumes it lacks jurisdiction until plaintiffs prove otherwise.
 - o Defendant claims Justice Billings ruled on other motions and allowed proceedings to continue without resolving jurisdiction first.
 - Misunderstanding of 12(b)(1) vs. 12(b)(6)
 - o Defendant asserts Justice Billings wrongly treated the 12(b)(1) motion as though it required assuming all plaintiff allegations were true (which applies to 12(b)(6)), rather than resolving factual disputes about jurisdiction.
 - Spickler Order Leave Granted Without Evidence
 - o Justice Billings granted Plaintiffs leave to file a motion for a “Spickler Order” (an order to restrict further filings as frivolous), even though plaintiffs allegedly presented no evidence to justify it.
 - o Defendant argues this unfairly delays his motions and improperly suggests his filings are frivolous.
 - Judicial Advocacy and Bias - Defendant claims Justice Billings:
 - o Criticized Defendant’s multiple filings as wasteful.
 - o Acted like an advocate for plaintiffs during hearings.
 - o Suggested Defendant is trying to avoid trial.
 - o Called Defendant’s interlocutory appeal “frivolous” simply because it was denied, without analysis.
 - o Defendant argues that such comments show partiality and create at least an appearance of bias.
 - Unwillingness to Rule on Evidence Pre-Trial
 - o Justice Billings repeatedly insisted that only a trial—not pretrial motions—could resolve disputes about the plaintiffs’ lack of evidence.
 - o Defendant contends this is incorrect and that pretrial motions (e.g., motions to dismiss or for summary judgment) exist specifically to avoid unnecessary trials.
- Defendant’s Position
- Defendant insists his motions were properly filed, supported by evidence, and not frivolous.
 - He argues plaintiffs have no witnesses, no evidence, and damages are hypothetical.
 - He claims Justice Billings is ignoring established law and is biased in favor of plaintiffs.
 - Defendant cites his pro se status and extensive self-education in law and believes his filings should be construed liberally.
 - He seeks recusal because the law requires a judge to step aside if impartiality might

reasonably be questioned.

Relief Requested

- Recusal of Justice Billings from further proceedings in this matter.

Tone of Motion

- Strongly critical of the court's handling of the case.
- Emphasizes alleged systemic unfairness and bias.
- Cites significant personal effort by Defendant in learning and complying with legal procedures.

Rinaldi seeks Justice Billings' removal from the case, arguing that the judge's rulings and

comments demonstrate bias, a disregard for jurisdictional rules, and unfair treatment favoring plaintiffs—especially by allowing a motion for a Spickler Order without evidence,

while refusing to dismiss the case for lack of jurisdiction.

6.10.24 Request Non-testimonial Hearing (Exhibit N)

The Defendant formally requests that the court schedule a non-testimonial Zoom hearing under

Maine Rule of Civil Procedure 7(g). He emphasizes that such hearings are encouraged, quick, and easy to set up.

Key Topics the Defendant Wants to Discuss in the Zoom Hearing:

1. Jurisdiction Concerns:

- Defendant argues the court lacks jurisdiction and should dismiss the case immediately if aware of that fact.

2. Plaintiffs' Admissions:

- Claims Plaintiffs admitted their original complaint was false.

3. Multiple Inconsistent Stories:

- Alleges Plaintiffs have told four different versions of events, raising judicial estoppel issues.

4. Lack of Prima Facie Evidence:

- 5. • Notes that after three years, Plaintiffs have not presented prima facie evidence.

Lack of Evidence and Witnesses:

- Asserts Plaintiffs have no evidence left and all their witnesses have dropped out.

6. Attorney Representation Issue:

- Defendant raises concern about the possibility of being defaulted for not having an attorney, arguing he is a sole proprietor and not an LLC despite Plaintiffs' claims.

7. Correction of Business Name Spelling:

- Wants Justice Billings to correct the spelling of Defendant's business name in the record.

8. Right to Jury Trial:

- Complains Justice O'Neil denied his timely jury trial request and that Justice Billings is ignoring case law. He argues this violates his constitutional rights.

The Defendant strongly asserts that the case represents the "worst abuse of the legal system

in Maine history" and urges immediate action.

6.10.24 2nd Writ of Mandamus - Subject Matter Jurisdiction (Exhibit O)

Petitioner requests the Supreme Judicial Court to

- Prohibit Justice Billings from exercising discretion until he addresses the Defendant's pending Motion to Dismiss under Rule 12(b)(1) for lack of subject matter jurisdiction.

- Issue a Writ of Mandamus directing Justice Billings to rule on:

- o The 12(b)(1) Motion to Dismiss.

- o Defendant's Motion for Rule 11 Sanctions.

Core Claims

- The lawsuit is the “worst abuse of the legal system in Maine history.”

Plaintiff’s claims are:

- Based on hypothetical damages (no concrete injury).
- Unsupported by any evidence after over three years.
- Contradictory, with Plaintiffs allegedly telling multiple conflicting stories.

Key Allegations

- Justice Billings:
 - o Ignored Defendant’s Motion to Dismiss, which legally suspends court jurisdiction until Plaintiffs prove it exists.
 - o Allowed Plaintiffs leave to file a Spickler Order (to limit Defendant’s filings) without requiring evidence from them.
 - o Threatened to default Defendant for not having an attorney, though Defendant claims he is a sole proprietor and may represent himself pro se.

- Justice O’Neil:

- o Denied Defendant’s jury trial request.
- o Ruled against Defendant repeatedly and allegedly made numerous legal errors.

Defendant’s Evidence

- Over 20 texts and 2 recordings allegedly proving Plaintiffs breached the contract.
- Consistent factual narrative by Defendant throughout litigation.

Plaintiffs lack:

- Any supporting texts, emails, recordings, or affidavits.
- Prima facie evidence to proceed with claims.

Defendant’s Legal Position

- Rule 12(b)(1) Motion:
 - Court presumes it lacks jurisdiction until Plaintiffs prove otherwise.
 - No rulings or orders should proceed before jurisdiction is established.
 - Defendant argues motions to dismiss for lack of standing should be resolved before trial.
- Defendant has filed multiple motions, all allegedly proper and non-frivolous, but courts have refused to address the merits.

Relief Sought

- Prohibition: Prevent Justice Billings from making further rulings until jurisdiction is resolved.
- Mandamus: Compel Justice Billings to rule on Defendant’s:
 - Motion to Dismiss (12(b)(1))
 - Motion for Sanctions.

Conclusion

- Defendant claims he faces irreparable harm if forced to trial in a case lacking jurisdiction or evidence.
- Asserts courts have obstructed justice, summarily denying motions without addressing evidence.
- Petitioner emphasizes that this is a unique situation meriting emergency intervention by the Supreme Judicial Court.

TRIAL 6.11.24, 7.22.24 - 7.26.24 (Exhibit P)

The combined effect of perjured testimony and judicial misconduct rendered this trial fraudulent. Witnesses fabricated damages, denied documents, and invented conversations.

Plaintiffs’ realtor engaged in serial perjury. The presiding Justice, instead of curbing these abuses, actively abetted them through coaching, suppression of defense evidence, and hostile dismissals.

No verdict arising from such a process can stand. The trial was not merely flawed; it was

fraudulent. It demonstrates systemic failure and demands investigation by oversight bodies, sanctions for those who committed perjury, and disciplinary review of judicial conduct

Fraud on the Court in *Pierce v. Rinaldi*

I. Introduction

The trial of *Pierce v. Rinaldi* was not merely flawed but fraudulent. Witnesses committed repeated perjury on material points, while Justice Billings actively enabled false testimony through bias, coaching, and suppression of defense evidence. This report, based on the Composite Master Index (235 entries), documents how the trial collapsed under fraud on the court.

II. Escrow Lies & Misrepresentations

The most consequential fraud was the inflation of escrow from \$10,000 (appraisal requirement) to \$24,000 (fabricated). Andy Lord swore to this lie, Drew Pierce adopted it, and Billings suppressed evidence proving the truth. This manufactured \$14,000 in false damages and transformed a valid contract into a false breach.

III. Spec Sheet Manipulation

Plaintiffs relied on outdated specification sheets to fabricate obligations like exterior painting, porches, and a fourth bedroom. Updated specs (Exhibit 7) disproved these claims. Billings ignored the corrected documents and cut off defense efforts to present them.

IV. Fabricated Damages

Pierce claimed realized damages without invoices, receipts, or HUD proof. Lord shifted lender-caused costs onto the defendant. Billings permitted speculative damages to stand, inflating plaintiffs' claims.

V. Denial of Documentary Evidence

Lord and Pierce denied the existence of texts and emails that were in fact produced as Exhibits 16–17. Billings cut off impeachment attempts, leaving perjury unchallenged and suppressing the documentary record.

VI. Invented Meetings & Conversations

Both Lord and Pierce testified to in-person meetings that contemporaneous texts prove never occurred. These false meetings were fabricated to create a backdrop for breach claims.

VII. Judicial Coaching of Plaintiffs

Billings repeatedly intervened to assist plaintiffs, asking foundational questions, rephrasing their testimony, and curing evidentiary defects. He ceased being a neutral judge and became an advocate for one side.

VIII. Curt Dismissals of Defense

Billings routinely cut off the defense with phrases like “Move on” and “Don’t worry, yeah,” precisely when exculpatory evidence like HUDs or appraisals was raised. This denied defendant’s right to present his case

IX. Disregard of Recusal & Impartiality

When impartiality concerns were raised, Billings dismissed them outright, saying “If there is a judgment against the defendant, that’s his issue.” This violated Canon 2.11 on disqualification and undermined the legitimacy of the tribunal.

X. Minimization of Defendant’s Position

Billings trivialized defendant’s arguments and evidence as distractions or delay tactics. This repeated minimization biased the record and emboldened plaintiffs’ perjury.

XI. Fraud on the Court: Legal Analysis

Fraud on the court requires perjury, attorney misconduct, and judicial complicity. All are present

here: perjury by Lord and Pierce, counsel’s use of falsehoods, and Billings’ bias and suppression

of truth. This makes the judgment void under Rule 60(b).

XII. Remedies & Recommendations

Judicial Remedies

1. Vacatur of Judgment: Under Rule 60(b), judgments obtained by fraud on the court are

2. 3. void.

Rule 11 Sanctions: Plaintiffs’ counsel knowingly relied on perjury.

Referrals for Perjury: Andy Lord and Drew Pierce committed material perjury.

Oversight Remedies

1. 2. 3. Judicial Discipline – Justice Billings: Violated Canons 1.2 (Integrity), 2.2 (Impartiality),

2.6 (Right to Be Heard), and 2.11 (Recusal).

Bar Discipline – Plaintiffs’ Counsel: Suborned perjury and presented false evidence.

Legislative Oversight – OPEGA: This case reveals systemic vulnerabilities: judges ignoring recusal, attorneys presenting perjury unchecked, defendants silenced.

Public Policy Implications

This case exemplifies how a pro se litigant, even with overwhelming evidence, can be railroaded

by judicial bias and attorney misconduct. It demonstrates the need for stricter recusal rules,

stronger penalties for perjury, and greater legislative oversight.

Conclusion

The trial of Pierce v. Rinaldi was not a dispute fairly resolved — it was a fraudulent proceeding

where perjury was weaponized and judicial bias guaranteed its success. Every safeguard of due

process failed. The judgment is void. Oversight bodies — judicial, bar, and legislative — must

act to restore faith in the system.

I. Witness Contradictions and Fraudulent Testimony

A. Escrow Lies & Misrepresentations

Plaintiffs and realtor Andy Lord lied about escrow requirements. They claimed a \$24,000

escrow was required, yet the appraisal required only \$10,000. The appraisal confirm this. This

perjury shifted blame onto the Defendant for a failed closing.

B. Fabricated Damages

Plaintiffs invented losses: they attributed HVAC and upgrade costs to the Defendant when Drew

Pierce himself ordered the work. They alleged Defendant refused to sell out of greed, when

texts prove he objected to illegal escrow manipulation. Damages were fabricated by Plaintiffs’

conduct not Defendant.

C. Denial of Documentary Evidence

Lord and Pierce concealed or denied texts, emails, and spec sheets. They denied circulating

corrected specs, though discovery revealed versions with Dotloop stamps. They denied contract

breaches were raised in texts, though Defendant explicitly wrote “the buyers are refusing to

honor the contract.” This constitutes spoliation and perjury.

D. Invented Meetings & Conversations

Plaintiffs fabricated conversations at the “closing table” and alleged Defendant made in-person

demands for more money. Text records prove no such meetings occurred. These are fabrications crafted to mislead the court.

II. Judicial Misconduct by Justice Billings

A. Coaching the Plaintiffs

Justice Billings rephrased Plaintiffs’ defective questions, supplied missing foundations, and

interpreted testimony for them. This violated judicial impartiality and turned the court into an

advocate for Plaintiffs.

B. Curt Dismissal of Defense Evidence

Billings ordered Defendant to “Move on” when introducing the key evidence blocked critical

evidence from reaching the record.

C. Prejudgment and Hostility

Billings characterized defense motions as “delays” and made statements such as “If there is a

judgment against the Defendant, that’s his issue,” showing hostility and presumption of

liability.

D. Failure to Uphold Due Process

By allowing fabricated damages, speculative testimony, and concealed documents while

suppressing defense objections, Billings deprived the Defendant of due process. This was

judicial misconduct, not mere error.

Conclusion

The combined effect of perjured testimony and judicial misconduct rendered this trial fraudulent. Witnesses fabricated damages, denied documents, and invented conversations.

Plaintiffs’ realtor engaged in serial perjury. The presiding Justice abetted these abuses through coaching, suppression of defense evidence, and hostile dismissals. No verdict arising

from such a process can stand. The trial was fraudulent, a systemic failure demanding oversight, sanctions, and disciplinary review.

APPENDIX: VERBATIM EVIDENCE

APPENDIX ESCROW

Entry 1

- QUOTE (Testimony): Lord (10:28): “I was sharing some of it. But these, these texts, are rather vague.”

- CONTRADICTION: He admits he withheld parts of the communication (“some of it”), but then

tries to dismiss the actual text evidence as “vague.” In reality, the texts reference specific

issues — escrow, paving, breach, and offers of money.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: This is a classic minimization tactic: acknowledging partial truth while downplaying

damaging details. A realtor has a fiduciary duty of candor to his clients. Withholding details

while claiming vagueness shows intentional concealment.

Entry 4

- QUOTE (Testimony): Andy Lord Testimony: Lord (11:30): "The problem with you not coming to

closing was because you weren't getting the money that you assumed you should get."

- CONTRADICTION: This is Lord's interpretation, not fact. The texts and testimony reference multiple issues (paving, escrow, painting, contractual breaches).

Lord reduces the dispute to a single "money issue" to protect the Plaintiffs.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: Mischaracterization of evidence under oath is false testimony. It also shows

collusion: by reframing the issue as solely "money," Lord attempts to insulate Plaintiffs from

responsibility for failing

to honor contractual obligations.

Entry 7

- QUOTE (Testimony): Lord repeatedly says, "I don't see anywhere in here where it said... all it

says is I'm not getting the money I want."

- CONTRADICTION: He says his interpretation while ignoring texts where escrow, contract

obligations, and fairness were discussed.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: This is strategic vagueness: pretending not to see inconvenient details in order to

weaken their significance. Courts recognize this as evasive testimony intended to mislead.!

Entry 52

- QUOTE (Testimony): "This is the original spec sheet of the original designs before he started

construction."

- CONTRADICTION: Admits this spec sheet predates construction, meaning changes could have

occurred later. By labeling it "original," he acknowledges other versions

exist. Exhibit(s): Exhibits

16, 17 (Texts showing escrow dispute)

- EXHIBIT(S): nan

- ANALYSIS: Shows that multiple spec sheets existed, undermining later denials.

Under Maine

contract law, the operative contract should reflect the final, agreed-upon

specifications, not

outdated drafts.

Entry 81

- QUOTE (Testimony): Realtor Andy Lord (1:19:29): 'Probably late February.'

Attorney

Monteleone (1:19:32): 'At that point in time, was there any objection raised by Mr.

Rinaldi as to

the escrow withholdings?' Realtor Andy Lord (1:19:40): 'No.'

- CONTRADICTION: Text Message Evidence (February exchange between Matt Dibiase and

Defendant):

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: The February text exchange proves that Defendant did object to the escrow

withholdings and was actively disputing them. Realtor Andy Lord's testimony at trial

that
there was “no objection” is false, directly contradicted by contemporaneous written evidence. This is a clear instance of perjury at minimum a reckless misrepresentation, with material consequences for the case’s outcome.!

Entry 82

- QUOTE (Testimony): Attorney Monteleone (1:20:24): 'And if there’s an objection, how does it go about getting resolved?' Realtor Andy Lord (1:20:27): 'We’d have to negotiate it. And then

ultimately, if we couldn’t come to agreement, we’d have to go to mediation.'

- CONTRADICTION: Despite testifying to this standard protocol, Andy did not follow it in your

case: When you objected to the escrow withholdings, Andy did not open negotiation with

you to resolve it. He did not advise mediation, nor did he set that process in motion.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: Andy Lord testified that escrow objections must be handled through negotiation

and mediation. Yet, when you objected, he bypassed those steps completely. This contradiction

reveals professional misconduct, undermines his credibility, and supports your position that the

escrow withholdings were improperly forced through.!

Entry 83

- QUOTE (Testimony): Attorney Monteleone (1:21:02): 'Does the appraiser have to do follow-up

work on that (escrow adjustments)?' Realtor Andy Lord (1:21:07): 'They would essentially have

to redo the appraisal.'

- CONTRADICTION: If the appraisal already factored in unfinished items and issued a \$10,000

escrow requirement, then saying the appraisal would need to be “redone” is false. The plaintiffs’ position directly contradicted the appraiser’s actual directive.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: Misrepresentation / Perjury: Lord’s testimony that an appraisal redo was necessary

misrepresented the facts and obscured that the plaintiffs themselves inflated escrow beyond

the appraiser’s order. Bad Faith: Plaintiffs’ demand for \$24,000 escrow created a false pretext

for termination or leverage, violating the implied covenant of good faith and fair dealing. Evidence of Causation: The sale collapsed not because the appraisal required rework,

but because plaintiffs ignored the appraisal’s directive and unilaterally demanded a larger

escrow.

Entry 84

- QUOTE (Testimony): Attorney Monteleone (1:21:19): 'Is that a process that, in your experience, happens quickly?' Realtor Andy Lord (1:21:23): 'No, it does not.'

- CONTRADICTION: Lord presents a rigid, slow system that does not align with how appraisers

actually work—especially given that the same appraiser already turned around the February

appraisal in just days.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: The February appraisal proves speed, the equity removes obstacles, and the

adjustment was minor. Lord's claim that appraisal changes "do not happen quickly" is contradicted by the facts and demonstrates a pattern of misleading testimony to shift blame onto the Defendant.

Entry 85

- QUOTE (Testimony): Attorney Monteleone (1:21:29): 'And I can just clarify based on your understanding, were any of the escrows requested by this appraisal an error?' Realtor Andy

Lord (1:21:42): 'No.'

- CONTRADICTION: This is contradicted by the appraisal itself (Exhibit 10), which limited the holdback to \$10,000. The court record and HUD statements show that plaintiffs attempted to expand that figure without appraiser authority. -Lord claimed all escrowed items were part of the "original scope of work." However, the exterior painting was not in the signed spec sheet or contract.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: Andy Lord's testimony is contradicted by the appraisal (Exhibit 10) and the written spec sheet. The escrow amount was inflated (\$24,000 vs. \$10,000 required), and at least one

escrowed item (exterior painting) was not in the contract. His statement that all escrows were correct and within the original scope is demonstrably false and misleading.!

Entry 89

- QUOTE (Testimony): Attorney Monteleone (1:29:57): 'Did Mr. Rinaldi express that items on the ALT statement constituted Mr. Pierce's breach?' Realtor Andy Lord (1:30:31): 'No.'

- CONTRADICTION: The HVAC/plumbing bill from Bissonnete was due to Drew Pierce's hiring of that subcontractor. Drew Pierce pushed for upgrades that were never properly paid for Lincoln

Capital raised the Defendant's loan payoff artificially to create escrow funds benefiting Drew.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: Lord's "No" is false and contradicted by multiple pieces of evidence (Bissonnete bill,

upgrade invoices, escrow manipulation). This undermines both his credibility and Monteleone's

framing of events, while supporting your position that Plaintiff's conduct, not Defendant's,

drove the disputed costs and loan inflation.

Entry 90

- QUOTE (Testimony): Attorney Monteleone 1:29:57

- CONTRADICTION: The record contains countless text exchanges where Mr. Rinaldi directly

complained that the escrow amounts, upgrade costs, and altered HUD/ALT statements were

breaches of the contract by Mr. Pierce. In earlier testimony, Lord acknowledged disputes over

escrows, upgrades, and who was responsible. That acknowledgment alone is inconsistent with

his blanket denial here.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: Andy Lord's denial ("No") is flatly contradicted by (1) the text messages, (2) his own prior acknowledgments of disputes, and (3) the documentary evidence of unauthorized escrow/upgrade charges. This is not just a credibility issue; it is direct perjury that undermines the Plaintiffs' narrative and supports the Defendant's argument that the Plaintiffs—not the Defendant—breached the contract first.!!

Entry 92

- QUOTE (Testimony): Attorney Monteleone (1:31:57): 'What efforts were made to try and address concerns that Mr. Rinaldi had raised?' Realtor Andy Lord (1:32:16): 'Through these messages, we were just trying to work through it.'

- CONTRADICTION: Lord gives no examples of efforts. There are no concessions, no documented actions—only vague claims. Evidence (emails/texts) shows plaintiffs only attempted to remove escrow for their benefit but failed. That is not a concession, it's self-serving.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: This testimony is unsupported and contradicted by the record.

Entry 93

- QUOTE (Testimony): Attorney Monteleone (1:32:54): 'What efforts were made to work through it?' Realtor Andy Lord (1:32:33): 'We get...' (trails off).

- CONTRADICTION: This is false. As the buyer's agent, Lord had full authority to negotiate escrow terms with lender/appraiser.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: This statement is both evasive and misleading Perjury Risk: High

Entry 94

- QUOTE (Testimony): Attorney Monteleone (1:32:54): 'Did you have the power to remove the escrow?' Realtor Andy Lord: 'No, it wasn't in my power.'

- CONTRADICTION: Another falsehood. The lender explicitly said it could be removed, just not on on day's notice.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: Shows a pattern of minimizing his own role.

Entry 95

- QUOTE (Testimony): Attorney Monteleone (1:33:17): 'Could the escrow be removed?' Realtor Andy Lord: 'No.'

- CONTRADICTION: This is contradicted by the fact that the parties signed a one-day contract extension already. They could have signed another.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: This reflects a choice not to extend, not impossibility.

Entry 98

- QUOTE (Testimony): Attorney Monteleone (1:35:22): 'Were concessions made?' Realtor Andy

Lord: 'Yes.' (Contradicted by evidence).

- CONTRADICTION: Text messages show the Defendant never demanded a specific dollar

amount to close. The \$17,800 figure comes from the Plaintiffs' offer (removing paving from escrow) — not from any demand by the Defendant.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17
- ANALYSIS: Lord falsely attributes a plaintiff-driven number to the Defendant, creating the misleading impression that Rinaldi was demanding money. This is a mischaracterization: the Defendant's consistent position was that escrow had been inflated unlawfully and had to be corrected, not that he wanted a cash payoff.

Entry 99

- QUOTE (Testimony): Realtor Andy Lord (1:37:33): '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.'

- CONTRADICTION: Dibiase's commission reduction was not a concession for Plaintiffs' benefit.

It was an internal correction due to Dibiase's own role in mishandling escrow and contract terms. It is unconscionable and legally incorrect to treat the broker's commission reduction as though it were a concession by the Plaintiffs to settle contract disputes.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: This is a deceptive framing: Plaintiffs gave up nothing. Lord and Monteleone misrepresented internal brokerage concessions as if they were bargaining chips offered by Plaintiffs, which distorts the financial reality of the deal.

Entry 100

- QUOTE (Testimony): Attorney Monteleone (1:40:05): '...' (Transcript shows Lord misframed escrow objections as greed).

- CONTRADICTION: "Attorney Monteleone 1:39:49 Contradiction: By March 4th, the Plaintiffs had already committed anticipatory repudiation (refusing to perform under the contract terms). At that point, the contract was effectively terminated by law. The Defendant had no

obligation to accept any late concessions or renegotiations from Lord or Plaintiffs."

- EXHIBIT(S): Exhibits 16, 17 (Texts showing escrow dispute)

- ANALYSIS: Lord frames his "offer" as if the Defendant rejected a reasonable concession, when in reality there was no contract left to salvage. This testimony attempts to portray Defendant as greedy or unreasonable, ignoring the fact that Plaintiffs had already breached.

Entry 101

- QUOTE (Testimony): Attorney Monteleone (1:40:37): 'Could an extension have been signed?'

Lord implied no — contradicted by evidence.

- CONTRADICTION: The text message confirms that Defendant was not demanding money but objecting to the fraudulent escrow. Lord was fully aware of the Defendant's reasoning — the escrow had to be corrected. His testimony falsely implies Defendant was stalling or inventing

excuses.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17
- ANALYSIS: This is crucial: the Defendant's words directly undercut Lord's earlier claim that

Rinaldi wanted a specific payout number. The Defendant's concern was escrow accuracy and fairness, not extracting money. Lord's selective framing of this text to the jury is misleading and borders on perjury.

Entry 104

- QUOTE (Testimony): Attorney Monteleone (1:41:50): 'What was this text about?' Cross shows

it was a response to Lord's threat about Lincoln Capital, not greed.

- CONTRADICTION: The evidence (texts, HUDs, escrow directives) shows the defendant objected because escrow funds were inflated/withheld improperly—not because of profit-seeking. Lord's framing of “greed” contradicts documentary proof that the sticking point was escrow manipulation.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: Lord misleads the court by substituting a character attack (greed) for the real, provable financial dispute (illegal escrow). This not only distorts the defendant's motive but also shifts blame away from the plaintiffs' anticipatory repudiation.

Entry 116

- QUOTE (Testimony): Q: “Loan bumped to provide funds at closing—were you aware?” / Drew:

“I don't know.” ... later: “I know there was supposed to be escrow funds held back.”

- CONTRADICTION: Back-to-back uncertainty followed by confident assertion.

- EXHIBIT(S): nan

- ANALYSIS: nan

--- APPENDIX FABRICATED DAMAGES ---

Entry 48

- QUOTE (Testimony): Billings (1:59:17, 1:59:59–2:00:13): “Was there ever an addendum ... to

reflect the corrected spec sheet?” → Lord: “No.”

- CONTRADICTION: Addendum 1 contains and/or attaches a detailed spec (e.g., “4 Bd 2.5 Bath, 2,227 Sq ft,” window & door schedules, interior/exterior finishes, insulation R-values, HVAC, electrical, tile, kitchen/bath fixtures, etc.). Buyers signed 9/14/20; Dotloop verification stamps appear throughout the spec pages. “Landing Real Estate ... Andrew Lord” appears on the face.

- EXHIBIT(S): Exhibit 1 (Pre-listing email)

- ANALYSIS: The spec pages are the scope. If Lord says “no addendum captured the corrected spec,” Addendum 1's spec attachment squarely contradicts that. Under any integration/no-oral-modification clause, only signed writings alter scope/price—precisely what this addendum undertakes to do.

Entry 86

- QUOTE (Testimony): Attorney Monteleone 1:26:24

- CONTRADICTION: Drew Pierce testified elsewhere that he did hire Bissonnette HVAC to

perform work at the property. That testimony establishes direct involvement and responsibility

by the Plaintiff in bringing in a subcontractor at the end of the project.-

- EXHIBIT(S): Invoices; texts; (add specific exhibit when uploaded)

- ANALYSIS: This exchange exposes a material contradiction between Pierce's testimony and

Lord's testimony. Pierce admits he hired Bissonnette HVAC, but Lord denies it outright. The

inconsistency undermines their credibility, highlights an attempt to shift blame and costs, and

supports the defense's position that the Plaintiffs acted outside the contract.

Entry 113

- QUOTE (Testimony): Drew: "I simply didn't have the messages... I got a new cell phone... new

phone number... couldn't recover those text messages."

- CONTRADICTION: Hardware/number-loss explanation conflicts with subsequent admission of routine deletion.

- EXHIBIT(S): nan

- ANALYSIS: nan

--- APPENDIX DENIAL OF DOCUMENTARY EVIDENCE --

Entry 2

- QUOTE (Testimony): In the same exchange, Lord says he "shared some of it" but also claims

the texts didn't say anything specific.

- CONTRADICTION: Contradiction: if the texts were vague, then there was nothing to share —

but if he shared "some of it," then the texts clearly weren't vague.

- EXHIBIT(S): Broker emails/texts; Exhibits 16, 17

- ANALYSIS: Contradictions under oath destroy credibility. Under Maine law, when a witness

contradicts themselves within the same testimony, it can be treated as evidence of intentiona

falsehood rather than simple confusion.

Entry 5

- QUOTE (Testimony): Rinaldi points out he texted: "the buyers are refusing to honor the

contract." Lord admits (15:20): "Yup."

- CONTRADICTION: He was directly included in a group conversation where the breach was

explicitly identified, but he said nothing to clarify or explain this to his own clients.

- EXHIBIT(S): Broker emails/texts; Exhibits 16, 17

- ANALYSIS: This demonstrates willful concealment. A realtor who is copied on communications

that raise contract breaches has a duty to ensure clients understand. His silence supports the

conclusion

that he knowingly kept them uninformed to manipulate the outcome.

Entry 12

- QUOTE (Testimony): (48:19) "Not that I'm aware of [any texts or emails requesting updated

specs]."

- CONTRADICTION: No documentary record exists of any request for updated specs before

signing.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: His testimony depends entirely on vague, undocumented claims. If this was truly

important, there would be written requests, not after-the-fact verbal excuses.

Entry 25

- QUOTE (Testimony): Lord: "We had requested the corrected spec sheet... Exhibit 3 is an email

from Matt Dibiase with the updated spec sheet." (40:31–40:52)

- CONTRADICTION: Lord portrays the corrected spec sheet as originating from Defendant's

agent, downplaying his role. Later admits: "I prepared the spec sheet."

(1:55:29–1:55:33)

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Contradiction = perjury. Misleads court into believing Defendant introduced the

changes, when in fact Lord drafted Addendum One for Plaintiffs.

Entry 31

- QUOTE (Testimony): Defendant: "Text messages show it was supposed to be signed back in

September."

- CONTRADICTION: Discovery produced two versions of same email, one with Lord's signature

block under Sarah MacDonald's message.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Indicates tampering or fabrication of evidence to obscure chain of custody of

Addendum

Entry 35

- QUOTE (Testimony): Andy Lord Testimony: Defendant Rinaldi (2:03:03): "So there's no text

between me and you." Lord (2:03:06): "I have no idea."

- CONTRADICTION: Defendant produced texts and recordings showing drywall discussions, and

a request to "drywall the garage."

- EXHIBIT(S): Broker emails/texts; Exhibits 16, 17

- ANALYSIS: Lord falsely claimed ignorance of texts. This is an intentional misrepresentation

designed to conceal corroborating evidence.

Entry 44

- QUOTE (Testimony): Rinaldi: "I have text messages... you ask me sign extensions. You ask me

to sign things."

- CONTRADICTION: Concrete evidence that Lord did in fact request signatures in other contexts.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Shows that Lord could and did facilitate signatures, destroying his "I can't" defense.

Entry 46

- QUOTE (Testimony): Spec sheet unsigned + contradictory testimony + text evidence.

- CONTRADICTION: Lord's excuses collapse under scrutiny; testimony proven false.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Contract law requires signed amendments. Maine courts enforce integration

clauses strictly. Plaintiffs' reliance on this is legally baseless.

Entry 63

- QUOTE (Testimony): Attorney Monteleone (56:10): 'Move admission of Plaintiff's Six.'

Defendant Rinaldi (56:12): 'I object. It's not the original, it's a forwarded email...

Nor is there an

attachment.'

- CONTRADICTION: The email states "attached," but nothing was attached in Exhibit 6. Lord

swore the exhibit satisfied the financing contingency

- EXHIBIT(S): Exhibit 6 (NOT application letter)

- ANALYSIS: An email without its promised attachment cannot fulfill a contractual financing

obligation. The Plaintiffs failed to meet the requirement.

Entry 64

- QUOTE (Testimony): Defendant Rinaldi: 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.

- CONTRADICTION: Two conflicting versions of the same "original" exist. At least one must have

been altered or fabricated.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Producing contradictory versions indicates spoliation or document tampering.

Lord's testimony adopting it as legitimate was false

Entry 65

- QUOTE (Testimony): Defendant Rinaldi 59:06

- CONTRADICTION: Plaintiffs removed part of the email chain. Lord still testified it was the true

application letter.

- EXHIBIT(S): Exhibit 6 (NOT application letter)

- ANALYSIS: Editing a forwarded section destroys authenticity. The omission was intentional,

concealing context. Lord's testimony that it was complete was perjury.

Entry 66

- QUOTE (Testimony): Attorney Monteleone (59:38): 'It's missing the attorney-client communication at the top of the page in which a client's agent communicated with the attorney about the document.'

- CONTRADICTION: Monteleone says the forward section was removed and then says that's

why it's there completely contradicting himself

- EXHIBIT(S): Exhibit 6 (NOT application letter)

- ANALYSIS: Contract required lender-issued confirmation. Exhibit 6 fails this standard. Because

Plaintiffs never satisfied the financing contingency, they were in breach. Lord's testimony

created the illusion of compliance where none existed.

Entry 73

- QUOTE (Testimony): Attorney Monteleone (1:10:41): 'Now the closing date — how many

times was the closing date extended out?' Realtor Andy Lord (1:10:51): 'Multiple.' Attorney

Monteleone (1:10:55): 'A rough estimate of how many times?' Realtor Andy Lord (1:11:00):

'Four to five.' Attorney Monteleone (1:11:07): 'Were any of those extensions due to delays

caused by the buyer?' Realtor Andy Lord (1:11:27): 'None, no.'

- CONTRADICTION: Text Message (Matt Dibiase to Defendant): "Closing is getting pushed lender

decision." Buyer also requested a massive amount of upgrades, which universally delay

construction.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Lord’s testimony is directly disproven. At least one extension was entirely caused by the buyer’s lender, and others were delayed by upgrades. His “none” statement is a deliberate falsehood.

Entry 77

- QUOTE (Testimony): Lord (Direct, 1:11:27): “None, no.” (in response to whether buyer caused any delays)
- CONTRADICTION: Text Message (Matt Dibiase to Defendant): “Closing is getting pushed lender decision.” Buyer also requested a massive amount of upgrades, which universally delay construction.M
- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Lord’s testimony is directly disproven. At least one extension was entirely caused by the buyer’s lender, and others were delayed by upgrades. His “none” statement is a deliberate falsehood.

Entry 87

- QUOTE (Testimony): Attorney Monteleone 1:28:01
- CONTRADICTION: Evidentiary Reliability: Lord’s statement is speculative, hearsay, and contradicted by both text messages and the Defendant’s sworn denial. Under Maine Rules of Evidence (similar to FRE 801-802), this should not have been admitted as substantive fact.
- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Andy Lord’s testimony in this excerpt is false and contradicted by documentary evidence (text messages). His statement is also inadmissible hearsay, as he cannot testify to what Defendant “expected” or “refused” without direct communication. The evidence shows there was no such interaction on March 4 or 5, making Lord’s claim not only unreliable but also potentially perjurious.!!

Entry 88

- QUOTE (Testimony): Attorney Monteleone (1:29:38): 'Did any of these expenses relate to Drew?' Realtor Andy Lord (1:29:56): 'No.'
- CONTRADICTION: Evidentiary Reliability: Lord’s statement is speculative, hearsay, and contradicted by both text messages and the Defendant’s sworn denial. Under Maine Rules of Evidence (similar to FRE 801-802), this should not have been admitted as substantive fact.
- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Andy Lord’s testimony in this excerpt is false and contradicted by documentary evidence (text messages). His statement is also inadmissible hearsay, as he cannot testify to what Defendant “expected” or “refused” without direct communication. The evidence shows there was no such

interaction on March 4 or 5, making Lord's claim not only unreliable but also potentially perjurious.

Entry 91

- QUOTE (Testimony): Attorney Monteleone (1:31:03): 'In Exhibit 16 line 67, what's Mr. Rinaldi

communicating?' Realtor Andy Lord (1:31:42): '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.'

- CONTRADICTION: This text shows the plaintiffs refusing to honor the contract, not the

defendant. Yet plaintiffs claim Rinaldi was the breaching party.

- EXHIBIT(S): Exhibit 2 (P&S; Addendum); Exhibit 7 (Spec Sheet)

- ANALYSIS: There is no counter-text from plaintiffs supporting that Rinaldi breached. The

plaintiffs' reliance on this group text undermines their own narrative.

Entry 96

- QUOTE (Testimony): Attorney Monteleone (1:33:49): 'Was there time for another extension?'

Realtor Andy Lord: 'No, there wasn't time.'

- CONTRADICTION: Texts between Matt Dibiase and Lord show Lord actually agreed with Rinaldi

and never contradicted him at the time.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: This is perjury.

Entry 97

- QUOTE (Testimony): Attorney Monteleone (1:35:03): 'Did Mr. Rinaldi say...?'

(Transcript shows contradiction with texts).

- CONTRADICTION: Makes no sense logically. If plaintiffs truly believed defendant breached, the

wouldn't make concessions to close—they'd hold defendant liable.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Shows plaintiffs' conduct contradicted their trial narrative.

Entry 103

- QUOTE (Testimony): Attorney Monteleone (1:41:39): 'What was your understanding of why

not?' Realtor Andy Lord (1:41:39): 'That he was trying to make more money, being greedy.'

- CONTRADICTION: Drew testified that he was not involved in communications about why the

closin failed. Yet Lord testifies that Drew was physically present at the table with him. This

directly undermines

Drew's claim of ignorance—he was not only "involved" but sitting with the key actors.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: This demonstrates either (a) Drew misled the court about his role, or (b) Lord is

overstating his testimony. Either way, one of them is untruthful. It also raises credibility issues

because if Drew was present, he necessarily had contemporaneous knowledge of why the deal

was collapsing.

Entry 105

- QUOTE (Testimony): Attorney Monteleone 1:41:50

- CONTRADICTION: Under cross, Lord admitted this text was made in response to his own threat that Lincoln Capital would take the house—not as a statement of greed or market-flipping by the defendant.

- EXHIBIT(S): Exhibits 16, 17 (Texts showing escrow dispute)

- ANALYSIS: Lord knowingly recontextualizes the text to imply greed, despite his own cross-exam admission that it was a defensive response to a threat from the lender. This is misleading testimony: the statement “I could have it sold next week” was about protecting himself from foreclosure, not trying to gouge the plaintiffs.

Entry 109

- QUOTE (Testimony): Defendant: “Any texts, emails, recordings that indicate I breached...?” /

Drew: “I’m not an attorney... I don’t know how to answer that.”

- CONTRADICTION: Despite a sworn complaint alleging breach, Pierce professes no knowledge of any texts/emails/recordings showing breach.

- EXHIBIT(S): nan

- ANALYSIS: nan

Entry 114

- QUOTE (Testimony): Drew: “I don’t need my messages... I typically delete it.”

- CONTRADICTION: Routine deletion contradicts earlier inability to recover due to device/number change.

- EXHIBIT(S): nan

- ANALYSIS: na

--- APPENDIX INVENTED MEETINGS & CONVERSATIONS ---

Entry 3

- QUOTE (Testimony): Lord (10:53–11:15): “I attempted to call you multiple times, many times...”

If we could have had a conversation, I would definitely be able to tell Drew exactly what the problem was.”

- CONTRADICTION: He blames Rinaldi for not answering calls, instead of acknowledging that he was in the same room as Drew and could have spoken to him directly.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Blame shifting is evasive. The law is clear: agency duty runs to the client. Lord owed

Drew and Janice full disclosure regardless of his communication with Rinaldi. His excuse

highlights breach of duty and deliberate avoidance.

Entry 14

- QUOTE (Testimony): (46:31–46:36) “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.”

- CONTRADICTION: The porch wasn’t built, the fourth bedroom wasn’t finished, and nothing on site matched what he claimed. (46:01)

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: He testified to “seeing” features that did not exist at the time. This is physically impossible, proving dishonesty.

--- APPENDIX OTHER ISSUES ---

Entry 6

- QUOTE (Testimony): Rinaldi: “the paving, painting you never mentioned to them.”
Lord: “They were aware of that.”

- CONTRADICTION: His answer is inconsistent with the record. Plaintiffs’ lawsuit and affidavits never mentioned paving or painting disputes. If they truly knew, it would appear in their claims.

- EXHIBIT(S): Exhibit 2 (P&S; Addendum); Exhibit 7 (Spec Sheet)

- ANALYSIS: This is a retroactive lie: he asserts they “knew” only after being pressed. This contradicts both the Plaintiffs’ testimony and the documentary record, proving concealment and perjury.

Entry 8

- QUOTE (Testimony): At 16:08, Rinaldi asks Lord what Drew thought was happening, since Lord

was in the room. Monteleone objects (“speculation”), and Judge Billings sustains.

- CONTRADICTION: Prevents Rinaldi from exposing the fact that Drew testified in deposition that he didn’t know why closing failed, which directly contradicts Lord’s claim that Plaintiffs

“were aware.”

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: This shows systemic failure: the court protected perjury by cutting off legitimate impeachment. This denial of cross-examination rights deprived the Defendant of due process under Rule 611 and constitutional fairness standards.!

Entry 9

- QUOTE (Testimony): (28:48) “It was going to be a four bedroom two and a half bath, 2269

square foot house with a farmer porch and a two car garage with a room above it.”

- CONTRADICTION: The signed purchase & sale agreement that Lord prepared says 1,900 sq. ft., 3 bedrooms, 2.5 baths. (47:05)

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: If the buyers intended a 4-bedroom, Lord’s duty was to ensure the contract reflected that. He admits knowing the specs yet still drafted and signed a smaller house contract.

Entry 10

- QUOTE (Testimony): (36:47–36:59) “Yeah, we had requested an updated scope of work.” /

“Yes [it’s common practice].”

- CONTRADICTION: Attorney Monteleone asked if it’s common practice to sign a contract that

doesn’t match what’s being built, and Lord answered “Yes.”

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: No competent realtor allows clients to sign knowingly inaccurate contracts.

Addendums exist precisely to prevent this. Claiming it’s “normal” undermines his credibility.

Entry 11

- QUOTE (Testimony): (1:49:08) “Because we didn’t have a full spec sheet. Was just a picture of

the front of the Contradiction: Lord had an August 5th rendering showing the new design and

admits he knew the square footage. He also admits addendums are normally used:
(45:20) “Or

we do an addendum.”

- CONTRADICTION: nan

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: His excuse collapses: he could have used the rendering and an addendum to clarify

the deal. Instead, he let his clients sign a knowingly wrong contract.

Entry 13

- QUOTE (Testimony): (46:38) “We waited for the updated contract or the updated spec sheet

to come back.”

- CONTRADICTION: The updated sheet wasn’t produced until a month later, and only because

the appraiser requested it, not the plaintiffs or Lord.

- EXHIBIT(S): Exhibit 10 (Appraisal \$10k); HUD March 4/5; Exhibits 16, 17

- ANALYSIS: His narrative that they were “waiting” contradicts reality: neither he nor the

plaintiffs demanded a corrected contract at signing.

Entry 15

- QUOTE (Testimony): (49:27) “My testimony is that the contract offer...was based on a four

bed, two and a contradiction: The written, executed contract clearly contradicts him.

- CONTRADICTION: nan

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Courts rely on written agreements. His insistence that the contract “was based on”

a four-bedroom is an attempt to override the plain language of the signed document.

Entry 16

- QUOTE (Testimony): “This is the original spec sheet of the original designs before he started

construction.”

- CONTRADICTION: Admits this spec sheet predates construction, meaning changes could have

occurred later. By labeling it “original,” he acknowledges other versions exist.

- EXHIBIT(S): Exhibits 16, 17 (Texts showing escrow dispute)

- ANALYSIS: Shows that multiple spec sheets existed, undermining later denials.

Under Maine

contract law, the operative contract should reflect the final, agreed-upon specifications, not

outdated drafts.!

Entry 17

- QUOTE (Testimony): Attorney Monteleone (27:09): 'Now, are you aware whether the house

Mr. Rinaldi was building was previously listed?' Realtor Andy Lord (27:17): 'It was.' Attorney

Monteleone (27:36): 'Now when you received Exhibit One in early August of 2020, was the

earlier listing... expired?' Realtor Andy Lord (27:49): 'Yes.'

- CONTRADICTION: Makes no sense because the MLS was expired at the time of offer. An

expired MLS cannot create binding contractual obligations.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Suggests an attempt to mislead the court into believing an expired marketing listing

governed contractual obligations. That is legally untenable.

Entry 18

- QUOTE (Testimony): Attorney Monteleone (27:36): 'Now when you received

Exhibit One in

early August of 2020, was the earlier listing expired?' Realtor Andy Lord (27:49): 'Yes.'

- CONTRADICTION: Admits that the sheet came from the MLS. Yet, since the MLS was expired,

this was a stale document and not a binding part of the agreement.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Confirms that Plaintiffs relied on outdated documents, which cannot form part of the contract.

Entry 19

- QUOTE (Testimony): “The listing was expired.”

- CONTRADICTION: Contradicts his claim that “anything attached to the MLS” becomes part of the contract. He’s effectively saying the contract was built on expired marketing material.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Shows clear illogic: expired listings cannot override the signed purchase and sale agreement. A material misrepresentation to the court.

Entry 20

- QUOTE (Testimony): “Yes.” (to whether he had access to different spec sheets)

- CONTRADICTION: Here Lord admits he had multiple spec sheets available to him. Given his

office was next to listing agent Matt Dibiase’s, it’s implausible that he only had one.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Establishes he knowingly withheld the existence of multiple versions. That

undermines his credibility and proves that later denials were false.

Entry 21

- QUOTE (Testimony): “No, this was the only one at the time of the offer.”

- CONTRADICTION: Reverses himself after Monteleone reframes the question.

Shows witness

coaching and intentional deception

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Perjury risk. This contradiction alone disqualifies his testimony as credible. It also

shows Monteleone’s role in shaping false testimony.!

Entry 22

- QUOTE (Testimony): “The property had gone under contract with some different buyers. They

had requested the upgrades, and that’s what prompted the new scope.”

- CONTRADICTION: This explanation makes no sense: if earlier buyers requested upgrades, then

by definition two spec sheets should exist—the original and the revised. His own explanation

proves that

multiple sheets existed.

- EXHIBIT(S): Exhibits 16, 17 (Texts showing escrow dispute)

- ANALYSIS: Self-contradiction. Proves there were at least two spec sheets in circulation when

Pierce made his offer. This destroys Plaintiffs’ claim that there was only one agreed scope.

Entry 23

- QUOTE (Testimony): Claiming MLS attachments controlled the contract while simultaneously

saying the MLS was expired.

- CONTRADICTION: Mutually exclusive statements: if expired, it’s not enforceable;

if binding, it
can't be expired.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Demonstrates deliberate double-speak: “out of both sides of his mouth.” Shows intent to confuse the court.

Entry 24

- QUOTE (Testimony): Works for listing agent Matt Dibiase, office next door.
- CONTRADICTION: His professional position guaranteed access to updated spec sheets.

Claiming ignorance is implausible.

- EXHIBIT(S): Broker emails/texts; Exhibits 16, 17
- ANALYSIS: Shows concealment of material facts. Raises inference of bad faith, collusion, and fraud on the court.

Entry 26

- QUOTE (Testimony): Lord: “I asked them to sign it... Drew and Janice... did.” (45:01–45:20)

- CONTRADICTION: Confirms Plaintiffs signed Addendum One in Sept 2020, proving change orders existed.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Destroys Plaintiffs’ claim at trial that “no change orders” existed.

Establishes

Addendum One as operative document on Plaintiffs’ side.

Entry 27

- QUOTE (Testimony): Justice Billings: “Was there ever an addendum... to reflect the corrected spec sheet?”

Lord: “No.” (2:00:13)

- CONTRADICTION: Flatly denies existence of Addendum One, despite earlier testimony and documentary evidence.

- EXHIBIT(S): Broker emails/texts; Exhibits 16, 17
- ANALYSIS: Clear perjury. Fraud on the court by concealing Addendum One.

Entry 28

- QUOTE (Testimony): Lord: “We couldn’t nail you down... your phone was dead three quarters of the time.” (1:57:37)

- CONTRADICTION: Excuse implausible — Lord was on-site daily or weekly and routinely asked Defendant to sign extensions. Then backpedals: “I can’t have you sign things, I don’t represent you.”

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Contradiction shows evasiveness. Texts prove Lord did solicit Defendant’s

signature, undermining credibility.

Entry 29

- QUOTE (Testimony): Defendant: “I’d like to submit... screenshots... Addendum One.” (1:55:34)

Monteleone: “Objection, I have not received a copy...” (1:55:56–1:56:45)

- CONTRADICTION: Monteleone aggressively blocked introduction of Addendum One. Claimed

lack of notice despite repeated prior disclosure.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Suppression of critical evidence = attorney misconduct. Violates duty of candor

(Maine Bar Rule 3.3).

Entry 30

- QUOTE (Testimony): Billings presses: “Was there ever an addendum... to reflect the corrected

spec sheet?” (1:59:59–2:00:13)

- CONTRADICTION: Lord doubles down and lies to the judge directly. Despite Billings’ probing,

no accountability followed.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Judicial failure: allowed perjury to stand, aiding Plaintiffs’ false narrative.

Entry 32

- QUOTE (Testimony): Addendum One had Plaintiffs’ signatures but not Defendant’s, nor

consideration for added obligations.

- CONTRADICTION: Maine law requires mutual signatures and consideration for valid

amendments.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Addendum One legally unenforceable. Plaintiffs’ reliance while denying existence =

bad faith and fraud.

Entry 33

- QUOTE (Testimony): Andy Lord (2:02:50): “I directed you to drywall the garage.”

- CONTRADICTION: Defendant’s recording admitted at trial captures Lord explicitly saying that

Drew requested the garage to be drywalled.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: This is a direct admission that drywalling was required, not per contract scope, but

due to a request by Plaintiff.

Entry 34

- QUOTE (Testimony): Defendant Rinaldi (2:02:59): “You didn’t direct me to drywall the whole

garage?” Lord (2:03:02): “No, then I said that. I believe it says...” (trails off, evasive).

- CONTRADICTION: Recording clearly shows Lord specifying the garage drywall request was

made by Plaintiff Drew Pierce.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Lord contradicts himself within seconds. First he admits directing drywall, then

backpedals. This is textbook perjury (false denial after admitting truth)

Entry 36

- QUOTE (Testimony): Lord (2:02:55): “Yeah. There has to be drywall, two layers drywall,

because a firewall between the house and the garage.”

- CONTRADICTION: Maine Building Code requires a fire separation wall between garage and

living area, not drywalling the entire garage interior.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Lord deliberately conflated code minimum firewall requirements with Plaintiff’s

extra request. This is misleading and dishonest.

Entry 37

- QUOTE (Testimony): Lord testified that the garage was not part of the scope and he did not

direct full drywall.

- CONTRADICTION: The recording and Plaintiff's later demands show the garage was indeed added to the Defendant's work obligations.
 - EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
 - ANALYSIS: By denying scope changes, Lord supported the false narrative that Defendant breached, when in fact Plaintiff was expanding scope without written addendum.
- Entry 38
- QUOTE (Testimony): Lord presented himself as merely interpreting contract scope.
 - CONTRADICTION: In reality, he acted as an agent expanding scope outside of written terms, and then denied it under oath.
 - EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
 - ANALYSIS: Violates fiduciary duties of honesty and fair dealing owed by Realtors under Maine law. Trial testimony: evasive, contradictory, misleading.
- Entry 39
- QUOTE (Testimony): Lord: "You did not [sign the updated spec sheet in September]."
 - CONTRADICTION: Correct – but the issue is why he claims Rinaldi didn't sign.
 - EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
 - ANALYSIS: Sets up his later inconsistent excuses.
- Entry 40
- QUOTE (Testimony): Lord: "Because we couldn't nail you down for anything. Your phone was dead three quarters of the time. Let's be real."
 - CONTRADICTION: Rinaldi immediately points out Lord was physically present daily or at least multiple times per week, making the "dead phone" excuse nonsensical.
 - EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
 - ANALYSIS: Excuse collapses; shows Lord was inventing justifications rather than recalling facts.
- Entry 41
- QUOTE (Testimony): Rinaldi (1:57:48): "You were there daily. So you couldn't pin me down?"
 - CONTRADICTION: Shows Lord's testimony is false — personal presence disproves excuse.
 - EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
 - ANALYSIS: Maine case law: State v. True, 438 A.2d 460 (Me. 1981) – inconsistent accounts destroy credibility.
- Entry 42
- QUOTE (Testimony): Lord (later): "I can't have you sign things. I don't represent you. I never represented you."
 - CONTRADICTION: Direct contradiction of his prior excuse. First he blames Rinaldi's inaccessibility; now he claims it wasn't his role at all.
- Exhibit(s): Cross-check with Exhibits 1–10, 16–17
- EXHIBIT(S): nan
 - ANALYSIS: Flip-flopping suggests evasiveness. Weakens his credibility as a witness.
- Entry 43
- QUOTE (Testimony): Rinaldi: "You were there constantly directing me to do things... you're definitely a very dominant person."
 - CONTRADICTION: Exposes contradiction: Lord claims he didn't represent

Rinaldi, but clearly exercised authority and control over him throughout the project.>

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Maine law views such role-shifting skeptically. Undermines Lord’s neutrality as a realtor.

Entry 45

- QUOTE (Testimony): Lord (retreats again): “If I was directed by your agent to talk to you about it, then I would.”

- CONTRADICTION: Attempts to shift responsibility again, contradicting his own admission that he previously asked Rinaldi directly.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Weakens credibility further — admission he was actively involved despite denial of representation.

Entry 47

- QUOTE (Testimony): Lord (1:59:01): “I prepare those. I would send them to his agent... if he signed them, then they’d be part of the transaction.”

- CONTRADICTION: Addendum 1 is titled “ADDENDUM TO AGREEMENT”; it lists the parties

(Seller: Anthony Michael Rinaldi; Buyers: Drew Pierce, Janice Lariviere), the property (0

Raymond Cape Rd, Raymond, ME 04071), and is a standard MAR addendum form. It contains

added construction

obligations (e.g., sheetrock work in the garage; ROW language) and a multi-page spec attachment (beds/baths, windows/doors, finishes, mechanicals). Buyers electronically signed

09/14/20 with Dotloop

verification; the addendum shows “Landing Real Estate ... Drew Pierce / Andrew Lord.”

- EXHIBIT(S): Exhibit 1 (Pre-listing email)

- ANALYSIS: Lord admits the normal process is: prepare → send → sign → part of deal.

Addendum 1 fits that exact workflow and shows Lord in the stream of preparation/routing. It

undercuts any suggestion that addenda weren’t used for substantive build terms.

Entry 49

- QUOTE (Testimony): Billings (1:59:49–1:59:59): references timing “more than five days after the original.”

- CONTRADICTION: Addendum 1 expressly says “Addendum to contract dated August 15, 2020”

and bears 9/14/20 Dotloop signatures for Buyers, showing the parties continued to formalize

material terms in writing during the open transaction window.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Even if the spec was “corrected” later, the way to make it binding is exactly this—a signed addendum. The date sequence supports course of performance consistent with written modifications.

Entry 50

- QUOTE (Testimony): Lord positions himself as the preparer of addenda when needed.

- CONTRADICTION: The addendum shows “Landing Real Estate ... Drew Pierce / Andrew Lord”

and multiple Dotloop verification links and stamps.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: This ties Lord directly to the very addendum he denied, impeaching credibility and

showing agency involvement in preparing/forwarding the writing.

Entry 51

- QUOTE (Testimony): "Attorney Monteleone (28:32): so in the build that that Mr. Rinaldi had

outlined what were the specifications of what was being built.

- CONTRADICTION: The signed purchase & sale agreement that Lord prepared says 1,900 sq. ft.,

3 bedrooms, 2.5 baths. (47:05)

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: If the buyers intended a 4-bedroom, Lord’s duty was to ensure the contract

reflected that. He admits knowing the specs yet still drafted and signed a smaller house

contract.

Entry 53

- QUOTE (Testimony): “Because anything that’s attached to the MLS listing will include as part

of the contract.”

- CONTRADICTION: Makes no sense because the MLS was expired at the time of offer. An

expired MLS cannot create binding contractual obligations.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Suggests an attempt to mislead the court into believing an expired marketing listing

governed contractual obligations. That is legally untenable.

Entry 54

- QUOTE (Testimony): “It was listed on the MLS.”

- CONTRADICTION: Admits that the sheet came from the MLS. Yet, since the MLS was expired,

this was a stale document and not a binding part of the agreement.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Confirms that Plaintiffs relied on outdated documents, which cannot form part of

the contract.

Entry 55

- QUOTE (Testimony): “The listing was expired.”

- CONTRADICTION: Contradicts his claim that “anything attached to the MLS” becomes part of

the contract. He’s effectively saying the contract was built on expired marketing material.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Shows clear illogic: expired listings cannot override the signed purchase and sale

agreement. A material misrepresentation to the court.

Entry 56

- QUOTE (Testimony): “Yes.” (to whether he had access to different spec sheets)

- CONTRADICTION: Here Lord admits he had multiple spec sheets available to him. Given his

office was next to listing agent Matt Dibiase’s, it’s implausible that he only had one.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Establishes he knowingly withheld the existence of multiple versions. That

undermines his credibility and proves that later denials were false.

Entry 57

- QUOTE (Testimony): “No, this was the only one at the time of the offer.”

- CONTRADICTION: Reverses himself after Monteleone reframes the question.

Shows witness

coaching and intentional deception.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Perjury risk. This contradiction alone disqualifies his testimony as credible. It also

shows Monteleone’s role in shaping false testimony.

Entry 58

- QUOTE (Testimony): “The property had gone under contract with some different buyers. They

had requested

the upgrades, and that’s what prompted the new scope.”

- CONTRADICTION: This explanation makes no sense: if earlier buyers requested upgrades, then

by definition two spec sheets should exist—the original and the revised. His own explanation

proves that

multiple sheets existed.

- EXHIBIT(S): Exhibits 16, 17 (Texts showing escrow dispute)

- ANALYSIS: Self-contradiction. Proves there were at least two spec sheets in circulation when

Pierce made his offer. This destroys Plaintiffs’ claim that there was only one agreed scope.

Entry 59

- QUOTE (Testimony): Claiming MLS attachments controlled the contract while simultaneously saying the MLS was expired.

- CONTRADICTION: Mutually exclusive statements: if expired, it’s not enforceable; if binding, it can’t be expired.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Demonstrates deliberate double-speak: “out of both sides of his mouth.” Shows

intent to confuse the court.

Entry 60

- QUOTE (Testimony): Works for listing agent Matt Dibiase, office next door.

- CONTRADICTION: His professional position guaranteed access to updated spec sheets.

Claiming ignorance is implausible.

- EXHIBIT(S): Broker emails/texts; Exhibits 16, 17

- ANALYSIS: Shows concealment of material facts. Raises inference of bad faith, collusion, and fraud on the court.

Entry 61

- QUOTE (Testimony): (36:47–36:59) “Yeah, we had requested an updated scope of work.” /

“Yes [it’s common practice].”

- CONTRADICTION: Attorney Monteleone asked if it’s common practice to sign a contract that

doesn’t match what’s being built, and Lord answered “Yes.”

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: No competent realtor allows clients to sign knowingly inaccurate contracts.

Addendums exist precisely to prevent this. Claiming it’s “normal” undermines his credibility.

Entry 62

- QUOTE (Testimony): Attorney Monteleone (54:10): 'So if I can refer you to Exhibit Six. What is Exhibit Six?' Realtor Andy Lord (54:18): 'This is the made application letter from the lender, right?'

- CONTRADICTION: nan

- EXHIBIT(S): Exhibit 6 (NOT application letter)

- ANALYSIS: Andy Lord perjured himself by claiming an incomplete email was the "loan

application letter." Attorney Monteleone improperly introduced Exhibit 6 while omitting the

actual lender's letter. The

financing contingency required a genuine lender-issued application letter, which was never

produced.

Entry 67

- QUOTE (Testimony): Attorney Monteleone (1:01:23): 'What was happening?'

Realtor Andy

Lord (1:01:27): 'Nothing was getting done. It was just kind of paused at that point.'

- CONTRADICTION: Defendant Rinaldi (18:13–18:50): Presented photos showing progress

between mid-August and mid-September (roof completed, porch framed, windows installed).

Lord: "What?" ... "I

was saying, you know, given the original timeline of this being done." (19:13)+

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Lord's absolute claim ("nothing was getting done") is disproven by photo evidence

showing substantial work. Under pressure, he backpedals to a relative complaint about the

timeline.

Entry 68

- QUOTE (Testimony): "The build just wasn't moving forward very quickly." (1:01:19)

- CONTRADICTION: Defendant Rinaldi (18:13–18:50): Photos show major work completed in

one month. Rinaldi: "...That's a lot of work for one person in one month." Lord: No direct

rebuttal, forced to soften position.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: The evidence shows the project was progressing quickly for a single builder. Lord's

statement is misleading.

Entry 69

- QUOTE (Testimony): "Nothing was getting done." (repeated)

- CONTRADICTION: Defendant Rinaldi (15:34): "So again, you stated that in August, September,

November, like no work was getting done, correct?" Lord: "Not a lot of work."

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: On direct, Lord claimed "nothing." On cross, he admits "not a lot."

This is a major

shift from an absolute statement to a subjective minimization.

Entry 70

- QUOTE (Testimony): Lord (earlier) suggested porch framing was observed.

- CONTRADICTION: Defendant Rinaldi (1:47:07): "Do you see a front porch being framed?" Lord:

“No.”

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
- ANALYSIS: Lord contradicts both his own earlier testimony and Drew Pierce’s affidavit that porch framing existed at contract signing.

Entry 71

- QUOTE (Testimony): Lord’s overall narrative: construction was stalled, no meaningful progress.

- CONTRADICTION: Exhibits & Defendant’s questions (18:13–18:50): Photos prove steady progress (roofing, porch, windows, framing all completed within weeks).

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Lord’s testimony exaggerates and misrepresents actual progress. His credibility is impeached by hard evidence.

Entry 72

- QUOTE (Testimony): Attorney Monteleone 1:10:55

- CONTRADICTION: Defendant Rinaldi (Cross 4:44–4:56): “There was the November extension...

the one in January... and then the last one from the fourth to the fifth. So there’s three.” Lord:

“Okay.”

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Lord inflated the number from 3 to 4–5 on direct examination. When pressed, he conceded to 3. This shows he knowingly exaggerated to make delays appear worse.

Entry 74

- QUOTE (Testimony): Lord (Direct): “Four to five.” Lord (Direct, 1:11:27): “None, no.”

- CONTRADICTION: Lord (Cross 4:56): “Okay” (after Defendant established there were 3 extensions).

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Lord retreated when confronted, exposing that his direct testimony was not based on fact. This shows a pattern of partisan misrepresentation rather than neutral fact-telling.

Entry 75

- QUOTE (Testimony): Testified as if delays were solely Defendant’s fault.

- CONTRADICTION: Documentary record + construction reality (buyer lender delays, buyer

upgrades). Exhibit(s): Cross-check with Exhibits 1–10, 16–17

- EXHIBIT(S): nan

- ANALYSIS: Lord’s testimony constitutes perjury or, at minimum, deliberate misrepresentation.

He lied about both the number and the cause of extensions, directly prejudicing the Defendant.

Entry 76

- QUOTE (Testimony): Lord (Direct, 1:11:00): “Four to five.”

- CONTRADICTION: Defendant Rinaldi (Cross 4:44–4:56): “There was the November extension...

the one in January... and then the last one from the fourth to the fifth. So there’s three.” Lord:

“Okay.”

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Lord inflated the number from 3 to 4–5 on direct examination. When pressed, he

conceded to 3. This shows he knowingly exaggerated to make delays appear worse.
Entry 78

- QUOTE (Testimony): Lord (Direct): “Four to five.” Lord (Direct, 1:11:27): “None, no.”

- CONTRADICTION: Lord (Cross 4:56): “Okay” (after Defendant established there were 3 extensions).

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Lord retreated when confronted, exposing that his direct testimony was not based on fact. This shows a pattern of partisan misrepresentation rather than neutral fact-telling.

Entry 79

- QUOTE (Testimony): Testified as if delays were solely Defendant’s fault.

- CONTRADICTION: Documentary record + construction reality (buyer lender delays, buyer upgrades).

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17
Analysis: Lord’s testimony constitutes perjury or, at minimum, deliberate misrepresentation. He lied about both the number and the cause of extensions, directly prejudicing the Defendant.

- ANALYSIS: nan

Entry 80

- QUOTE (Testimony): Attorney Monteleone 1:17:25

- CONTRADICTION: If the contract or spec sheet required “house to be painted,” then the fact that it was painted — even if imperfectly — means the condition was met. Lord’s reasoning introduces a new standard (uniform color, no touch-ups required) that wasn’t in the signed agreement. That’s a contradiction between what the contract required and what he now claims was necessary.

- EXHIBIT(S): Cross-check with Exhibits 1–10, 16–17

- ANALYSIS: Language of the Contract: If the contract only required “paint,” then Lord’s answer confirms that the condition was satisfied, undermining the Plaintiffs’ breach claim.

Minor

imperfections (different shades, areas needing touch-up) fall under punch-list or warranty items, not a contractual breach

Entry 102

- QUOTE (Testimony): Attorney Monteleone (1:40:50): ‘Who was with you at the table?’ Realtor

Andy Lord (1:41:04): ‘Drew, Janice, and the title attorney.’

- CONTRADICTION: This is contradicted by the fact that the parties signed a one-day contract extension already. They could have signed another.

- ANALYSIS: This reflects a choice not to extend, not impossibility.

Entry 106

- QUOTE (Testimony): Defendant Rinaldi 1:57:32

- CONTRADICTION: Excuse implausible — Lord was on-site daily or weekly and routinely asked

Defendant to sign extensions. Then backpedals: “I can’t have you sign things, I don’t represent you.”

- ANALYSIS: Contradiction shows evasiveness. Texts prove Lord did solicit

Defendant's
signature, undermining credibility.

Entry 107

- QUOTE (Testimony): Billings presses: "Was there ever an addendum... to reflect the corrected spec sheet?"

(1:59:59–2:00:13)

- CONTRADICTION: Lord doubles down and lies to the judge directly. Despite Billings' probing, no accountability followed.

- ANALYSIS: Judicial failure: allowed perjury to stand, aiding Plaintiffs' false narrative.

Entry 108

- QUOTE (Testimony): Defendant: "...why didn't you guys use the updated spec sheet...?" /

Drew: "I don't know."

- CONTRADICTION: Trial theory relies on the updated spec sheet, but the sworn complaint used the first spec sheet. Pierce could not explain why.

- ANALYSIS: nan

Entry 110

- QUOTE (Testimony): Drew: "I don't believe I was paying the 4000—I think they were waiving commission."

- CONTRADICTION: Filing states buyers agreed to pay \$4,000; Pierce denies paying and reframes as commission waiver.

Entry 111

- QUOTE (Testimony): Q: "You previously testified that you didn't ask for upgrades. Is that

accurate?" / Drew: "No, I didn't ask you for upgrades."

- CONTRADICTION: Minutes later Pierce concedes he likely asked to move pipes (27:14–27:21), contradicting the blanket denial.

Entry 112

- QUOTE (Testimony): Drew: "I believe I did ask you about the pipes... I could be incorrect... I'm trying to remember."

- CONTRADICTION: Walks back prior denial of any upgrades.

Entry 115

- QUOTE (Testimony): Drew: "I provided photos of all of those things... I took many photos of things that were wrong." / Q: "Have you presented any evidence?" / Drew: "Not that I recall."

- CONTRADICTION: Claims provision of photos but cannot recall presenting evidence to the court.

--- APPENDIX JUDICIAL MISCONDUCT ---

Entry 1

- Time: 00:32:00

- Quote: "...if there is a judgment against the defendant, and the law court believes I crossed any lines, they'll tell me so on appeal, so that motion is denied as well.

- Analysis of Bias: Dismisses recusal concerns; shifts accountability to appeal, undermining impartiality.

- Section: Judicial Misconduct

Entry 2

- Time: 17:47:00
- Quote: move on.
- Analysis of Bias: Curtly dismisses defendant's attempt to speak; signals impatience and disregard.

Entry 3

- Time: 17:50:00
- Quote: don't, don't worry, yeah, nonetheless, I don't take any of this.
- Analysis of Bias: Minimizes defendant's concerns in casual, dismissive tone.
- Section: Judicial Misconduct

Entry 4

- Time: 18:28:00
- Quote: Council, the plaintiff may call first witness.
- Analysis of Bias: Actively moves proceedings forward for plaintiffs, showing alignment.

Entry 5

- Time: 23:12:00
- Quote: Okay, did you provide these to Mr. Rinaldi.
- Analysis of Bias: Judge asks foundational question that helps plaintiffs introduce exhibit.

Entry 6

- Time: 23:51:00
- Quote: What's the relevance Council?
- Analysis of Bias: Invites plaintiff's attorney to justify evidence instead of neutrally weighing objection.

Entry 7

- Time: 1900-01-01 00:37:00
- Quote: I'm going to overrule the objection at this point... relevancy is pretty broad.
- Analysis of Bias: Overrules defense objection; broadens relevance standard in plaintiff's favor.
- Section: Judicial Misconduct

Entry 8

- Time: 1900-01-01 02:57:00
- Quote: It will be admitted over the objection.
- Analysis of Bias: Quickly admits plaintiff's Exhibit 1 despite defense objection.
- Section: Judicial Misconduct

Entry 9

- Time: 38:33, 43:16, 49:44
- Quote: Any objections Mr. Rinaldi... It's admitted.
- Analysis of Bias: Pattern of prompting defendant briefly before admitting plaintiff's exhibits without scrutiny.

Entry 10

- Time: 56:50–58:00
- Quote: Mr. Monteleone... Okay, go ahead.
- Analysis of Bias: Cues plaintiff's counsel to clarify and fix defects; helps admission of Exhibit 6.
- Section: Judicial Misconduct

Entry 11

- Time: 1900-01-02 11:34:00
- Quote: What about that? It's incomplete.
- Analysis of Bias: Raises arguments himself to assist plaintiff in overcoming objection.

Entry 12

- Time: 01:00:04
- Quote: ...the admissibility rules on business records are quite forgiving... I believe the plaintiff

has made appropriate showing...

- Analysis of Bias: Advocates for plaintiffs' theory on admissibility; admits document over objection.

Entry 13

- Time: 01:03:11

- Quote: I'll consider it a lay opinion from his personal experience.

- Analysis of Bias: Allows speculative witness testimony despite defense objection.

Entry 14

- Time: 01:28:58

- Quote: okay, I'm going to sustain the objection for now. But counsel continue.

- Analysis of Bias: Sustains defense objection but immediately undermines it by allowing counsel to proceed.

Entry 15

- Time: 01:42:46

- Quote: objection overruled.

- Analysis of Bias: Overrules speculation objection; favors plaintiff witness testimony.

Entry 16

- Time: 01:43:50

- Quote: Okay, any objection on admission of exhibit four? It's admitted...

- Analysis of Bias: Reminds plaintiffs about exhibit they forgot to move; admits it himself.

Entry 17

- Time: 01:57:30

- Quote: Object overruled.

- Analysis of Bias: Overrules objection to keep plaintiff's testimony line alive.

Entry 18

- Time: 1:58:42–2:00:14

- Quote: Judge personally questions Andy Lord about corrected spec sheet and addendums.

- Analysis of Bias: Acts as advocate, conducting examination that advances plaintiffs' case.

Entry 19

- Time: 2:03:42–2:04:10

- Quote: I mean, is there any objection to plaintiff exhibit 16 being admitted? ... all right, so

Plaintiff's Exhibit 16 is admitted.

- Analysis of Bias: Secures admission of plaintiff's exhibit even though plaintiffs had not moved it.

Entry 20

- Time: 2:07:53–2:07:55

- Quote: You can't just say that. You need to establish it through the witness...

- Analysis of Bias: Holds defendant to stricter standard than plaintiffs; inconsistent application of rules.

Entry 21

- Time: 00:01:00

- Quote: Please take the witness stand, So if you're going to show it if you're going to show him

any exhibits asking questions about, yeah, please identify them and then Mr Monteleone

- Analysis of Bias: Starts by directing procedure and even cues Monteleone by name, showing involvement beyond neutral instruction.

Entry 22

- Time: 04:40:00
- Quote: 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
- Analysis of Bias: Explains evidentiary rules in a way that supports the plaintiff's objection, acting like an advisor instead of neutral arbiter.

Entry 23

- Time: 05:02:00
- Quote: 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 do
- Analysis of Bias: Instructs the defendant step by step on procedure, effectively tutoring against admission rather than simply ruling.

Entry 24

- Time: 05:07:00
- Quote: for things to be admitted.
- Analysis of Bias: Editorializes about procedure, reinforcing the plaintiff's position.

Entry 25

- Time: 05:59:00
- Quote: So you did, I just the you didn't offer any of the text messages that were referenced in this witnesses. Earlier testimony, correct?
- Analysis of Bias: Steps in to highlight deficiencies in the defense's case, helping opposing counsel.

Entry 26

- Time: 07:09:00
- Quote: 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
- Analysis of Bias: Guides how the defendant may proceed without formally admitting evidence, narrowing scope of use.

Entry 27

- Time: 07:32:00
- Quote: Just show it to the witness and then ask whatever question you want to ask about it
- Analysis of Bias: Directs process, limiting defense's ability to use document freely.

Entry 28

- Time: 07:39:00
- Quote: yes, and both of you may have approached the witnesses... Just if people start to get in each other's faces... So you just save time. You don't have to ask, as long as you're being appropriate, which everybody is.
- Analysis of Bias: Overexplains procedure, placing restrictions as though anticipating misconduct; adds unnecessary commentary that frames the defense as potentially improper.

Entry 29

- Time: 12:56:00

- Quote: Right but that doesn't, this
- Analysis of Bias: Begins to editorialize mid-ruling, undercutting defense argument about business records.

Entry 30

- Time: 13:00:00

- Quote: 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.

- Analysis of Bias: Downplays defense's business record argument, essentially bolstering plaintiff's objection.

Entry 31

- Time: 14:04:00

- Quote: 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

- Analysis of Bias: Cuts off defense's attempt to clarify and admits only plaintiff's framing.

Entry 32

- Time: 14:16:00

- Quote: But so I'm going to sustain the objection because of the

- Analysis of Bias: Announces ruling in a way that validates opposing counsel's line.

Entry 33

- Time: 14:28:00

- Quote: 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 sustaining the objection.

- Analysis of Bias: Actively critiques defense presentation rather than simply ruling, reinforcing Monteleone's objection.

Entry 34

- Time: 14:53:00

- Quote: 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.

- Analysis of Bias: Preemptively insulates ruling from appellate challenge by adding commentary, which benefits plaintiffs.

Entry 35

- Time: 1900-01-01 01:46:00

- Quote: you've, you've this question's been answered.

- Analysis of Bias: Cuts off defense cross-examination, protecting witness from having to answer damaging contradictions.

- Section: Judicial Misconduct

Entry 36

- Time: 1900-01-01 02:37:00

- Quote: Is it marked?

- Analysis of Bias: Interrupts defendant's impeachment flow to insert procedural check, creating extra barrier.

- Section: Judicial Misconduct

Entry 37

- Time: 1900-01-01 03:08:00

- Quote: a prior inconsistent statements don't make a whole document admissible.

- Analysis of Bias: Explains rules in a way that reduces impact of defense

impeachment
evidence.

- Section: Judicial Misconduct

Entry 38

- Time: 1900-01-01 04:16:00

- Quote: You can't comment.

- Analysis of Bias: Stops defendant from challenging a false statement made by the witness.

- Section: Judicial Misconduct

Entry 39

- Time: 1900-01-01 09:47:00

- Quote: Objection sustained obviously you can, just as you did with this last one, the the prior

inconsistent statement itself was read and is admitted

- Analysis of Bias: Limits defense impeachment value while reinforcing plaintiff's position.

- Section: Judicial Misconduct

Entry 40

- Time: 1900-01-01 10:00:00

- Quote: but that doesn't make the whole affidavit admissible. If there are others you want to

ask him about, feel free to do that.

- Analysis of Bias: Again narrows defense impeachment tools, functioning as advisory to plaintiffs.

- Section: Judicial Misconduct

Entry 41

- Time: 1900-01-01 16:13:00

- Quote: Objection overruled

- Analysis of Bias: Though appearing favorable, the ruling comes after unnecessary delay and commentary, showing inconsistent standards.

- Section: Judicial Misconduct

Entry 42

- Time: 1900-01-01 22:12:00

- Quote: Objection overruled

- Analysis of Bias: Only overrules when witness already deflected; minimizes defense benefit.

- Section: Judicial Misconduct

Entry 43

- Time: 1900-01-01 23:48:00

- Quote: You need to focus on your questions.

- Analysis of Bias: Interrupts defense, restricting ability to provide context.

- Section: Judicial Misconduct

Entry 44

- Time: 1900-01-02 03:19:00

- Quote: I mean, he's addressed it objection sustained

- Analysis of Bias: Protects witness from further contradiction, sustaining objection without real grounds.

- Section: Judicial Misconduct

Entry 45

- Time: 1900-01-02 03:25:00

- Quote: How much time do you think you have left with this witness?

- Analysis of Bias: Interrupts to manage defense time, imposing pressure on cross-examination length.

- Section: Judicial Misconduct

Entry 46

- Time: 02:39:00
- Quote: How is that relevant?
- Analysis of Bias: Cuts off a line of questioning by asserting irrelevance without letting argument develop.
- Section: Judicial Misconduct

Entry 47

- Time: 02:42:00
- Quote: now you're going far afield. I get your point. Okay, you made the point.
- Analysis of Bias: Dismisses defense's attempt to develop testimony, restricting line prematurely.
- Section: Judicial Misconduct

Entry 48

- Time: 02:52:00
- Quote: If you want to testify, you'll get a chance. You need to ask questions.
- Analysis of Bias: Accuses defendant of testifying rather than questioning, silencing his explanation.
- Section: Judicial Misconduct

Entry 49

- Time: 02:58:00
- Quote: I understand just move on
- Analysis of Bias: Curt dismissal that again shields witness from defense follow-up.
- Section: Judicial Misconduct

Entry 50

- Time: 06:44:00
- Quote: Sustained
- Analysis of Bias: Abrupt ruling cutting off defense testimony about COVID-related construction delays.
- Section: Judicial Misconduct

Entry 51

- Time: 08:29:00
- Quote: just ask your question.
- Analysis of Bias: Stops defense from giving context, again privileging plaintiff's framing.
- Section: Judicial Misconduct

Entry 52

- Time: 11:39:00
- Quote: We've been through this
- Analysis of Bias: Terminates defense impeachment attempt prematurely.
- Section: Judicial Misconduct

Entry 53

- Time: 1900-01-01 16:20:00
- Quote: It's not a proper objection. 2022 is admitted.
- Analysis of Bias: Dismisses defendant's attempt to admit full context (Rule of Completeness).

Appears to aid plaintiff by keeping evidence one-sided

- Section: Judicial Misconduct

Entry 54

- Time: ~3:53
- Quote: Objections overruled.
- Analysis of Bias: Overrules objection to Defendant's relevance/scope point as he explains plaintiff's misidentification; swift ruling without allowing foundation suggests impatience toward defense context.

- Section: Judicial Misconduct
- Entry 55
- Time: ~4:xx
- Quote: Objection sustained.
- Analysis of Bias: Sustains hearsay objection as Defendant narrates sequence; pattern of sustaining against Defendant while he lays foundation.
- Section: Judicial Misconduct
- Entry 56
- Time: ~9:00
- Quote: Yes.
- Analysis of Bias: Admits Exhibit 17 in full but later restricts Defendant from reading portions needed for context; toggling limits Defendant's presentation.
- Section: Judicial Misconduct
- Entry 57
- Time: ~10:xx
- Quote: Well, you haven't offered the recording.
- Analysis of Bias: Interjects mid-answer to highlight a foundation gap; technically correct but used to cut off narrative flow while Defendant tries to authenticate.
- Section: Judicial Misconduct
- Entry 58
- Time: ~10:xx
- Quote: So I'm going to sustain the objection.
- Analysis of Bias: Sustains again immediately after pointing out foundation gap, preventing Defendant from explaining the meeting's significance.
- Section: Judicial Misconduct
- Entry 59
- Time: ~11:20
- Quote: These are in evidence you don't need to read them you know.
- Analysis of Bias: Cuts Defendant off while reading texts that frame his position; minimizes probative value and restricts context.
- Section: Judicial Misconduct
- Entry 60
- Time: ~11:45
- Quote: Is this meeting on the 5th?
- Analysis of Bias: Directed questioning that narrows timeline in a way consistent with plaintiff theory that termination already occurred.
- Section: Judicial Misconduct
- Entry 61
- Time: ~11:50
- Quote: So, this is after you terminated the contract?
- Analysis of Bias: Leads witness toward a concession helpful to plaintiff's breach framing.
- Section: Judicial Misconduct
- Entry 62
- Time: ~12:05
- Quote: You said that. But where did they say you're right?
- Analysis of Bias: Adopts the role of cross-examiner challenging Defendant rather than neutrally receiving testimony.
- Section: Judicial Misconduct
- Entry 63
- Time: ~12:20

- Quote: They say you can't do this to these people.
- Analysis of Bias: Supplies plaintiff-friendly interpretation of texts during Defendant's testimony.
- Section: Judicial Misconduct
- Entry 64
- Time: ~12:40
- Quote: Again that letter was offered to point out that they offered you mediation and you denied it.
- Analysis of Bias: Injects plaintiff narrative (mediation refusal) while Defendant attempts to impeach the letter's truthfulness.
- Section: Judicial Misconduct
- Entry 65
- Time: ~16:10
- Quote: Who prepared the transcripts?
- Analysis of Bias: Raises foundation issue to exclude defense-prepared transcript; neutral on its face but follows a pattern of exclusion of defense context.
- Section: Judicial Misconduct
- Entry 66
- Time: ~16:15
- Quote: So for that reason alone, if you have the actual recording... There's issues with that as well but it's not a certified transcript.
- Analysis of Bias: Preemptively signals multiple hurdles to defense evidence, discouraging its use.
- Section: Judicial Misconduct
- Entry 67
- Time: ~21:10
- Quote: The text message is OK.
- Analysis of Bias: Allows text but then...
- Section: Judicial Misconduct
- Entry 68
- Time: ~21:20
- Quote: You don't have to read the text.
- Analysis of Bias: Quickly curtails Defendant's use of the permitted exhibit; tone appears impatient.
- Section: Judicial Misconduct
- Entry 69
- Time: ~21:28
- Quote: No stop.
- Analysis of Bias: Abruptly halts Defendant mid-explanation.
- Section: Judicial Misconduct
- Entry 70
- Time: ~21:29
- Quote: No no no you're not going to, that's hearsay.
- Analysis of Bias: Shuts down background context with emphatic directive; adversarial tone.
- Section: Judicial Misconduct
- Entry 71
- Time: ~21:30
- Quote: Let's move on.
- Analysis of Bias: Forces topic change while Defendant attempts to provide foundation.

- Section: Judicial Misconduct
- Entry 72
- Time: ~22:20
- Quote: Yeah but you're stuck with them.
- Analysis of Bias: Tells Defendant he's bound by contracts as a conclusory statement during testimony which is comical because the Plaintiffs signed a contract for a 3 bedroom 1,900 sq ft home so why aren't they stuck with it.
- Section: Judicial Misconduct
- Entry 73
- Time: ~22:40
- Quote: No no no you signed, why would you sign a contract saying you're going to finish a house...
- Analysis of Bias: Sounds like plaintiff's cross; presses Defendant on reasonableness rather than letting counsel do so.
- Section: Judicial Misconduct
- Entry 74
- Time: ~22:50
- Quote: ...but you claim to be knowledgeable about building,
- Analysis of Bias: Impeaches Defendant's expertise; prosecutorial tone.
- Section: Judicial Misconduct
- Entry 75
- Time: ~23:10
- Quote: ...and you agreed to finish the house by a certain date... Why would you agree to finish the house by a certain date when you know you can't do it.
- Analysis of Bias: Continues cross-exam style challenge supportive of plaintiff theory.
- Section: Judicial Misconduct
- Entry 76
- Time: ~33:37
- Quote: You can't do this... we can't sit here all day.
- Analysis of Bias: Prevents Defendant from walking exhibits; restricts defense proof presentation.
- Section: Judicial Misconduct
- Entry 77
- Time: ~35:07
- Quote: It has not been offered.
- Analysis of Bias: Notes lack of offer on sheriff report (neutral), but in context adds friction to defense narrative flow.
- Section: Judicial Misconduct
- Entry 78
- Time: ~35:40
- Quote: Counsel.
- Analysis of Bias: Prompts opposing counsel; then
- Section: Judicial Misconduct
- Entry 79
- Time: ~35:45
- Quote: It's admitted.
- Analysis of Bias: Admits Exhibit 14 after plaintiff has no objection; shows he can admit defense evidence but earlier comments still limited narrative.
- Section: Judicial Misconduct
- Entry 80

- Time: ~38:50
- Quote: But in the March 12th email. Number one, you're talking about your March 12th response.
- Analysis of Bias: Redirects to plaintiff's selected exhibit sequence, not Defendant's broader response letter.
- Section: Judicial Misconduct
- Entry 81
- Time: ~39:10
- Quote: Well, if you turn to... is Exhibit 22 admitted?
- Analysis of Bias: Acts quasi-advocacy by guiding the record to plaintiff-useful email thread timing.
- Section: Judicial Misconduct
- Entry 82
- Time: ~39:50
- Quote: Well, you technically can't offer a letter you wrote anyway, so I understand your testimony.
- Analysis of Bias: Precludes Defendant's own letter while accepting its existence; keeps plaintiff's letter central.
- Section: Judicial Misconduct
- Entry 83
- Time: ~40:05
- Quote: So you also said in this email... 'I'm not interested in working something out.'
- Analysis of Bias: Reads plaintiff-favorable snippet to impeach Defendant's narrative of cooperation.
- Section: Judicial Misconduct
- Entry 84
- Time: ~40:20
- Quote: Well, that's a legal argument, but you were just saying it's a factual thing... On March 12th you said, I'm done.
- Analysis of Bias: Recasts Defendant's testimony to align with plaintiff abandonment theory.
- Section: Judicial Misconduct
- Entry 85
- Time: ~40:30
- Quote: So how is it relevant that it took him another month to file a suit after you told him all about it.
- Analysis of Bias: Further reframes timeline in plaintiff's favor.
- Section: Judicial Misconduct
- Entry 86
- Time: ~44:10
- Quote: Objection overruled, so I mean did all those people... get paid at your ultimate closing?
- Analysis of Bias: Overrules but immediately questions in a way that advances plaintiff's mitigation argument.
- Section: Judicial Misconduct
- Entry 87
- Time: ~44:40
- Quote: So, if none of that stuff caused you to not close with your ultimate seller,

why is it a

legitimate reason not to close with Mr. Pierce?

- Analysis of Bias: Advocacy-like causation argument aligning with plaintiff's theory.

- Section: Judicial Misconduct

Entry 88

- Time: ~45:10

- Quote: But what you're complaining... Yeah, you ultimately were ultimately paid.

- Analysis of Bias: Minimizes harm by emphasizing later payment to undercut defense

justification.

- Section: Judicial Misconduct

Entry 89

- Time: ~45:50

- Quote: Well, that would be an unpaid upgrade.

- Analysis of Bias: Re-labels Defendant's point to fit judge's chosen categories; narrows issues.

- Section: Judicial Misconduct

Entry 90

- Time: ~46:00

- Quote: Right.

- Analysis of Bias: Affirmation while steering narrative.

- Section: Judicial Misconduct

Entry 91

- Time: ~46:30

- Quote: So again, you read the contract and there's no... document suggesting you said 'Okay

I've done all these things. I need to get paid for them.'

- Analysis of Bias: Frames lack-of-documentation theme consistent with plaintiff's position.

- Section: Judicial Misconduct

Entry 92

- Time: ~48:20

- Quote: I mean, one reason is because you're threatening not to close and they don't want to.

- Analysis of Bias: Supplies plaintiff's motive to explain concessions; advocacy tone.

- Section: Judicial Misconduct

Entry 93

- Time: ~49:30

- Quote: When they asked for upgrades... we need to amend the contract before I agree to do this.

- Analysis of Bias: Admonishes Defendant with what he 'should have done,' mirroring opposing counsel's critique.

- Section: Judicial Misconduct

Entry 94

- Time: ~49:50

- Quote: Well, you're supposed to be the expert. You're supposed to be the contractor building the house.

- Analysis of Bias: Undermines Defendant's credibility/expertise in front of fact-finder.

- Section: Judicial Misconduct

Entry 95

- Time: ~1:01:32

- Quote: Yeah, I've seen the documents.

- Analysis of Bias: Cuts off further foundation about unsigned spec sheet.

- Section: Judicial Misconduct

Entry 96

- Time: ~1:01:50
- Quote: So what does that get you?
- Analysis of Bias: Challenges the legal relevance mid-testimony.
- Section: Judicial Misconduct

Entry 97

- Time: ~1:02:05
- Quote: So how can you claim that there is unpaid... If there's no spec sheet that the two of you agreed to, how can you claim that there are unpaid offerings?
- Analysis of Bias: Presses a plaintiff-favorable contradiction while Defendant testifies.
- Section: Judicial Misconduct

Entry 98

- Time: ~1:03:00
- Quote: The reason it's relevant, though, is part of your justification for not closing
- Analysis of Bias: Narrates why plaintiff's paving/painting theory matters, reinforcing their theme.
- Section: Judicial Misconduct

Entry 99

- Time: ~1:03:32
- Quote: He filed a lawsuit saying you had a contract and you breached the contract, and you're being caught up in the minutia.
- Analysis of Bias: Adopts plaintiff's core narrative and disparages Defendant's evidentiary points as 'minutia'.
- Section: Judicial Misconduct

Entry 100

- Time: ~1:04:30
- Quote: Just answer my question...
- Analysis of Bias: Interrupts and channels Defendant to judge-framed issue list, limiting explanatory context.
- Section: Judicial Misconduct

Entry 101

- Time: ~1:04:50
- Quote: So, this alleged embezzlement, unpaid upgrades.
- Analysis of Bias: Lists defense theories with skeptical phrasing; 'alleged' minimizes seriousness.
- Section: Judicial Misconduct

Entry 102

- Time: ~1:05:10
- Quote: So, and then the painting
- Analysis of Bias: Continues judge-framed checklist, steering testimony.
- Section: Judicial Misconduct

Entry 103

- Time: ~1:05:20
- Quote: And um, and the paving
- Analysis of Bias: Same steering; frames issues for plaintiff narrative.
- Section: Judicial Misconduct

Entry 104

- Time: 6:49
- Quote: So that's your defense. Because actually sitting through that day of trial, I came away with it, wondering, what is your justification for? Tell me today, what is your justification for

breaching the contract.

- Analysis of Bias: Judge challenges the defendant's defense in a manner resembling plaintiff's cross-examination, not neutral inquiry.

- Section: Judicial Misconduct

Entry 105

- Time: 7:07

- Quote: Unpaid upgrades. Did you ever submit change orders from the contract price?

- Analysis of Bias: Judge cross-examines defendant by pressing him with leading questions that favor plaintiff's contract theory.

- Section: Judicial Misconduct

Entry 106

- Time: 7:47

- Quote: Sorry, counsel, well, I didn't hear that testimony or see any exhibits that suggested that anybody was telling you... trying to do everything they could to get you to the closing table.

Nobody was telling you that it was okay not to.

- Analysis of Bias: Judge substitutes personal recollection for the record, undermining defendant's testimony and strengthening plaintiff's narrative.

- Section: Judicial Misconduct

Entry 107

- Time: 11:23

- Quote: I guess it could have relevance to that. So it's admitted. Over objection.

- Analysis of Bias: Judge overrules defendant's objection by adopting plaintiff's framing of

credibility relevance, not conducting independent analysis.

- Section: Judicial Misconduct

Entry 108

- Time: 42:50

- Quote: How is what is in the contract not relevant to the breach?

- Analysis of Bias: Judge echoes plaintiff's argument instead of weighing defendant's position

that unsigned pages should not bind him.

- Section: Judicial Misconduct

Entry 109

- Time: 43:28

- Quote: Objection overruled.

- Analysis of Bias: Judge dismisses defendant's repeated relevance objections without explanation, defaulting to plaintiff's framing.

- Section: Judicial Misconduct

Entry 110

- Time: 50:25-51:21

- Quote: Objection overruled.

- Analysis of Bias: Judge repeatedly overrules defendant's objections to contract exhibits

despite claims they were unsigned or fabricated, reinforcing plaintiff's evidence.

- Section: Judicial Misconduct

Entry 111

- Time: 1:07:45

- Quote: Right but you knew the appraiser was going to base a price... based upon what you provided.

- Analysis of Bias: Judge interrogates defendant in a prosecutorial style, aligning with plaintiff's

theory that defendant misled the appraiser.

- Section: Judicial Misconduct
- Entry 112
- Time: 1:08:52
- Quote: Well, that's a separate issue. You seem to be suggesting that because you didn't sign this it doesn't matter.
- Analysis of Bias: Judge minimizes defendant's argument about unsigned documents, reframing in plaintiff's favor.
- Section: Judicial Misconduct
- Entry 113
- Time: 1:09:17
- Quote: But the testimony here establishes you did more than change just the square footage.
- There are other changes from the previous.
- Analysis of Bias: Judge asserts a conclusion supporting plaintiff's claims, stepping into the role of fact-finder and advocate simultaneously.
- Section: Judicial Misconduct
- Entry 114
- Time: 1:32:38
- Quote: And there's change orders... But in this contract, there were changes made to the contract you apparently didn't read them, but...
- Analysis of Bias: Judge admonishes defendant for not reading contract changes, echoing plaintiff's narrative rather than staying neutral.
- Section: Judicial Misconduct
- Entry 115
- Time: 1:33:24
- Quote: But here you said, it's contractual. There's no written contract that says that Mr. Pierce would pay more than 380,500.
- Analysis of Bias: Judge reframes defendant's argument into plaintiff's position, undercutting his reliance on verbal agreements or upgrades.
- Section: Judicial Misconduct
- Entry 116
- Time: 1:33:59
- Quote: But in these text messages from the day the contract broke down, you don't bring that up.
- Analysis of Bias: Judge challenges defendant by adopting plaintiff's view of the evidence, rather than evaluating both perspectives impartially.
- Section: Judicial Misconduct
- Entry 117
- Time: 1:34:45
- Quote: Now this missing money. So you claim that your lender made payments that you never authorized. But Mr. Pierce isn't responsible for that.
- Analysis of Bias: Judge absolves plaintiff of involvement before hearing full argument, echoing plaintiff's defense theory.
- Section: Judicial Misconduct
- Entry 118
- Time: 1:35:52
- Quote: You're gonna build something contract with the sensible thing to do to say,

Hey,

before I build this, we need amend the contract make sure I get paid.

- Analysis of Bias: Judge lectures defendant in alignment with plaintiff's criticisms, rather than

allowing testimony to stand on its own.

- Section: Judicial Misconduct

Entry 119

- Time: 1:36:05

- Quote: That's what contractors do.

- Analysis of Bias: Judge generalizes industry practice to undermine defendant's testimony, reinforcing plaintiff's stance.

- Section: Judicial Misconduct

10.15.24 Letter to Court Drew Perjury (Exhibit Q)

Withholding and Suppression of Defendant's October 15, 2024 Letter Exposing Perjury by

Plaintiff Drew Pierce

Summary

This report analyzes one of the most serious potential instances of court corruption and

procedural misconduct in the litigation of Drew Pierce and Janice Lariviere v.

Anthony Michael

Rinaldi and Southern Maine Construction LLC, Cumberland County Superior Court, Docket No.

CV-2021-138.

On October 15, 2024, the Defendant submitted a letter to the Clerk of Court containing

explosive, case-dispositive evidence that:

- Plaintiff Drew Pierce committed perjury at trial by falsely testifying under oath that he never purchased another home;

- In reality, Drew Pierce purchased a comparable home in June 2023, is living in a \$750,000 property, and is attempting to sell it for a \$350,000 profit;

- The existence of this purchase obliterates Plaintiffs' claimed damages, directly undermining the court's jurisdiction and the entire premise of Plaintiffs' case.

The letter explicitly demanded immediate transmission to Justice Billings due to the magnitude

of the alleged fraud and its direct bearing on jurisdiction, damages, and sanctions.

Instead, the letter was unlawfully suppressed and withheld for approximately two weeks—a

time period during which Justice Billings issued a ruling devoid of this critical evidence. When

the letter was finally filed, Justice Billings took no action whatsoever.

This conduct—by court staff and the presiding judge—strikes at the heart of the judicial

process, due process, and public trust in the courts.

II. Content of the October 15, 2024 Letter

The letter (Exhibit "A" hereto) states the following core facts (quoted verbatim from the

document):

"It has come to the Defendant's attention that Drew Pierce purchased a home in June of

2023 (Exhibit A) but at trial UNDER OATH he claimed he never purchased another home and

acted as if he was practically homeless despite living in a 3/4 Million Dollar Home.

Worst still is

the fact that Drew is currently selling this property for a \$350,000 dollar profit. The Plaintiffs

argument is that Drew would be damaged if he purchased another home which

speculates his alleged damages when we could have figured his damages out because he did buy a home. The reason the Plaintiffs committed perjury is because he benefitted by not closing on Cape Rd. He made an additional \$250,000 so he profited therefore he WASN'T DAMAGED. The Defendant brought this to BernsteinShur's attention but they don't seem to care how fraudulent this case is. Nonetheless, it's been almost 1,300 days since this frivolous lawsuit started and the Defendant deserves this fraud on the court to end immediately and the Defendant asks that the court rule on his Rule 11 Sanctions Motion because BernsteinShur MUST BE HELD ACCOUNTABLE!!"

This is not merely an allegation—it is a factual disclosure supported by documentary evidence. If true, it:

- Proves perjury by Plaintiff Drew Pierce;
- Nullifies Plaintiffs' claim of damages;
- Destroys the premise of subject matter jurisdiction (because absent damages, there's no standing or live controversy);
- Obligates the Court to act sua sponte to protect the integrity of its judgments.

III. Procedural Misconduct by Clerk's Office

A. Same-Day Filing Practice

Historically, all prior Defendant filings were docketed the same day they were submitted. This has been the consistent practice for nearly four years in this litigation. No legitimate administrative reason exists why this document—which demanded immediate judicial attention—should be handled differently.

B. Intentional or Reckless Suppression

Instead:

- The letter was deliberately withheld for two weeks;
 - Justice Billings issued a ruling during that window, blind to the new evidence.
- Such conduct is grossly improper. The Clerk's Office has zero legal authority to withhold filings

that are:

- Properly submitted;
- Relevant to pending litigation;
- Directed to the judge's attention.

Even the Maine Rules of Civil Procedure do not grant clerks discretion to screen substantive

filings for "appropriateness." The sole role of the clerk is ministerial—filing documents, entering

them on the docket, and transmitting filings to the assigned judge.

Holding back a letter revealing perjury and potential fraud is not simply a clerical error—it is

tantamount to obstructing justice.

IV. Legal Significance of the Suppressed Evidence

A. Proof of Perjury

Plaintiff Drew Pierce testified under oath that he never bought another home.

Documentary

evidence attached to the letter proves:

- He did purchase a comparable home in June 2023;
- He is attempting to sell it for a substantial profit.

This is classic perjury under:

- 17-A M.R.S. §451 (Maine Criminal Code – Perjury);
- A fraud on the court under Maine law and federal standards (Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944)).

B. Elimination of Damages

Plaintiffs' lawsuit hinges on the claim that Drew Pierce was damaged by losing the Cape Road

property. The evidence shows

1. He bought a similar property;
2. He's profiting \$350,000 from its sale;
3. He was never homeless or financially ruined;
4. He's financially better off than he would have been if he closed on Cape Road.

Therefore, he suffered no cognizable damages.

Without damages:

- There is no cause of action.
- The Court lacks subject matter jurisdiction.
- The judgment may be void ab initio.

C. Fraud on the Court

Suppressing evidence of perjury is not merely procedural error—it is fraud on the court

because:

- It deceives the judicial process;
- It affects the integrity of the judgment;
- It prevents the truth from being heard.

A fraud on the court is one of the very few circumstances allowing a judgment to be set aside

at any time, even years later. (See Rule 60(b)(3), Maine Rules of Civil Procedure.)

V. Judicial Misconduct by Justice Billings

A. Duty to Act

Once Justice Billings received the letter, he was duty-bound to investigate:

- Whether Drew Pierce committed perjury;
- Whether the judgment must be vacated;
- Whether sanctions are warranted.

Yet the judge did absolutely nothing.

That silence:

- Destroys public confidence in the integrity of the court;
- Violates Canon 2 of the Maine Code of Judicial Conduct:
- "A judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary."
- Constitutes judicial misconduct if done knowingly.

B. Appearance of Corruption

At best, Justice Billings ignored new, case-dispositive evidence.

At worst, he intentionally refused to act to preserve a ruling that benefits the plaintiffs and

their counsel.

Either scenario creates the appearance of corruption. A judge cannot simply:

- Receive evidence of perjury;
- Know it nullifies jurisdiction and damages;
- And pretend it doesn't exist.

VI. Constitutional and Legal Consequences

This misconduct:

1. Violates the Defendant's Due Process rights under the U.S. and Maine Constitutions.
2. Constitutes potential obstruction of justice by court staff and possibly judicial misconduct.
3. Creates a basis to vacate any judgment issued under a cloud of fraud and perjury.

VII. Conclusion: A Corruption of Justice

The events surrounding the October 15, 2024 letter reveal one of the most egregious breaches of integrity and fairness imaginable in a judicial proceeding.

- A letter containing explosive evidence of perjury was:
- Explicitly directed to the judge;
- Withheld for two weeks;
- Kept out of the court's consideration before ruling.

- When it finally reached Justice Billings, he did nothing.

This is not merely clerical error. It is a systemic obstruction of justice and calls into question:

- The fairness of the trial;
- The validity of any judgment;
- The honesty and impartiality of the court itself.

10.15.24 Motion for Finding Fact 52(a) (Exhibit R)

Background

In August 2020, Anthony Rinaldi entered a contract to sell a new home for \$385,000.

Plaintiffs

Drew Pierce and Janice Lariviere requested numerous upgrades (bonus room, porch, hardwood

floors, finished garage, etc.), which increased the house size and value substantially.

Defendant

completed these upgrades under the understanding of payment.

By March 2021, the dispute centered on escrow demands and financing, not

Defendant's work.

Plaintiffs and their realtors imposed escalating escrow requirements and hidden costs, while

refusing to pay for over \$100,000 in upgrades

Procedural Abuse

- Plaintiffs repeatedly shifted their story (at least five contradictory versions) between filings, affidavits, and testimony.

- Attorney James Monteleone knowingly sued the wrong LLC and concealed the true loan

application letter that disproved Plaintiffs' financing compliance.

- Judges allowed Plaintiffs to proceed without presenting prima facie evidence, denying

defense motions without explanation.

- Plaintiffs introduced surprise affidavits at hearings, contrary to Maine law

Key Findings of Fact

1. 2. 3. No Evidence of Breach – Plaintiffs admitted under cross-examination they had no text,

email, or document showing Defendant breached.

Appraisal Manipulation – The February 2021 appraisal required only \$10,000 escrow, but Plaintiffs' realtor inflated it to \$24,000.

Spec Sheet Problems – Alleged spec sheet not referenced in contract, unsigned, and altered after execution.

4. 5. 6. 7. Realtor Misconduct – Realtors Andy Lord and Matt Dibiase pressured Defendant with

threats of foreclosure, tricked him into signing costly extensions, and misrepresented escrow requirements.

Perjury – Andy Lord's trial testimony was impeached multiple times with photos, recordings, and texts contradicting his statements.

Termination – On March 4, 2021, Plaintiffs refused to adjust escrow as contract required.

Defendant declared breach and documented it by text.

Plaintiff's Hidden Profit – After trial, evidence showed Drew Pierce purchased another

home in 2023 and resold it for a \$350,000 profit, undermining claims of damages.

Legal Conclusions

- Standing – Plaintiffs never proved actual damages; claims were speculative.

- Judicial Estoppel – Plaintiffs advanced contradictory positions that courts wrongly accepted.

- Breach of Contract – Plaintiffs, not Defendant, repudiated on March 4, 2021.

- Duress & Misrepresentation – Realtors used threats and deception to force unfair terms.

- Waiver & Failure to Mitigate – Plaintiffs refused mediation, extensions, or

reconciliation.

- Offset – Plaintiffs must pay for requested upgrades

Why This Matters

This case illustrates systemic failure in Maine's courts:

- Plaintiffs with no evidence were allowed to shift stories repeatedly.
- Judicial rulings ignored basic contract law and Rule 56 standards.
- Attorney misconduct and perjury went unchecked.

Defendant, a small builder who worked 80+ hours per week and even slept in his van to complete the build, was forced into years of litigation despite overwhelming evidence in his favor.

Conclusion

The evidence is crystal clear:

- The Plaintiffs breached first.
- They concealed upgrades, fabricated damages, and profited post-trial.
- Realtors and counsel engaged in fraud and perjury.
- Judicial handling denied due process and undermined the rule of law.

This is not merely a private dispute — it is one of the worst abuses of Maine's civil legal system

in recent history, warranting legislative oversight and accountability.

10.28.24 Judges Trial Order and Findings of Fact (Exhibit S)

The following are the only finding of fact and conclusions of law from Justice Billings Order

regarding the Breach:

Closing on the property was scheduled on March 5, 2021. The Plaintiffs were ready, willing, and able to close on the sale of the property. Defendant Rinaldi refused to attend the closing and refused to close on the sale of the property. The Defendants breached the contract with the Plaintiff and the excuses offered for their actions fail as a

matter of fact and law: The Defendants sold the property for \$487,000. Due to the changes in the real estate market after the contract was entered into, the Plaintiffs were

unable to obtain a similar property for the purchase price listed in the contract.”

ABSOLUTELY EVERYTHING IN THIS PARAGRAPH IS FALSE. The closing was scheduled for March

4th 2021 and the Plaintiffs weren't ready willing and able to close, instead the Plaintiffs

breached the contract when they failed to remove the Painting and Paving from escrow and the

Defendant terminated due to their Anticipatory Repudiation. The Defendant was prevented

from performing due to the conduct of the Plaintiffs and their agent. Furthermore, all the text,

emails and recordings indicate that the Defendant was legally terminating the contract and all

parties were in agreement. The Plaintiff argued at trial that the appraiser was requiring \$24,000

and that all the escrow items were proper but Plaintiffs Exhibit 10 shows that the appraiser was

only requiring \$10,000 not \$24,000 The Plaintiffs refused to remove anything from escrow

even though they offered to and attempted to so how could the Defendant be in the wrong

when he did everything in his power to attempt to close. Furthermore, the Plaintiffs Witness

Realtor Andy Lord conceded that he was aware that the Defendant thought he was legally

terminating the contract and he allowed the Defendant to do so with that in mind. Either Lord intentionally mislead the Defendant which prevented the closing from happening or he agreed with the Defendant that he was legally terminating and the painting and paving should have been removed. Either way, Realtor Lord is clearly the reason the closing didn't happen because he intentionally mislead both the Plaintiff and the Defendant! Regardless of what Lord told the Plaintiff or Defendant, it's all moot because the appraiser was only requiring \$10,000 to be escrowed not \$24,000 per Plaintiffs Exhibit 10 and the Plaintiffs admitted to refusing to remove funds from escrow. On top of that the Plaintiffs also have unclean hands and are barred by judicial estoppel and the Defendant terminated due to the Financing clause so their claims fail as a matter of law. Justice Billings Findings of Fact and Conclusion of Law isn't supported by any competent record evidence therefore, the Defendant is requesting Findings of Fact and Conclusions of Law regarding his (11) affirmative defenses as well as the Plaintiffs argument regarding the breach.

11.4.24 Motion for Finding Fact 52(b) (Exhibit T)

Overview

- Filed by Defendant Anthony Rinaldi / Southern Maine Construction in case Pierce v. Rinaldi, CV-2021-138.
- Argues that Justice Billings' findings were not supported by the record and that the Plaintiffs presented no credible evidence of breach or damages.
- Claims the Plaintiffs' entire case rested on perjurious testimony by Realtor Andy Lord and that Plaintiff Drew Pierce had no personal knowledge of the alleged breach.

Key Arguments

1. Trial Court's Findings Are False

- o Judge stated Plaintiffs were "ready, willing, and able" to close on March 5, 2021.
- o Defendant argues closing was actually set for March 4, 2021.
- o Plaintiffs breached first by refusing to remove improper escrow items (painting & paving).
- o Appraisal only required \$10,000 escrow, not \$24,000, per Plaintiffs' own Exhibit 10.

2. Affirmative Defenses Overlooked

- o Defendant raised 11 defenses (including jurisdiction, judicial estoppel, anticipatory repudiation, unclean hands, undue influence, failure to mitigate, waiver, misrepresentation, offset, and financing clause).
- o Claims none were addressed by the court, even though overwhelming evidence supported them.

3. Perjury & Impeachment of Andy Lord

- o Numerous contradictions between Lord's affidavits, trial testimony, and texts.
- o Example: Lord testified that Defendant demanded \$4,000, but later admitted he offered it himself.
- o Claimed to witness work on the house before it occurred, and made inconsistent statements about contract extensions and escrow requirements.

4. Evidence of Plaintiff Breach

- o Plaintiffs refused to honor escrow adjustments despite legal obligation.
- o Multiple texts and group messages document Defendant's termination of the

contract for Plaintiff's anticipatory repudiation.

- o Realtors admitted they pressured Defendant, misled him about obligations, and threatened foreclosure to force terms.

5. Damages Are Hypothetical

- o Plaintiffs never purchased another home after termination.
- o Post-trial evidence shows Drew Pierce later purchased a home in 2023 and resold it for a large profit, contradicting claimed damages.
- o Defendant argues this proves Plaintiffs were not harmed.

Legal Conclusions Sought

- Breach of Contract Claim Fails: Plaintiffs caused the breach through anticipatory repudiation and duress.
- Judicial Estoppel: Plaintiffs changed their story multiple times and misled the court.
- No Standing / No Damages: Plaintiffs lacked actual injury; damages were speculative or nonexistent.

- Misrepresentation & Unclean Hands: Plaintiffs' concealment, perjury, and refusal to mitigate should bar recovery.

Relief Requested

- Court must amend its Findings of Fact and Conclusions of Law.
- Defendant's affirmative defenses should be formally recognized.
- Judgment should reflect that Plaintiffs, not Defendant, breached the contract and that their claims fail as a matter of law.

11.4.24 2nd Letter to Court Drew Perjury (Exhibit U)

Here's a summary of the letter you uploaded (Letter Court Drew 11.4.pdf):

Summary

Author & Addressee

- Written by Defendant Anthony Rinaldi (Southern Maine Construction).
- Addressed to Clerk Shelley Sawyer at Cumberland County Superior Court, dated November 4, 2024.
- Marked for immediate forwarding to Justice Billings.

Main Allegation

- Defendant asserts that Plaintiff Drew Pierce committed perjury at trial by testifying he

never purchased another home.

- Evidence shows Pierce purchased a home in June 2023 and is now selling it for a \$350,000 profit.
- Defendant argues this proves Pierce was not damaged by the failed Cape Rd. closing, but instead profited.

Fraud on the Court

- Defendant claims the lawsuit has dragged on for over 1,300 days (3.5 years), built on fraudulent testimony.
- States that Plaintiffs presented no evidence at trial, only perjured testimony.
- Defendant insists his 11 affirmative defenses (e.g., lack of jurisdiction, unclean hands, judicial estoppel, anticipatory repudiation, duress, undue influence, failure to mitigate, waiver, misrepresentation, offset, financing clause) were never refuted.

Criticism of Justice Billings' Order

- Justice Billings' order found:
 - o Closing was scheduled for March 5, 2021.
 - o Plaintiffs were ready, willing, and able to close.
 - o Defendant refused to close, breaching the contract.
 - o Plaintiffs couldn't obtain a comparable property due to market changes.
- Defendant argues all of this is false:
 - o Closing was actually March 4, 2021.
 - o Plaintiffs refused to remove painting/paving items, leading to anticipatory repudiation.

- o Realtor Andy Lord misled both Defendant and Plaintiff, conceding contradictory testimony.

- o Appraiser only required \$10,000 escrow, not \$24,000.

Conclusion

- Defendant states the Plaintiffs have unclean hands and are barred by judicial estoppel.

- Calls the trial outcome “unconscionable” and “the worst abuse of legal process in Maine history.”

- Asserts he told the truth and the court failed him.

- Demands the court immediately correct the fraud given its severity .

Do you want me to turn this into a formal legal motion style summary (e.g., highlighting perjury

as grounds for relief), or keep it as a neutral narrative summary for oversight/legislative

purposes?

11.12.24 Plaintiffs Motion for Amend Trial Order (Exhibit V)

11.12.24 Motion for New Trial (Exhibit W)

Case

Drew Pierce & Janice Lariviere v. Anthony Rinaldi & Southern Maine Construction
Cumberland County Superior Court – Docket No. CV-2021-138

Motion

The Defendant (Anthony Rinaldi) files a Motion for New Trial under Rule 59(a), arguing that the

trial was fundamentally unfair and legally flawed.

Grounds for New Trial

1. Judicial Bias & Misconduct

- o Justice Billings allegedly acted with bias against the Defendant.

- o Refused to rule on pending motions before trial, declaring them “moot,” including jurisdictional issues.

- o Dismissed objections about creating a complete record, which Defendant argues was legally valid.

- o Reprimanded Defendant whenever he mentioned recordings.

2. Motions Ignored

- o Defendant filed three motions in limine that were never addressed.

- o Claims Justice Billings aided and abetted Plaintiffs’ alleged fraud.

3. Perjury Ignored

- o Defendant alleges that Plaintiffs committed “perjury on a grand scale” after trial.

- o Despite being informed, Justice Billings ruled in favor of Plaintiffs without justification.

4. Evidence Issues

- o Judge ruled that Defendant’s recordings were only admissible if Plaintiffs were present in them, which Defendant claims is legally false.

5. Trial Time & Witness Restrictions

- o Defendant requested six days for trial but was given only 1.5 days.

- o Not enough time to subpoena witnesses.

- o Forced to go to trial on dates when he was unavailable.

Relief Sought

- Defendant requests that the Court grant a new trial due to:

- o Judicial error,

- o Bias,

- o Failure to address motions,

- o Ignoring perjury evidence,

- o Improper limitation of trial time and evidence.

Would you like me to expand this into a stronger, court-ready argument (with structured legal

points and citations), or keep it as a neutral summary for now?

11.12.24 Renewed Motion Judgement Matter of Law

(Exhibit X)

Defendant's Core Arguments

1. Plaintiffs presented no prima facie case:
 - o They failed to prove damages, causation, or breach.
 - o They did not refute any of Defendant's 11 affirmative defenses.
2. Burden of proof not met:
 - o Plaintiffs' claims rested on false or contradictory statements (e.g., alleged text about selling house for more money, escrow requirements, upgrade denials).
3. Fraud & Perjury:
 - o Plaintiffs' verified complaint included fabricated text and omitted exculpatory messages.
 - o Drew Pierce allegedly lied about damages, since he later bought another house and profited.

Plaintiffs' Main Arguments (as summarized in motion)

1. Defendant texted realtor Andy Lord that he wanted to sell house for more money.
2. Appraiser required \$24,000 in escrow.
3. Plaintiffs witnessed porch and bonus room before offer.
4. Application letter satisfied financing clause.
5. Dispute about paving arose March 5.
6. Plaintiffs never requested upgrades.
7. Realtors made concessions on paving.
8. Contract expired after March 5 failed negotiations .

Defendant's Rebuttals

- Text Message Claim: Never sent; plaintiffs changed story multiple times (complaint, admissions, testimony).
- Escrow Claim: Appraisal required only \$10,000, not \$24,000.
- Porch/Bonus Room: Could not have been observed at time of offer.
- Application Letter: Did not meet Section 14 financing requirements; key attachment missing.
- Contract Termination: Occurred March 4 due to plaintiffs' anticipatory repudiation, not March 5.
- Upgrades: Plaintiffs requested and benefited from them but denied it at trial; later recordings prove otherwise.
- Concessions: Realtors attempted unauthorized offsets without Defendant's knowledge.
- Damages: Plaintiffs showed no proof; Pierce later profited from another home .

Affirmative Defenses Raised

1. Lack of jurisdiction (no standing, no damages).
2. Financing clause not satisfied.
3. Judicial estoppel (plaintiffs changed story multiple times).
4. Anticipatory repudiation (plaintiffs refused performance on March 4).
5. Duress/undue influence (defendant pressured by realtors & lenders).
6. Failure to mitigate damages.
7. Waiver (plaintiffs refused extensions and remedies).
8. Material misrepresentation (false statements & omissions).
9. Offset (unpaid upgrades).

Other Notable Facts

- Drew Pierce testified he quit his job before closing.
- Evidence shows he later bought another house (June 2023) and gained \$350k profit, undermining damage claims.

Conclusion of Motion

- Plaintiffs failed to meet their burden, presented false claims, and committed perjury.
- Defendant invokes multiple defenses (jurisdiction, estoppel, repudiation, waiver, fraud, etc.).
- Asserts this case represents "the worst abuse of the legal system in Maine history."
- Requests immediate judgment in favor of Defendant under Rule 50(b) .

Would you like me to also draft a shorter “executive summary” version (1–2 paragraphs) that you could use for legislators or oversight bodies like OPEGA, instead of the detailed breakdown above?

11.12.24 Motion to Reconsider Rule 12(b)1 and Rule 11 (Exhibit Y)

11.25.24 Plaintiffs Opposition to 52(b) (Exhibit Z)

Plaintiffs’ Opposition to Defendants’ Rule 52(b) Motion

Core Argument

The plaintiffs argue that the defendants’ Rule 52(b) motion (seeking amended or additional findings of fact and conclusions of law) should be denied in all respects. The plaintiffs maintain

that the court’s October 28, 2024 judgment already contains adequate findings to support liability and damages of \$102,000 against the defendants.

Main Points

A. Judgment Already Contains Adequate Findings

- The court found a valid binding contract existed.
- Defendants breached by refusing to close on March 5, 2021, even though plaintiffs were

ready, willing, and able to close.

- Plaintiffs suffered \$102,000 in damages (contract price \$385,000 vs. resale at \$487,000).

- Defendants’ disagreement with these findings is not grounds for a Rule 52(b) motion.

B. Defendants’ Proposed Additional Findings Lack Support

- Defendants submitted 95 proposed findings, but most are unsupported, immaterial, or based on evidence excluded at trial.

- Many proposals try to re-litigate rejected defenses (anticipatory repudiation, misrepresentation, financing issues, etc.).

- Few are tied to actual admitted evidence, and many mischaracterize the record.

C. Improper Judicial Notice Requests

- Defendants asked the court to take judicial notice of:

- o 19 statements of fact,

- o 7 responses to admissions,

- o 18 impeachment paragraphs for witness Andy Lord.

- Plaintiffs argue these are improper because judicial notice applies only to universally

known or indisputable facts.

- Admissions or impeachment attempts not raised at trial cannot be brought in now.

D. Proposed Conclusions of Law Unsupported

- Defendants’ new conclusions of law lack record support.

- The judgment already establishes:

1. Court had jurisdiction.

2. Plaintiffs’ breach of contract claim was valid and not barred by prior litigation.

3. Defendants breached and plaintiffs are entitled to damages.

- Defendants failed to prove any excuse for nonperformance (anticipatory repudiation, duress, waiver, misrepresentation, etc.), all of which were already considered and rejected.

Conclusion

Because the judgment already contains sufficient factual and legal findings, and the defendants’

proposed additions are unsupported, immaterial, or improper, the plaintiffs request that the court

deny the Rule 52(b) motion entirely.

12.10.24 3rd Letter to Court Drew Perjury (Exhibit A1))

5.19.25 Judges Amended Trial Order and Findings of Fact (Exhibit B1)