

TRIAL TRANSCRIPT DAY 3

7.25.2024

PART 1 of 2

Justice Daniel Billings 0:01

The record here in Cumberland County, spirit will be July 25 2024 we're here for continuation of trial. Can we have folks identify themselves for records starting with the Council for the plaintiffs?

Attorney Monteleone 0:23

Morning Your Honor. James Monteleone, for the plaintiff here with Drew Pierce in person, recognizing the gravity of the proceedings.

Defendant Rinaldi 0:33

Good morning your honor. Anthony Rinaldi for Defendant pro se,

Justice Daniel Billings 0:38

where we broke on Monday the plaintiffs had rested were going to proceed with the Defendants Opportunity to present evidence plaintiff, anything we need to address preliminarily before we get to the presentation.

Attorney Monteleone 0:59

Only that I believe. I'd like to confirm that the the court has has received into evidence certain exhibits

Justice Daniel Billings 1:12

Kelly was here the other day. Do you have to list? Yeah, okay, alright, let's, let's go through, let's, let's go through these. And honestly, we're at all these. But I think have a pretty good number about what was

Attorney Monteleone 1:38

so my understanding, Your Honor, is that exhibit one has been admitted. Exhibit two, which is the original purpose of sale contract, has been admitted. Exhibit three, which is the email thread containing the corrected spec sheet, has been admitted. Exhibit four, which is the executed version of the correct inspect sheet, has been admitted. Exhibit five, which is the September appraisal report, has been admitted. Exhibit six, which is the correspondence with with the bank regarding the main application letter, has been admitted. Exhibit seven, which is the rate lock, addendum has been admitted. Exhibit eight, which is the possession prior to closing, addendum has been admitted. Exhibit nine, the closing extension through March has been admitted. Exhibit 10, the February appraisers report has been admitted. Exhibit 11, the March 4, 21 Alta statement has been admitted. Exhibit 12, the March 5, Alta statement has been admitted. Exhibit 14, the Cumberland County Sheriff's report has been admitted. Exhibit 15 text messages between Mr. Rinaldi and his agent has been admitted. Exhibit 16 text messages between Mr. Rinaldi his agent, as well as Mr. Pierce's agent, has been admitted. Exhibit 17 text messages between Mr. Rinaldi and Mr. Pierce's agent has been admitted. Exhibit 21 which is correspondent from Mr. Pierce's counsel to Mr. Rinaldi regarding mediation, has been admitted. Exhibit 22 Mr. Rinaldi's response email to the mediation request has been admitted. Exhibit 24 the deed and the name of Southern Maine construction LLC, has been admitted.

Defendant Rinaldi 3:51

I'm sorry, what was that?

Attorney Monteleone 3:53

Exhibit 24 the deed and the name of Southern Maine construction. LLC, it's been admitted so exhibit 25 the mortgage take given by Southern Maine construction LLC, that's been admitted and exhibit 29 the July 7. 24 email from Mr. Rinaldi to legislators has been admitted

Justice Daniel Billings 4:25

26 and 27 weren't offered. They were just referenced.

Attorney Monteleone 4:29

26 and 27 were referenced as as prior statements, but were not offered 28 is deposition testimony that was not offered

Justice Daniel Billings 4:54

That was definitely not offered not all smart for dedication, but it isn't, obviously the part that was used in practice examination as part of the record. Mr. Rinaldi is going through that at least all the ones the. That were referenced, having looked at them, seemed to me, were admitted. Obviously, we have another record from other CTA here who's not here, but we're any of those that you disagree were admitted or have any objection to their admission.

Defendant Rinaldi 4:35

I mean, I think, I think I on the record,

Justice Daniel Billings 5:18

Right yeah you've made some objections. Yeah, that's you made some prior, prior objections without waiving any of those prior objects. You think these,

Defendant Rinaldi 5:29

the only one was the made application letter had the wrong email signature. I objected to that. I don't remember what the what the conclusion was or wasn't,

Justice Daniel Billings 5:41

I believe it was admitted, and I also just so the records clear in agreeing that these were admitted. In some cases, some of the documents were characterized in a way that I know

you don't agree with. But the question was, only you were accepting those characterizations, just accepting that they were prior.

Attorney Monteleone 6:00

To Clarify, Your Honor, it certainly wasn't my intent to be argumentative in those characterizations, as much as it was to simply provide a simple summary of what what we understand to be

Justice Daniel Billings 6:13

and I didn't take it to be my law clerk believes exhibit 13, the estimate of the asphalt was admitted

Attorney Monteleone 6:18

So 13 was discussed, and if there's wouldn't object to it being identified as admitted.

Justice Daniel Billings 6:36

Okay, Mr. Rinaldi, anything of a preliminary nature that we need.

Defendant Rinaldi 6:43

Sorry, a couple things. You guys have any idea how long closing arguments generally take? I'm just kind of trying to figure out how much time I have to present my side going on.

Justice Daniel Billings 6:54

Well, first, keep in mind that closing arguments are need to be based upon evidence that is admitted not to tell to say new things, which is sometimes difficult when the argument is being made by the parties. It varies. I think in a case like this within that trial, I try not to get set time limits on closing arguments, but I mean having suspect somewhere around an hour, different thoughts about that,

Attorney Monteleone 7:33

I can't imagine my closing summation taking more than than 30 minutes of the courts time

Justice Daniel Billings 7:41

so and when I say around an hour, I mean that if it went an hour and 10 minutes, I'm not going to be cutting somebody off. People get repetitive, you know? I might address that. But no,

Defendant Rinaldi 7:57

just curious about trial

Justice Daniel Billings 8:03

counsel, because, particularly the jury trials, don't like to jump in. You know, when the jury sitting there, it looks like taking issue with one side or the other, so try to avoid that

Defendant Rinaldi 8:13

But yeah, other than that, I did want to motion for rule 50. Judgement as a matter of law. I don't know if you want me to explain why. So although we went back and forth a lot, I mean, Drew doesn't really have any personal knowledge of the event. And Andy conceded that he misled Drew, as well as misled me, which pretty much he could easily stop the breach. And if it wasn't even it's not even just that. It's I. They don't have any text messages or really any evidence that point to me breaching, me causing the breach. Their damages aren't actual. They're hypothetical, which is a jurisdictional question too, and but as not a law, even if, you know, take everything is admitted. I mean, Andy pretty much said, you know, he intentionally misled me into thinking I was legally terminating the contract. And, I mean, I was very clear. And I get that, you know, go back and forth, but I don't need to present evidence, you know, I'm the defendant. I don't, I don't see anything on the record that points to me breaching in any way, shape or form. You know, I was very clear. I gave them multiple opportunities. And it was more than just, I mean, there is duress under influence, unclean hands judicial estoppel, you know, you have the, you know, the money that went missing upgrades. And, I mean, it's quite a bit. So it just seems, it just seems, you know, as a plaintiff, I

mean, they didn't prove prima facie prior to this, and I don't believe they still haven't been able to prove prima facie Thank you.

Attorney Monteleone 9:48

Your Honor. The testimony and the evidence in the record has quite clearly established that these parties have reached a binding and enforceable contract. Do. That binding, enforcement, forcible contract was set forth in Exhibit two that it was, although exhibit two included spec sheets that had errors. Those errors were corrected in in the corrected spec sheet that's shown and executed by Mr. Pierce on exhibit four, correct the spec sheet demonstrates Mr. Rinaldi's intent to recognize that as an offer, because he understood that it was being it was being presented for both Mr. Pierce to to accept and confirm their mutual understanding of what the agreement was that being a four bedroom, 2269 square foot house, and additionally, for the Mr Rinaldi's Bank and his appraiser to rely upon it as a accurate and complete summation of the terms of their contract. Additionally, Mr Rinaldi demonstrated his intent to accept that contract when he performed it, he performed the terms that were set forth in the corrected spec sheet to the extent as to the issue of breach. Mr. Rinaldi, the contract is quite clear that a blacktop driveway was required. Mr. Rinaldi has has insisted that Mr. Pierce breached the contract when his bank in reliance upon Mr rinaldi's own spec sheet required that they the paving escrow be withheld in turn, based on based on Mr. Rinaldi's own misinterpretation of the contract terms. He claimed that it was that, it was Mr. Pierce was in breach, and it purported to terminate. The termination was unlawful, and accordingly, Mr. Mr. Rinaldi refused to close, denying Mr. Pierce to benefit the bargain Additionally, Mr. Pierce suffered damages as a result of Mr. Rinaldi's breach, because the benefit of bargain at the point of the breach was \$102,000 above and beyond the contract price that Mr. Pierce had agreed upon, that Mr. Rinaldi agreed upon, in that basis, we've established in evidence all elements of a breach of contract claim and are entitled to relief.

Defendant Rinaldi 12:32

The upgrades, even if taking as true, which I clearly don't agree with, it still doesn't. For breach contracts, you have to prove multiple things, and they failed on all accounts. They haven't presented any evidence showing that they even looked for a house. Nothing on the record. They just said they did. But I don't see any evidence proving no

emails, no anything of the like. So I mean, yet they say that they went and looked for a house and they couldn't get one. They didn't present any evidence of it. Furthermore,

Justice Daniel Billings 13:00

well, first, somebody testified to something that's evidence

Defendant Rinaldi 13:02

No, okay, yeah, you're right. I'm sorry, sorry, any evidence other than testimony, I'm sorry. I appreciate you for doing, um, also from March 4 to June, 2. And even beyond that, I did a substantial amount of additional work that was not, I mean, I wouldn't go towards them. That would be, you know, away from it. So they're acting like I sold the house the next day, the same house for 102,000 house was staged. It had a lot of work done to it. It was a much, a much more finished house than than the one that we saw. None of that. But the house was appraised a few like, two weeks before the closing or the like two weeks, something like that before closing, for 420,000 so if you got a appraisal for 420,000 why are they estimating it as high as 550 two weeks later? So also he states that I accepted those upgrades because I performed them. I performed them because I was asked to with it with the understanding that I was going to get compensated for and was deceived by both realtors, also the blacktop driveway. I may have interpreted wrong, but we all did. No one. Everybody looked at the contract. Everyone agreed. So I yeah, I could very well move on than that, but if we all made an agreement to the terms of contract and then a meeting in minds, and that really doesn't, doesn't matter. We got me wrong, but we agreed on the terminology on that day, and no one

Attorney Monteleone 14:30

objects to the extent we're stating facts that are not in evidence. Certainly, Mr. Rinaldi has the opportunity to present his case. He hasn't done that yet, and we're going far beyond what's actually in evidence I'll finish up.

Defendant Rinaldi 14:43

Yeah, I got you. I'll finish up. Nonetheless, if it was just as simple as the paving, that would be one thing. But the original complaint doesn't even mention the word paving, even once, not even a single, single time. So, um. Um, makes no mention of it, because Andy Lord had deceived him on why the closing fell through. But the painting was also a big one. The upgrades, I mean, it just goes on and on and on. There's so many things that go against them, and they just haven't met their burden in any way, shape or form. They haven't met the elements of breach, they haven't met elements of standing, and at this point, you know, given the overwhelming evidence on my side and the lack of on their side, I just feel like it's a it's a no brainer. Thank you, Your Honor.

Justice Daniel Billings 15:32

Thank you, and in the courts view the plaintiffs have offered sufficient evidence to overcome the standard for judgmental as a matter of law so the motions denied so You may proceeds with your case Mr Rinaldi

Defendant Rinaldi 15:45

Okay, so with the like audio, like audios and stuff, I thought I was zoom anyways, but I have a laptop, but I have, like, a USB drives, one for him, one for you. And how do I go about playing audio?

Justice Daniel Billings 16:11

Well, usually it's parties that provide, the audio visual

Defendant Rinaldi 16:14

okay, yeah. I mean, I don't feel like it will be loud enough. I assume that I'd be using this thing, but, yeah, I mean, it should be fine. I don't know if it'll be loud enough, but I can certainly try.

Justice Daniel Billings 16:28

All right, as we're transitioning, clarify a procedure or procedural matter, Mr. Rinaldi indicated, via email to the court book yesterday that he intended to video record today's proceedings. No order has been entered in that which is expressly required by by standing court order.

Defendant Rinaldi 16:52

I was running late, so I don't have the camera here anyways. I was literally soaking wet from sprinting so,

Justice Daniel Billings 16:57

so that was not presented to the core previously, in this case, over the entered for such submissions to be made consistent with the rules of civil procedure and not through email, so that was not presented in support considered an appropriate filing Again, the administrative order JPO 515, regarding audio and video recordings. And importance applies, so it should be the only reporting that is being made here today is the official. Yeah, I'm not

Attorney Monteleone 17:33

One more preliminary matter, Your Honor, and that is that the court had directed Mr. Rinaldi to provide all of his exhibits to finance Council by 4pm on Tuesday, as of 4pm nothing was what was provided. Mr Rinaldi provided a link to a dropout Box folder around 6pm at which time, I was able to access 36 images an audio file named Cape road for, a zip file named one trial zip that was empty and an unknown file type called March 25 meeting that could not be opened or played. I sent Mr. Rinaldi an email confirming that confirmed my understanding that that is the entirety of his exhibits to be presented here today, I received no response. Mr. Rinaldi, but found today some of these folders are populated with dozens of additional materials that I've never had the opportunity to to review pursuit to the court's order. With that, I'd like to express a standing objection to all of Mr. Rinaldi materials outside of the 36 images and but would be happy to take them in turn as they come.

Defendant Rinaldi 18:47

I was going to go drop them off, but he made it clear that I wasn't welcome there and he would meet me downstairs I felt uncomfortable, so I said that I'll just send them, not realizing how difficult that would be. I did send set these two files up before four, and just some of the files are big, so they take a little longer, but I upload them all best I could. I should have just drove in there, but he sent me an email saying that I am not welcome there, and you're just both uncomfortable with it. And just at that point, I'm like, Yeah, I'll just email. No big deal. We're not realizing that some of these files are larger. I'm pretty sure he has most of what I've sent. I mean, I've sent him so much stuff over last couple years I can't imagine. And even some of those were always things I've served him because from the previous trial, whatever is that we do, like with witness list and stuff like that. So I do apologize. I did. You know I was prepared to drive in there, but you know, when you sent me that email, I kind of just doesn't make me feel comfortable, and I didn't want to have an issue. So that's why I tried sending it that way, not knowing that it was going to be an absolute nightmare. So, but with that being said. Said, Yeah, I don't think there's anything in there that's really

Justice Daniel Billings 20:05

We'll deal with it one by one

Defendant Rinaldi 20:06

okay, am I? I know I was going to call Drew yeah. So,

Attorney Monteleone 20:24

Your Honor, I'd object to Mr. Rinaldi calling back Mr. Pierce, given that Mr. Rinaldi testified on Monday that he's had the opportunity to ask Mr. Pierce anything about everything in the case. He has, in fact, had the opportunity to ask Mr. Pierce about everything in the case, and did so on on cross exam. And to call him back is nearly duplicative and redundant and inappropriate,

Justice Daniel Billings 20:50

the objections overruled he may call Mr. Pierce though as we go into the testimony, to the extent that the examination is may come duplicative that may be subject to

Defendant Rinaldi 21:07

I'll do my best not to

Justice Daniel Billings 21:08

maybe subject to objection at that point, first Question, but at some point It becomes overly repetitive. Beforehand,

Defendant Rinaldi 21:56

these are, I haven't marked them that they're asking, but this is kind of how I'm going through it. I try to investigate this. I just Well, they're in order, but I didn't like I'm sorry I had to work if my work's freaking out on me, because I'm supposed to work, so I I'm going to take a break if you need them. Okay, yeah, I.

PART 2 of 2

Defendant Rinaldi 0:20

He's already, this is, oh, so he, I'm sorry, give it to that's that's James's so can I just go on just One other thing so I'm just most likely going to have Drew and then myself. I do have a funeral today, my good friend of mine Walter Phillips wife died on 302 and I'm supposed to go to that. So I was hoping I could, we could do this today, and then tomorrow I do mine, and then we do the closing. I think we'll have plenty of time. And if that's good, yeah, what time? Well, it's a celebration of life it's supposed to be 3 but I still have to get ready and stuff.

Justice Daniel Billings 1:27

So we'll see how. Let's see how where we are. And address that

Defendant Rinaldi 1:43

if you want to open up to exhibit B is your second tab, blue tab. I'm not sure it's just the second one, yeah, It should say yes. Do you recognize that document?

Plaintiff Pierce 2:14

I believe this is the document that was drafted, when we sued you

Defendant Rinaldi 2:20

yeah, original complaint, and then I believe halfway through is the ex parte. Then I have it right. You should have it. Um, we'll get to the list I just want to start with so Andy Lord previously testified that he didn't tell you what you know, why the closing fell through? When did he tell you? When the closing fell through

Plaintiff Pierce 3:21

When you didn't show up for closing is when the closing fell through

Defendant Rinaldi 3:27

he said he didn't tell you about the paving and all that. When he testified Yeah, he for some reason he didn't, I'm not sure why, but he did testify that he did not tell you why I didn't close and your original complaint didn't have the paving in it so I'm assuming that's why. So was it after you found that that he told you it was paving. Of the

Plaintiff Pierce 3:48

I don't quite understand what you're asking. I mean, I know the closing fell through because you didn't show up. I don't quite understand what you're asking.

Defendant Rinaldi 3:53

Your original complaint doesn't mention paving and he on the stand, said that he didn't tell you about the paving that day, that he didn't you know. He didn't tell you why.

I didn't close so he didn't tell you that day when you were there with him. I'm just wondering when he did tell you, at some later date.

Plaintiff Pierce 4:20

I don't know

Defendant Rinaldi 4:20

Okay,

Plaintiff Pierce 4:20

I don't recall, it's been many years in the making here

Defendant Rinaldi 4:23

I got ya, I'm not going to get into your, you know, work stuff and stuff like that, out of respect. But were you, were you working, or were you not working

Plaintiff Pierce 4:34

Yes I was working

Defendant Rinaldi 4:35

prior to,

Plaintiff Pierce 4:36

Yup

Defendant Rinaldi 4:37

okay, so in here, it says, in your original complaint, it says, And this is verified complaint that you signed under oath Additional problems with completing construction. I'm sorry. Page five. I. started sorry, don't like that was started out. Started on page three, line 12, the contract includes a detailed spec sheet that identifies particular specifications of the single family residence that defendant, Rinaldi and Southern Maine construction LLC had promised to construct the residency.

Plaintiff Pierce 5:34

I apologize. I'm not trying to page three, section B, I don't quite understand.

Defendant Rinaldi 5:38

No. Section B, third page, and then it's going to be on line 12.

Plaintiff Pierce 5:43

I have line 12, but it's not matching up to what you're saying. Sorry. Go ahead, keep reading.

Defendant Rinaldi 5:56

No, you're good. So yeah. Line 12 says the contract included a detailed spec sheet that identifies the particular specifications of the single family residence that defendant Rinaldi and Southern Maine Construction had promised to construct pursuant to the contract. The residency see contract at seven to 18

Attorney Monteleone 6:04

objection. Your Honor, this line of questioning is appears to be addressing a prior a prior statement by Mr. Pierce, but there's been nothing shown that there's an inconsistency with a prior statement.

Defendant Rinaldi 6:16

I mean, this is under oath.

Attorney Monteleone 6:17

We havent established any

Justice Daniel Billings 6:19

He hasn't even asked a question yet he's Okay, what is your question Mr Rinaldi

Defendant Rinaldi 6:25

So I'm asking him this. There original complaint.

Justice Daniel Billings 6:28

Just ask him the question

Defendant Rinaldi 6:30

yeah, so this spec sheet thats reference is not the updated spec sheet, so

Plaintiff Pierce 6:35

I'm not seeing the same thing.

Defendant Rinaldi 6:37

May I approach? Sorry, may I approach?

Plaintiff Pierce 6:41

line 12 doesn't match up to anything.

Defendant Rinaldi 6:45

Are you on

Plaintiff Pierce 6:47

The second? You have section right here. I'm on page three. Line 12.

Defendant Rinaldi 7:00

Yeah, so line 12 identifies the contract in your original complaint. Why didn't you guys use the updated spec sheet on that, not the first spec sheet?

Plaintiff Pierce 7:19

(Long pause) ask the question one more time Mikey

Defendant Rinaldi 7:31

so that spec sheet, if you go into the contract, attach, this is the first spec sheet, not the updated one that you guys have been talking about.

Plaintiff Pierce 7:51

Okay,

Defendant Rinaldi 7:52

so when you filed you filed a complaint, why didn't you guys use the updated one that you guys have been indicating is the, you know, the primary one that,

Plaintiff Pierce 7:54

I mean, Mikey, I was buying what you were building. I don't quite understand the question you're asking me. I mean, the house you're buying what you're building.

Defendant Rinaldi 7:56

Yeah , no, I understand just when you guys filed your original complaint, I would think you'd use the updated spec sheet in the complaint, because your argument is that that's the that's the one that's binding, that's the one that was supposed to be used, and that's what we agreed to and whatnot. But instead, you guys chose to use the first spec sheet. I was just trying to figure out why, why that was,

Plaintiff Pierce 8:19

I don't know.

Defendant Rinaldi 8:18

Okay, and then it says line 13 on September 8, a letter confirming that Mr. Pierce had applied for the financing necessary to purchase a property pursuant to contract that limited defendant through defendant's designated real estate broker, a true and accurate copy of the financial application letters attached to as Exhibit B. now I don't have that with me, so I'm just gonna keep going when I sign the possession prior to closing. page 4 line 20, if you like, what discusses this when I sign

Plaintiff Pierce 9:05

page four or

Defendant Rinaldi 9:06

I'm sorry, just keep going forward.

Plaintiff Pierce 9:08

So I have page 11 here that we were just on

Defendant Rinaldi 9:08

if you look at I've labeled those because I did it backwards. But if you look at the bottom, you'll see the actual page number. It should be two pages past it.

Plaintiff Pierce 9:18

Uh, two pages past it is page you said 4 or 14

Defendant Rinaldi 9:28

four, that's page 14.

Plaintiff Pierce 9:33

Oh, I'm sorry. Um,

Defendant Rinaldi 9:37

so, so line 20 when you put the pod on the property.

Plaintiff Pierce 9:44

Yup,

Defendant Rinaldi 9:44

Was it your understanding that you were signing a lease or just signing something to put the pod on the property?

Plaintiff Pierce 9:53

It was under my assumption that it gave me free rain to come and go from the property as it was mine. That's why we did the. The ownership prior to closing addendum you knew that I had to be out of my house.

Defendant Rinaldi 10:04

No, I knew that you were you need to get your stuff out of your house. I was living there at that time, right? So I just wanted to know what your understanding was when you signed it,

Plaintiff Pierce 10:13

my understanding that it was my home. I could put what I wanted on my property.

Defendant Rinaldi 10:21

Okay, so next page on page five as early March, several improvements called for in the contracts still were not completed pursuant to the contract terms, including inter ala driveway paving provides well finished additional problems with the complete instruction were identified, including construction code violations and material deviations from the contract spec sheet regarding use of premium construction materials in certain locations, such as exterior deck interior wood floors for substitute with low cost replacements. Can you elaborate on that? What you witnessed that was not up to par, that was tons of things that were not up to par.

Plaintiff Pierce 11:04

I mean, I provided photos of all of those things. There was lights hanging out of holes in the ceiling. There was unfinished things. I had to have HVAC companies come in and check work, because things were not done up to code and things were done improperly.

Defendant Rinaldi 11:19

Have you presented any evidence? Have you guys sent any evidence of that?

Plaintiff Pierce 11:26

Not that I recall. I'm not sure I might have I presented all the photos I took many photos of things that were wrong with the house.

Defendant Rinaldi 11:32

I mean, you understand it's under construction as well.

Plaintiff Pierce 11:34

Yeah, i completely understand that

Defendant Rinaldi 11:36

so it kind of comes together like that. But

Plaintiff Pierce 11:39

I completely understand

Defendant Rinaldi 11:40

no, I just just wanted to cover that one, because they were no code violations on the house so, but I just, I appreciate that Line 29, is where Andy says defendant Rinaldi stated in a text message to Plaintiffs real estate Agent, that Mr Rinaldi sought to terminate the contract in order to receive more money for the property sale. So that was obviously your understanding the day of closing, and what Andy had just basically said to you regarding why I didn't close.

Plaintiff Pierce 12:12

Yeah, you wanted more money.

Defendant Rinaldi 12:13

No, I understand. This says later on March, 5 Mr Rinaldi initiated another sequence of text messages through plaintiff real estate agent attempting to terminate plaintiff's contractual right of possession pursuant to the contract possession prior to closing agreement stating Mr. Pierce would be deemed a trespassor if you've returned to the property. Now, as we were aware of previous identified that that was said on the fourth, not the fifth, but you

were going to house to get your possessions anyways, you weren't no one told you to go get them correct

Plaintiff Pierce 12:53

when you didn't show up like and I put everything that I've Ever owned on that property my whole life, I was not leaving without my possessions.

Defendant Rinaldi 13:01

I understand that but I'm just saying no one directed you to go get your possessions.

Plaintiff Pierce 13:09

I don't recall,

Defendant Rinaldi 13:10

yeah, now when you say your whole life, can you elaborate on that

Plaintiff Pierce 13:15

everything I owned, all my tools, everything my entire life, was in that garage, in that garage, and I already just lost my home, my previous home, my new home, and I had nothing, and there was no way, no way I was leaving without my stuff.

Defendant Rinaldi 13:32

I never had problem with that

Plaintiff Pierce 13:33

I'm not saying that I there was no way I was leaving. Absolutely

Defendant Rinaldi 13:40

no, I got you. Now we did mention this briefly, so I won't go too into it, but the box truck says, late in the evening, he scrambled to get one. Andy did send a text message earlier that day saying, you got it? Already got one. Had you mentioned it to him? Is that why he said that? Maybe

Attorney Monteleone 14:04

objection one calls for speculation. And two, this is duplicative of material that was covered clearly in cross examination

Justice Daniel Billings 14:11

Objections sustained

Defendant Rinaldi 14:12

Okay? Now when you obviously when the house was appraised, and do you remember the value that came in at,

Plaintiff Pierce 14:37

I don't remember off the top of my head,

Defendant Rinaldi 14:39

it was 420,000

Plaintiff Pierce 14:40

Okay ,

Defendant Rinaldi 14:41

do you know why that that wasn't used with your complaint, and instead, you guys chose to estimate a higher value

Attorney Monteleone 14:51

objection, calls for speculation.

Justice Daniel Billings 14:58

Objection overruled

Plaintiff Pierce 14:59

Can you repeat the question

Defendant Rinaldi 14:58

Just you guys were aware of the appraisal, I was just wondering if you knew why that wasn't used as a value, versus Andy estimating a higher value

Plaintiff Pierce 15:05

No i really don't know

Defendant Rinaldi 15:10

And Andy testified the other day, he's been an agent for three and a half years, based on, obviously, how long this has gone on, he was relatively new agent when I'm guessing he is that your understanding?

Plaintiff Pierce 15:28

I had no idea. How long Andy has been in the business?

Defendant Rinaldi 15:51

No, I got you, okay,

Plaintiff Pierce 16:00

just the realtor I was assigned.

Defendant Rinaldi 15:46

Gotcha. I don't know if I asked you this if there's any records of you? Oh, no, I think I said it when I stood up. Did you keep Andy and try to look for other houses? Or did you get a new realtor to look for other houses

Plaintiff Pierce 15:35

after the sale fell through

Defendant Rinaldi 16:13

Yes,

Plaintiff Pierce 16:13

I just continued to look online by my on my own. I don't want to waste a realtor's time. It's as we just seen happen, you know, I don't want to waste anybody's time. Time is money for those guys.

Defendant Rinaldi 16:27

Yeah, it's true. So just, you know, looking seeing there wasn't a ton of inventory There were some homes, but okay, and no actual attempts to to purchase, obviously.

Plaintiff Pierce 16:40

No, at that point, no,

Defendant Rinaldi 16:42

I got you. Now it says, here plaintiff Pierce suffered secondary damage caused by defendants illegal eviction, including cost incurred to move and stores his belongings without notice.

Plaintiff Pierce 17:08

What page are we on

Defendant Rinaldi 17:08

I am so sorry. Same document, page nine,

Plaintiff Pierce 17:12

Page nine as the actual page.

Defendant Rinaldi 17:14

Yes, the actual page I am so sorry. I'm sorry, Your Honor, longest week in my life. Oh, 59 sorry plaintiff, Pierce has suffer damages caused by defense legal eviction, including costs incurred to move and stores belongings without notice, rent payment obligations in excessive amount over pursuant to the contract possession prior to of closing agreement. Can you elaborate on that?

Plaintiff Pierce 17:45

What might

Defendant Rinaldi 17:48

Did you? The cost involved with you. It says here the cost to move and stores belongings. I guess that would be your moving truck. And then did you move to with your mom? Or do you get an apartment or

Plaintiff Pierce 18:05

I moved around for a while? I had nowhere to go for quite a while. That was financially draining. Also, I lost my, Susie and I both lost our jobs because of this. What more is there to say this?

Defendant Rinaldi 18:23

I understand

Plaintiff Pierce 18:23

You drained us financially.

Defendant Rinaldi 18:24

The realtors did

Plaintiff Pierce 18:24

You drained us financially.

Defendant Rinaldi 18:27

is there a reason you didn't decided to go after Andy versus me?

Plaintiff Pierce 18:36

Is there a reason I decided?

Attorney Monteleone 18:37

Objection, relevance,

Justice Daniel Billings 18:45

objections sustained

Plaintiff Pierce 18:46

I apologize.

Defendant Rinaldi 18:47

Can you flip to the beginning of that document, the ex parte one. All right, I apologize. Over to the next one. Go to exhibit a the very first document.

Plaintiff Pierce 19:37

Exhibit A page.

Defendant Rinaldi 19:38

So it's just two pages. This was my response to the March 12 letter that was sent to me. Have you? Have you ever had a chance to review this?

Plaintiff Pierce 19:54

I don't recall.

Defendant Rinaldi 19:55

Okay,

Plaintiff Pierce 19:56

I might have. I just don't recall.

Defendant Rinaldi 19:58

Okay, yeah, that's all I really wanted to ask you on that one. Okay, I want to (Defendant getting his laptop to play a recording)

Justice Daniel Billings 20:20

before we go through all this what is this (Justice Billings sounds annoyed and is clearly trying to suppress this evidence)

Defendant Rinaldi 20:22

They are just meetings (referring to the recordings) that we had with everybody. He's in one of them. There's one on March 5, and then there's one with just me and Andy, they're all meetings. I recorded everything all the way up. So one is on February 24 I think I can look at it. And then ones the next day, like everybody, both realtors, him that big powwow. And then there's two on the fifth.

Attorney Monteleone 20:22

I object to these tapes, Your Honor, I've received one of them, which is tape that's (Cut off by Justice Billings)

Justice Daniel Billings 20:22

(Sounding Annoyed) let's talk about one of them first Which one do you do you intend to use with this witness?

Defendant Rinaldi 20:20

I'm going to start with the 25th one

Justice Daniel Billings 20:22

(Sounds Annoyed) and who is in this meeting.

Defendant Rinaldi 20:22

It is Drew both Realtors myself, Derek Ray the other landing agent, his whole crew. It's like nine people, but it's all pretty intense, I'm sorry. Just start with the day before, with just me and Andy, and then go to that one. I'm sorry. So there's a meeting Andy and I have the day before about what's going on, and then the next one I'll do is the next day. And then i Those two recordings he's had for three years.

Justice Daniel Billings 21:37

That doesn't matter what are you going to do with this witness about a meeting he wasn't in (Sounding Annoyed)

Defendant Rinaldi 21:44

he was there

Justice Daniel Billings 21:45

you said

Defendant Rinaldi 21:46

O the Andy one because you guys have, kept saying to me that I don't have proof of upgrades. And this one discussed that so and it's, I mean, it's a recording of us and talking about, you know face to face. I mean, it's that's the truth you know

Attorney Monteleone 22:05

Your Honor absent authentication of Mr. Lords voice. It's that's, that's hearsay, and he's lack, he's lack foundation necessary to establish that this is what he purports it to be. And it was done on the day that he purports it to be recognized that that Mr. Mr.

Rinaldi's, own statements may be admissible against him in that recording, but otherwise, there's inadequate foundation to present this or consider it

Defendant Rinaldi 22:32

Is a documented business meeting and it speaks directly to the breach, and it's, there's no he says she said, This is what happened. I mean, we had a meeting. I documented it. It's clearly an exception to the hearsay rule.

Justice Daniel Billings 22:48

How is this witness going to be able to identify this recording if he wasn't there?

Defendant Rinaldi 22:54

Well, I mean, he'll hear me and Andy talking. But Andy discussed, like upgrades and he had testified that they did not ask for them.

Justice Daniel Billings 23:03

(SOUNDING ANNOYED) Your not answering my question

Defendant Rinaldi 23:04

I'm sorry,

Justice Daniel Billings 23:04

How is this witness going to be able to identify that a recording is a fair and accurate recording of a meeting he wasn't at.

Defendant Rinaldi 23:23

I mean, it's clear as day. Can I play it and then we can decide, I mean, it's clear as day,

Justice Daniel Billings 23:28

(SOUNDING ANNOYED) answer my question.

Defendant Rinaldi 23:27

that was my answer, because it's so clearly us. I mean, by what we're talking about its our voices, it's pretty obvious. It's us. I mean,

Justice Daniel Billings 23:35

It's not how the rules of evidence work. Someone has to authenticate, a picture, or for anything else, it could be edited if he wasn't there to he can't, he can't, you can't make it admissible through this witness

Defendant Rinaldi 23:58

When I testify, I can then lay the foundation, but I just want to present it, not to submit it now, just to play one part of it for him, basically, and then we can play more of it when I testify. But I just want to basically play a section that has to do with Drew

Justice Daniel Billings 24:15

you need to make an offer proof. What? What's section you're going to play, what it says and what you're going to ask this witness you've basically wasted the last half hour.

Defendant Rinaldi 24:30

I apologize. I mean, I went through the first document, I don't see how that was a waste, but, but I'm going to be asking. Is talking about, he says, Drew wanted the garage drywall, which is him asking for admitting that, you know, they requested that upgrade. And yesterday, you guys are saying, last time we were here, you guys are saying there's no proof of upgrades and there's proof right there that,

Justice Daniel Billings 24:52

Why don't you just ask him

Defendant Rinaldi 24:54

why can't I play though it's, it's pretty compelling. And, I mean, it's,

Justice Daniel Billings 24:58

see that's the problem. You're trying to get the recording into evidence. You're examining this witness.

Defendant Rinaldi 25:05

Okay, so wait to do that. Obviously, when I testify,

Justice Daniel Billings 25:09

why don't you ask this witness question?

Defendant Rinaldi 25:11

I'm not trying to piss anyone off. I studied my butt off on all this stuff. It's not super clear to me. It's very complicated. So I'm just trying to, you know, present my case the best I can. I, you know, this stuff isn't straightforward online. It didn't give you very good answers. So I met with Andy on the 24th at the house. We discussed stuff and discussed, you know,

Justice Daniel Billings 25:36

(SOUNDING ANNOYED) ask him a question.

Defendant Rinaldi 25:38

That's what I'm

Justice Daniel Billings 25:38

(SOUNDING ANNOYED) no, you're you're testifying now, ask him a question.

Defendant Rinaldi 25:41

Well without playing it, I have to tell him what we were talking about, right?

Justice Daniel Billings 25:42

(ANNOYED) No, just ask him a question. You think he demanded something? Why don't you ask him?

Defendant Rinaldi 25:53

Okay, so you previously testified that you didn't ask for upgrades. Is that accurate,

Plaintiff Pierce 26:00

that I didn't ask for upgrades.

Defendant Rinaldi 26:01

Yes,

Plaintiff Pierce 26:02

no, I didn't ask you for upgrades.

Defendant Rinaldi 26:03

So not the drywall in the garage, you asked to have the drywall completely done in the garage.

Plaintiff Pierce 26:09

When you were building this house, we had a discussion where I had asked you about what was going to be done in this house, and I gave you freedom. This is what I'm buying. This is what you're building. Trust me, I don't recall right now ever asking you to do a bunch of work for money.

Defendant Rinaldi 26:29

Honestly, it was never you. It was always Andy that asked me, not once was it you. It was always Andy, so But nonetheless, your testimony is that you've never requested any upgrades at any point,

Attorney Monteleone 26:43

asked answered by Mr. Rinaldi's own testimony

Defendant Rinaldi 26:47

so moving the pipes in the basement.

Justice Daniel Billings 26:55

What are you talking about? You can elaborate on that

Defendant Rinaldi 26:58

So I, I don't really want to get into why, just because out of respect for him, but he wanted me to move the pipe so they weren't hanging so I drilled through, to put them through the ceiling, so that they weren't in the way, so he could have maximum use

Plaintiff Pierce 27:12

I believe I did ask you about the pipes. I didn't think they were in yet. I could be incorrect. Im trying to remember,

Defendant Rinaldi 27:21

Like I said, I not trying to beat you up.

Plaintiff Pierce 27:24

No no of course there was a lot going on

Defendant Rinaldi 27:26

I get it, yeah, keep it going.

Plaintiff Pierce 27:30

I wouldn't call that an upgrade

Defendant Rinaldi 27:31

Well, I mean extra work again, I don't want to testify, but I think Andy was just overzealous or something. I'm not sure

Plaintiff Pierce 27:41

I don't recall all the pipes being in yet. They may have been, I don't think they were.

Defendant Rinaldi 27:45

Well it was a preliminary discussion about what you planned on doing down there,

Plaintiff Pierce 27:51

Yeah

Defendant Rinaldi 27:51

and it was just an additional request that, you know, which you know, obviously it's additional work. So in the Plaintiffs opposition to dissolve. D,

Plaintiff Pierce 28:15

are we still in the same Section D,

Defendant Rinaldi 28:35

fourth, The fourth tab i? So this, in this, from the first filing where it didn't mention paving. Now on this second hearing, it's all about the paving. So I don't know if I can talk about the hearings. I'm not going to there's Did you state at any point that you to? To Andy, or anyone that you know you didn't agree that the paving shouldn't be removed from escrow

Plaintiff Pierce 30:06

Ask the question one more time please

Defendant Rinaldi 30:08

the paving so during which the story changed to this one about the paving, saying that you had every right to require it. Is there any evidence of that? And did that happen?

Plaintiff Pierce 30:24

I had every right to have the paving. It was in the spec sheet.

Defendant Rinaldi 30:27

No I understand, but I'm saying during the time, did you demand that that be included?

Plaintiff Pierce 30:31

I don't recall.

Defendant Rinaldi 30:32

Okay. Now, while we were doing discovery, I requested the text messages between yourself and your realtor. I thought they were important. I figured that they for you guys. It should be your best evidence. I thought

Attorney Monteleone 30:54

objection. Your Honor, we're getting into a realm of a discovery dispute that has been presented to the court and and proceed previously resolved, rejected any questions that that stem from

Defendant Rinaldi 31:09

so justice O'Neill said he told them to turn it over. They didn't turn it over, and he said, I can at trial. I can argue that it it hurt me, and I can open Well, I can basically bring it up. So,

Justice Daniel Billings 31:21

I mean, yeah, he hasn't even asked a question yet. So the objection for now is overruled you can ask your question.

Defendant Rinaldi 31:29

So originally it was said that you lost your phone, I believe, and then it was that you delete text. Can you just elaborate on why you're unable to provide those?

Plaintiff Pierce 31:38

I simply didn't have the messages. I went through everything I could to recover those. I got a new cell phone. I think I actually got a new phone number as well, and I couldn't recover those text messages.

Defendant Rinaldi 31:40

But knowing that you're going to file a lawsuit right away,

Plaintiff Pierce 31:52

At the time, I didn't, I didn't think about, I mean, it was months had gone by before someone asked me for those messages

Defendant Rinaldi 32:01

No I understand but on March 5th until it falls through that weekend you decide to get an attorney probly I'm guessing, just logically thinking you're probably going to want to use your evidence for the lawsuit. You did that. Didn't

Plaintiff Pierce 32:15

It didn't click Mikey, I didn't think that was going to be evidence

Defendant Rinaldi 32:17

no, I got

Plaintiff Pierce 32:18

I've never done any of this.

Defendant Rinaldi 32:21

I got you

Plaintiff Pierce 32:21

You can look at my phone right now. Conversation,

Defendant Rinaldi 32:25

you're fine.

Plaintiff Pierce 32:26

I don't need my messages in my phone. Conversation. I typically delete it.

Defendant Rinaldi 32:30

Now Andy, I guess he said you tried to get a hold of the message from Andy. Said Andy was no longer involved with the case. But did you ever, at any time reach out to Andy try to get those messages?

Plaintiff Pierce 32:43

Yes,

Defendant Rinaldi 32:43

and he was unable,

Plaintiff Pierce 32:46

to my knowledge.

Defendant Rinaldi 32:51

So there's nothing, no reason why you guys didn't turn over those obviously.

Plaintiff Pierce 32:54

No I just simply didn't have them

Defendant Rinaldi 32:56

Okay. Are there any texts, emails, recordings, anything that indicates that I breached the contract. To your knowledge?

Plaintiff Pierce 33:05

Say that again

Defendant Rinaldi 33:06

Are you aware of any text, emails, recordings, or anything you know, like electronic or whatever evidence?

Plaintiff Pierce 33:13

Between you and Andy

Defendant Rinaldi 33:15

No, indicating. Are you aware of anything indicating I breached the contract that indicates that

Plaintiff Pierce 33:19

I don't know anything about what was said between you and Andy

Defendant Rinaldi 33:19

No I'm talking about this whole lawsuit and all that. So I mean those filings you're affirming to so I mean sure your but to your knowledge, are you aware of any anything that indicates I breached the contract?

Plaintiff Pierce 33:35

I'm not an attorney. I don't know how to answer that question

Defendant Rinaldi 33:40

Okay, so not your knowledge

Plaintiff Pierce 33:43

I guess I just don't quite understand how to answer that question.

Defendant Rinaldi 33:48

Okay,

Plaintiff Pierce 33:48

that's why I hired an attorney, because I don't understand.

Defendant Rinaldi 33:51

No, I got you. That's fine. now on page six of that motion to dissolve, which is D, the one you're on, it states that prior, second paragraph prior to Mr. Rinaldi's , refusal to attend, closing, on March 5, neither Mr Rinaldi. I'm sorry that's not the wrong halfway through that paragraph after Mr. Rinaldi missed the March 5 closing, Mr Rinaldi first, Informed the buyer's broker via text that he wanted 4000 additional funds from the buyer before he would agree to close on the sale. The buyers agreed to pay Rinaldi additional 4000 he demanded to allow the project to close. Rinaldi nonetheless refused to close. Can you elaborate? So Andy. Said, I demanded. 4000 came to you and said, that is this accurate?

Plaintiff Pierce 35:05

I'm not sure of the exact figures of what, what was being said and what was being demanded, but I know they were all trying to all bend over backwards to just get this, get this done. So what that figure was? Exact figure? I have no idea.

Defendant Rinaldi 35:20

but it says that he came you, you agree pay the 4000 which I had demanded, and then I still refuse to close. So I was just wanted to see if this was accurate, to the best of your knowledge or not

Plaintiff Pierce 35:34

I don't believe I was paying the 4000 I think they were waving commission

Defendant Rinaldi 35:38

That's my understanding. No, no, that's separate from commission. But yes, that was my understanding. You agreed to close and work with me after the fact on making improvements like the code violations and stuff like that. But then there's documentation that you Matt from Matt and Andy that said you are taking the house as is, which was my understanding. Is that accurate the as is part

Plaintiff Pierce 36:24

at that point? Yes, I needed, I had no where to go,

Defendant Rinaldi 36:29

I understand. Yeah. So obviously, there wasn't any agreement to work after the fact,

Plaintiff Pierce 36:38

to fix things.

Defendant Rinaldi 36:39

Yes,

Plaintiff Pierce 36:40

I don't recall.

Defendant Rinaldi 36:41

Yeah, gotcha exhibit in that folder. Exhibit

Plaintiff Pierce 36:52

this black one here.

Defendant Rinaldi 36:53

Yes, the altas are 11 and 12. So if you go there, lyou start with 11, what you see is 23 okay, if you look on the second page, second page, yep, payment for first mortgage loan to Lincoln capital LLC, 148,007.66 you see that

Plaintiff Pierce 37:24

I have a different figure here.

Defendant Rinaldi 37:27

They might be backwards.

Plaintiff Pierce 37:31

I have 145,000

Defendant Rinaldi 37:32

Okay, so that's the other one. So that's that's fine. So now go to the other alta sheet, and then same place,

Plaintiff Pierce 37:33

just section 12,

Defendant Rinaldi 37:34

yes, 148,007 60. So it went up 3000 some odd dollars, and that was just a day difference during the March 5 meeting between Todd, Ryan, Matt and I, they discuss escrow funds for you in the loan. I didn't understand at the time, because I thought they were paying for it, but they actually bumped this loan amount up to provide funds for you at closing. Were you aware of that? Did anyone tell you that?

Plaintiff Pierce 38:11

I don't know

Defendant Rinaldi 38:14

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

Attorney Monteleone 38:20

Objection calls for hearsay statement.

Justice Daniel Billings 38:22

Objection overruled

Plaintiff Pierce 38:26

I know there was supposed to be escrow funds held back.

Defendant Rinaldi 38:29

You may not have been, they didn't tell you a lot from what I've gathered. So I just wanted to see if you had any knowledge of that or not. So

Plaintiff Pierce 38:29

I was just trying to buy

Defendant Rinaldi 38:38

I know, I know. I know. Now you did in one of your interrogatories. You mentioned that you did talk with Derek Ray. Can you elaborate on some of your discussions, what they were about, and, you know, stuff like that,

Plaintiff Pierce 39:02

with Derek Ray just talking about stuff at the house just BS around. But, I mean, there wasn't, I don't really anything, nothing pops in my head of super of substance.

Defendant Rinaldi 39:14

Yeah,

Plaintiff Pierce 39:14

he was there working as I spoke with all the guys just being friendly with everybody

Defendant Rinaldi 39:22

He was pretty involved with that,

Plaintiff Pierce 39:23

yeah, but I was only there a handful of times

Defendant Rinaldi 39:25

Yeah I got you I did want to play recording, one recording where he is in it. It's the there's eight or nine. It's pretty intense too. It gets, it's all swearing and stuff. So I apologize, but it discussed things, and a lot, actually, it's but, like a week and a half before closing or something like that. So it's okay. I got you,

Justice Daniel Billings 39:47

there's things you have to do to admit evidence So

Defendant Rinaldi 39:54

no, I got you. Do you remember the meeting where the big meeting. Um, where Derek brought his whole crew, everyone was there. It was pretty intense.

Plaintiff Pierce 40:06

Yeah,

Defendant Rinaldi 40:06

okay, um,

Attorney Monteleone 40:29

I object to playing the playing of the audio, because A I haven't received it. And B is he's laid insufficient foundation to authenticate it or to overcome the fiercely nature of individuals who are not agents of the parties.

Defendant Rinaldi 40:48

So I did send this yesterday. He said he couldn't open it, but I did send it. I had no problem opening it, and I sent it before 4 also, it's a business meeting with everyone involved, discussing the topics at hand. I mean, it couldn't be better evidence and more reliable evidence. And it's, it's, you know, a recording

Justice Daniel Billings 41:07

He just said he didn't receive it. Did you receive it in discovery?

Attorney Monteleone 41:07

No, I I received, I did not. I'm not aware of receiving this, this audio tape of this meeting and discovery. I have not heard it before. I was able to see when I when I looked at Mr. Rinaldi And all these files this morning that he's populated with more items, I presume, including this file. But as of, as of Tuesday, this this audio was not available to me. I have not yet reviewed it.

Defendant Rinaldi 41:33

This was sent before four because

Justice Daniel Billings 41:37

was this provided during the discovery.

Defendant Rinaldi 41:39

It was never requested.

Justice Daniel Billings 41:41

Well, you could break it down like this assuming you have access to your discovery.

Defendant Rinaldi 41:50

He didn't asked for discoveries for 18 months in so they, I didn't have to turn anything over because he had waited too long

Attorney Monteleone 42:07

There's, there's no such relay on the record of this nature. In fact, we've had, we've had repeated 26g conferences about Mr. Rinaldi's failure to respond to specific discovery quests or produce anything in discovery other than items that he's independently determined to be responsive.

Defendant Rinaldi 42:24

So that's that's not true. There isn't a ruling stating that I didn't but justice O'Neill order because I stated, I mean, he didn't even want discovery, and all of a sudden when I file for summary judgment all of a sudden he needed it now. And it was and I've turned over, not just I've turned over everything

Justice Daniel Billings 42:43

But not this

Defendant Rinaldi 42:46

well, I didn't think I needed this, and it's a lot of swearing. It's a little tense. Only reason I did decide to was I was re listening to it, and in one part, oh, there's a lot going on in here, but it discusses the Derek Ray the damage, like the messed up stuff at the house and but Andy's like, yells at me the day before he's nice on it,

Justice Daniel Billings 43:08

Stop talking about the content.

Defendant Rinaldi 43:09

I'm sorry, I'm sorry, I'm sorry.

Attorney Monteleone 43:12

I also just clarify that my plaintiff's discovery request, that's dated July 1 2022 requested all documents considered or anticipated for use as an exhibit at trial or any other evidentiary proceeding in the above caption matter so it's clearly been requested and not provided.

Defendant Rinaldi 43:32

They didn't provide the text messages. I didn't get any discovery from them. Pretty much that was anything. It was just a bunch of copies of stuff

Justice Daniel Billings 43:38

You had it before trial. (ANNOYED)

Defendant Rinaldi 43:39

What's that

Justice Daniel Billings 43:40

you got it before trial (ANNOYED)

Defendant Rinaldi 43:42

Yeah. I mean, they gave it as well, and it speaks directly to when they you know, I was on the stand the other day, he's coming at me. So, you know, I when I listened before it's 40 minutes long. So I really didn't listen to all of it, and what I heard was mostly just yelling. Most of it isn't really super relevant, but there are a few sections that I found that were relevant. There's a lot of, I mean, I've turned over anything and everything to him, this, I didn't think it really mattered.

Justice Daniel Billings 44:14

When was the first time that you sent this to Mr Monteleone

Defendant Rinaldi 44:17

I sent him this yesterday.

Justice Daniel Billings 44:19

It's excluded, not provided during discovery and not Not, not even providing consistent with the court order

Defendant Rinaldi 44:42

so the court order, I'm just trying to

Justice Daniel Billings 44:46

number one, it would have been responsive to that discovery request that Mr. Monteleone just read

Defendant Rinaldi 44:52

But we went back and forth on that with Justice O'Neill, and he never made me turn anything over. And, um.

Justice Daniel Billings 44:59

Uh, well, first it's presumed that you're going to respond to discover the only time the court gets involved is if there's an objection, you don't get to just not provide something and then say I responded, and then say the court didn't tell me.

Defendant Rinaldi 45:21

I responded. I responded to this,

Justice Daniel Billings 45:23

but you didn't provide this

Defendant Rinaldi 45:24

No, but my response was objection, just like he objects to all mine, same thing. He just

Justice Daniel Billings 45:29

We have a court order that says, The that you have a court order that says that, The that no response needs to be provided to the

Defendant Rinaldi 45:41

I did. I did respond, though, to him, so I'm saying

Justice Daniel Billings 45:44

But you didn't provide this,

Defendant Rinaldi 45:45

yeah. But an objection is a complete response. So just like his responses to me, he says, it all the time, an objection is a complete response,

Justice Daniel Billings 45:53

I told you, you need to give him all this. All is discovery by 4pm. Well, number one prior court order that required all the exhibits to be presented before trial, then I gave you another chance on Monday to provide it by 4pm on Tuesday,

Defendant Rinaldi 46:14

I did provide this by fours, its one of the few things I did,

Justice Daniel Billings 46:19

well, that's not what I'm hearing from Council.

Defendant Rinaldi 46:22

I 100% did, and again, the only reason I tried this method is because he didn't want me at his office. I felt uncomfortable going there if I did go there it would have been a bit more easier to deliver the stuff I had.

Attorney Monteleone 46:34

Mr Rinaldi said a moment ago that he provided it online yesterday, before 4pm which was Wednesday. The order was before 4pm on Tuesday.

Defendant Rinaldi 46:44

No , I did it. Or whenever the order was,

Justice Daniel Billings 46:47

You just said, two minutes ago, we can play it back. You provided it yesterday.

Defendant Rinaldi 46:53

Whenever the order was, I did it for the 4pm when you emailed me that day, I didn't mean to say yesterday, I'm literally not going on a ton of sleep right now, the day of that deadline I present, I sent it 100% I probably can find a time stamp in there.

Justice Daniel Billings 47:09

I mean, this is fundamentally unfair that in the middle of trial, your you want to present a recording that you never provided to the plaintiff before trial,

Defendant Rinaldi 47:23

the courts demanded him turn over text messages they didn't and then

Justice Daniel Billings 47:29

answer it. So you think this is fair? If he showed up with a recording that had you saying, screw them, I'm not going to comply with the contract, and he wanted to present that today and had never been provided you is before the trial, you think that would be fair?

Defendant Rinaldi 47:42

I mean, it I understand what you're saying, but, I mean, we trying to get to the truth here, you know? And I, I didn't think it was relevant before. It was a bunch of yelling. And the only thing I caught one line where Andy's likes, you know, I won't say it because

Justice Daniel Billings 47:58

so it hasn't been. It's excluded because it hasn't been it wasn't provided in response to discovery, it wasn't provided and the pre it wasn't provided consistent with pre trial orders about presenting exhibits and and accepting Council's representations that He could not access it before 4pm on Tuesday, and the defendant said on the record just moments ago, he provided it yesterday. I for all those reasons,

Defendant Rinaldi 48:21

I didn't mean to misspeak.

Justice Daniel Billings 48:33

for all those reasons, it's excluded, and it's fundamentally unfair. You don't have trials by ambush.

Defendant Rinaldi 48:41

Okay? Just it goes along with all my other evidence

Justice Daniel Billings 48:47

I ruled

Defendant Rinaldi 49:33

No, I'm sorry. I'm sorry. I so if you want to get an exhibit B again,

Plaintiff Pierce 49:46

am I back in your book?

Defendant Rinaldi 49:47

Back in my book? Yep, and that's so I had them backwards, so guessing that's going to be the first one since ex parte on it.

Plaintiff Pierce 49:58

Exhibit B. B1

Defendant Rinaldi 50:00

yes,

Plaintiff Pierce 50:15

you have a page number for this page six? No, they should be the first

Defendant Rinaldi 50:17

No, they should be the first document, because remember, I'm back. I mix them up on that last one.

Plaintiff Pierce 50:22

First document D1?

Defendant Rinaldi 50:25

Yes,

Justice Daniel Billings 50:25

what is the document entitled? If you want to ask

Defendant Rinaldi 50:30

It's the ex parte so

Justice Daniel Billings 50:32

read the title of the document.(annoyed)

Defendant Rinaldi 50:34

Yeah, it says,

Plaintiff Pierce 50:36

I see it right here.

Justice Daniel Billings 50:39

Do you even have the docket in front of you? (ANNOYED)

Defendant Rinaldi 50:39

I'm pulling it up now. It's right here. Plaintiff's ex parte motion for attachment. page.

Attorney Monteleone 50:41

All right, I have additional copies of the pleadings that are in this folder. I'm happy to to allow Mr Rinaldi to utilize this binder.

Defendant Rinaldi 50:53

Thank you, i Appreciate it.

Attorney Monteleone 50:56

I just ask that we clearly identify each document relative to the caption, so I can identify,

Defendant Rinaldi 51:12

yeah, the rate of page five of the normal page number says plaintiffs have additionally suffered contract damages of 7546 compensate. Compensation defense, promise to pay to plaintiffs at closing pursuant to the contracts rate lock agreement, were you, did you have to? Did you end up having to pay any of that? Or did that because the closing fell through, went away?

Plaintiff Pierce 51:54

The rate lock

Defendant Rinaldi 51:55

Yes,

Plaintiff Pierce 51:55

I don't believe I had to pay it

Defendant Rinaldi 51:57

because everything fell through,

Plaintiff Pierce 51:57

Yeah I don't believe I had to pay it

Defendant Rinaldi 52:22

okay. If you go to page seven, It's down at third paragraph, defendant has demonstrated intent to evade the legal process and immediately had the opportunity to sell the property to a third party pursuant to terms not publicly available. It goes on to say that I was trying to evade, you know, it was only after I was notified of the lawsuit that I tried to sell the property. But, I mean, you were obviously aware that I had to sell the property to Somebody obviously, because of my my loan, correct?

Plaintiff Pierce 52:56

Yeah I don't know what the very specific terms were on your loan. That's your business that I had no part of

Defendant Rinaldi 53:01

Yeah. Now I was told by both agents multiple times threaten that I'm going to lose the house from Lincoln capital. Did they ever discuss that with you or anything like that?

Attorney Monteleone 53:18

Objection calls for hearsay statement of Mr. Pierce's agent to Mr. Pierce is not an exception to hearsay rule

Justice Daniel Billings 53:27

objectionable overruled I think there are other exceptions that could apply.

Defendant Rinaldi 53:33

Did they ever discuss, you know, Lincoln possibly taking the house and whatnot.

Plaintiff Pierce 53:40

I'm sure they did. I mean, there was a lot of back and forth. I'm sure they did. I don't have a direct recollection of what they said. Yeah, I'm sure it was definitely said

Defendant Rinaldi 53:54

during that meeting that we had with everyone. We discussed the grout Woody was ready to kill me. I think you remember that.

Plaintiff Pierce 54:03

Yup

Defendant Rinaldi 54:04

And then the door, which was Woody, again, two doors, I actually like the guy, but he's a little nuts, um. But then, as it kept going, and Andy slapped the wall the insulation. Remember the insulation that's section of insulation in that big bonus room that was missing, and

Plaintiff Pierce 54:25

Yup

Defendant Rinaldi 54:25

When they did there infrared

Plaintiff Pierce 54:25

When they scanned

Defendant Rinaldi 54:25

infrared, yeah, um, and do you recall Andy screaming at me during that?

Plaintiff Pierce 54:33

I recall everybody, screaming at everybody that was, I can't specify who was screaming at who but it was very chaotic,

Defendant Rinaldi 54:39

yeah. So if there was all this equity in this home, why do you think I was getting such a hard time about little, little things and getting yelled at so much if, if there was so much equity,

Attorney Monteleone 54:50

**objection calls for speculation beyond this, this witness of the personal knowledge,
Objection overruled**

Defendant Rinaldi 54:57

There were giving me a bunch of shit remember, excuse my language. But. Yeah, there was, you know, clearly, a lot of equity in the house. So, you know, if you were to close, you would have walked into that. Why do you, do you know, why? What your opinion on

why I was getting so much, they were so intensively with me when, you know, really, they were benefiting. Well, you would have benefited if they allowed it closed.

Plaintiff Pierce 55:21

I don't really know. I mean, I think it was just everybody yelling at everyone and pointing the finger, and everyone,

Defendant Rinaldi 55:26

mostly me,

Plaintiff Pierce 55:27

I tried to defend you that day.

Defendant Rinaldi 55:29

You were great. You were you didn't do anything wrong there. You actually tried to tell everyone,

Plaintiff Pierce 55:33

yeah, I did.

Defendant Rinaldi 55:33

You did. You did,

Plaintiff Pierce 55:35

And what everyone was yelling about, yeah, like that. It's kind of a big blur. All I know is,

Defendant Rinaldi 55:42

no, it was, it was nuts.

Plaintiff Pierce 55:44

Yeah, I don't know specifically why they would be giving you a hard time over anyone else. Yeah, because they work together.

Defendant Rinaldi 55:53

Do you know anything of Derek Ray, his past experience? Anything like that?

Plaintiff Pierce 55:53

It's very limited.

Defendant Rinaldi 55:54

Would you agree that he presents himself like he was an expert builder,

Plaintiff Pierce 56:06

yeah. I mean, he carried himself well.

Defendant Rinaldi 56:08

I mean, he did so you would agree with that, correct? Yeah, okay, now the possession prior to closing in February, the similar question where, you know, they said, Oh, or James said, the consideration was that you wouldn't walk away. Now I was offering them possession as like they like, so that you wouldn't go anywhere. I was just told to put the pod on the property, they said sign this and I did again, back to the there being equity in the home would make sense? Would you? Would make sense? We would walk away if, obviously, is equity there, and you like the home and blah, blah.

Plaintiff Pierce 56:53

I couldn't walk away

Defendant Rinaldi 56:53

So, no, I understand I'm saying, I don't know if I'm, I'm explaining it well. They're saying, I'm I'm saying, Here, there's this possession, so you don't walk away. But if you're getting such a great deal, it should definitely make sense that I'm offering, you know, anything really, you know? I mean, so

Plaintiff Pierce 56:54

I don't quite understand the question. I mean, I I couldn't walk away.

Defendant Rinaldi 57:14

No, I understand. No, I get you, I guess, by the way, saying it may be like because we never, I mean, we really didn't have really many issues. If anything, it was really everyone else. So like with the rate lock Addendum and the possession prior to closing, both of those have been characterized as being done to compensate you for whatever delays or this or that. But there was never talks between us about that. There was never any issues between us that was all done with the realtors, correct?

Plaintiff Pierce 57:52

I mean, you had to have agreed to it and maybe signed,

Defendant Rinaldi 57:14

oh, I signed it, and I definitely signed it, but, you know, I

Plaintiff Pierce 57:57

I have to thought it was a mutual understanding between all of us. ,

Defendant Rinaldi 58:01

no, I again. You know, they said sign the extension on the rate lock. So I signed. Didn't know it was a rate lock, but that's neither here nor there. So did Andy ever say this house was very custom. It's in a beautiful area that's crazy, rocky wetlands a lot.

Attorney Monteleone 58:21

Objection your honor You know, the question is essentially testimony,

Defendant Rinaldi 58:24

yeah, I will. Im sorry, yeah, um, did Andy discuss with you, or did you ever ask Andy? I mean, how is he going to finish this in time? I know, you know, it isn't your field. I get that. But is there any other discussions like, you know, he's building himself. You know, it's going to take, you know, take a while.

Plaintiff Pierce 58:43

I mean, I'm, I'm sure there was, but, you know, I trusted your word at the time that that you were going to get this project done.

Defendant Rinaldi 58:52

Yeah. I mean, obviously, yeah. Well, covid got worse, and then you are, were you aware that I had to fix a lot of Derek Rays work?

Plaintiff Pierce 59:03

I wasn't filled in on details

Defendant Rinaldi 59:07

other than that meeting where you saw the grout

Plaintiff Pierce 59:09

yeah.

Defendant Rinaldi 59:10

Now, what is your opinion on what you saw that day, the things I brought up, if you remember,

Plaintiff Pierce 59:16

I couldn't tell you anything of substance.

Defendant Rinaldi 59:20

I understand, but obviously you're aware that there I was. You know, there was stuff put in improperly that needed to be fixed

Plaintiff Pierce 59:27

Yeah, I just really remember you and the older gentlemen yelling. Everyone was very chaotic. I don't respond well to those situations.

Defendant Rinaldi 59:35

Yeah, it was nuts. I was Yeah. Anyways. Andy lord he definitely was, I mean, I

Justice Daniel Billings 59:45

question, sir,

Defendant Rinaldi 59:46

yeah , sorry, sorry, sorry, um, after the closing fell through, Matt was one of your witnesses. Did you meet with him? Did you guys have, um. Um, what kind of discussions were between you and Matt at that point.

Attorney Monteleone 1:00:06

Objection calls for hearsay statement at a point in time in which the agent is no longer Mr Rinaldi's Agent after the closing had fallen through

Justice Daniel Billings 1:00:17

objections over overruled

Plaintiff Pierce 1:00:19

I didn't speak much with them. I believe I saw him a total of maybe 20 minutes.

Defendant Rinaldi 1:00:25

Yeah, he wasn't around, yeah, but he did. It is correct that he wrote an affidavit for you guys early on,

Plaintiff Pierce 1:00:35

I believe so,

Defendant Rinaldi 1:00:36

yeah, but that was nothing between you and you and no, no discussions were between you and him. It Was between maybe Andy and him, or something along those lines,

Plaintiff Pierce 1:00:58

I hardly ever spoken to him

Defendant Rinaldi 1:00:48

Okay, fair enough, I will not be to much Longer. One second look for one thing I Okay, so last document, angle i Yes, actually, honestly. So, yeah, I am not going to waste any of you guys time. It will actually give me more time to put everything together for tomorrow so it's done properly and better presented so, and I obviously been awesome. So I have no, no issues with you, do, because I plan on using that for a lot of it, but I don't think I mean you obviously ruled. So, so yeah, James, you're you're good, I'm good. Thank you.

Justice Daniel Billings 1:02:13

Any follow Mr Monteleone

Attorney Monteleone 1:02:19

Just two questions your honor Questions, regarding the possession prior to closing addendum that came after construction was delayed seemed to suggest that you were not affected or harmed by the delays. How did the months long delays from when the project was scheduled to be completed to when it was scheduled to be closed, actually affect you?

Plaintiff Pierce 1:03:27

Well, I believe, if I remember correctly, our original close was for November, if I remember correctly, and I had planned for that. So I had given up my shops, days, shut down my business, my finance left her career, and preparation to move. So it was, you know, and then we fast forward to March. We had just been in limbo that whole time. Everything was packed. We were living out of boxes. The pressure was on for us. It was, it was it was not a good situation. I mean, it was just every day, you know, every time we spoke, it's going to be ready next week, ready next week. And it just, it turned into a very lengthy process

Attorney Monteleone 1:04:10

and another point and and Mr. Rinaldi's questioning, he had, he observed that you have benefited, had and others affiliated with the transaction allowed you to close. In fact, who prevented this from this transaction from closing?

Plaintiff Pierce 1:04:10

Mr Rinaldi

Attorney Monteleone 1:04:10

Why is that?

Plaintiff Pierce 1:04:21

He didn't show up

Justice Daniel Billings 1:04:24

You can follow up on those questions

Defendant Rinaldi 1:04:45

when we first met at the property and we were discussing, you know, what I'd like to do with it and this and that before you made an offer. We all like having, you know, Good talk, because obviously this house is, again, not cookie cutter.

Justice Daniel Billings 1:04:37

Question (ANNOYED)

Defendant Rinaldi 1:05:07

Sorry, you had mentioned you don't care if this takes till next year as long as it's built, right? Do you remember us having that conversation when we very first met,

Plaintiff Pierce 1:05:21

I don't recall specifically saying that, yeah, I could have

Defendant Rinaldi 1:05:25

got you,

Plaintiff Pierce 1:05:27

that conversations for many years ago,

Defendant Rinaldi 1:05:29

Things changed in you know, also, yeah, the question was, oh, sorry, he asked you, who caused the were you aware I was driving to closing when I got the call for Matt, where he was telling me to shove it up, you know,

Plaintiff Pierce 1:05:29

I don't know if you were on your way to closing

Defendant Rinaldi 1:05:53

so you weren't aware if

Plaintiff Pierce 1:05:54

I wasn't involved in any of those conversations, they were back and forth with you

Defendant Rinaldi 1:05:58

So Matt, so was when Matt was screaming at me, you weren't

Plaintiff Pierce 1:06:03

I don't believe I was even present for that. I don't, believe Matt was even at the office

Defendant Rinaldi 1:06:03

okay, oh, really

Plaintiff Pierce 1:06:08

I don't recall. I know that I had zero involvement with those conversations.

Defendant Rinaldi 1:06:13

Yeah, I got you.

Plaintiff Pierce 1:06:13

I was just at the closing table

Defendant Rinaldi 1:06:15

So you understand, you know, I'm being told they were being offered something and it's not coming. I mean, you know, I'm trying to provide my end of the bargain, and I'm not getting it. You might not be aware of it, but you'd understand why I may not close if that was the case. I mean, I mean, you weren't getting the full picture, obviously, from Andy, it seems,

Attorney Monteleone 1:06:39

Objectio outside of scope

Defendant Rinaldi 1:06:40

I don't think there's a question there.

Justice Daniel Billings 1:06:44

Objection sustained

Defendant Rinaldi 1:06:45

Yeah.

Justice Daniel Billings 1:06:50

Okay, thank you.

Defendant Rinaldi 1:06:52

Thank you. Thank you.

Justice Daniel Billings 1:06:54

So Mr. Rinaldi what is your plan from here?

Defendant Rinaldi 1:06:58

So Tomorrow, I'm going to take stand, and then we'll do closing

Justice Daniel Billings 1:07:04

Well Mr Monteleone may wish to call the rebuttal witnesses. So we need to make opportunity for that. I mean, how much time I'm concerned, given how this morning went, of getting done tomorrow. I understand you have reasonable things that, yeah, this afternoon, so I completely respect that. So I and I want to allow you to do that as a human being. So, so we're starting the same spot as but we need to get this done. And so you've so I if we're gonna break for today, yeah, and it the break would be at your request, correct, because we could keep going available till four o'clock. I said, Mr. Monteleone and Mr. Pierce are as well. You've made a reasonable request to break, and I'm fine with that, but I

don't want to be back here tomorrow, and a suggestion we don't have enough time get done. You don't have a fair opportunity. Is that what you want to present? So that's all I'm concerned about. I don't have any issue with your request, but I don't want it to then come back tomorrow. Some suggestion that you don't have enough time,

Defendant Rinaldi 1:08:18

should I i'm just, I am wiped right now this I'm tempted to just take the stand for like an hour or something like that, but I just

Justice Daniel Billings 1:08:30

mean, I mean, part of it, if you're not properly prepared, that might not be

Defendant Rinaldi 1:08:35

I should be better prepared tomorrow. I'm in

Justice Daniel Billings 1:08:39

So can we go through the recordings, I've already ruled on the one, what the other recordings are, who's at the meetings, and how long they are, because that's part of my concern about because it may be that some of them, if they were presented, were there any recordings presented during discovery?

Attorney Monteleone 1:08:59

There was a recording of a meeting that I think occurred on March, 3 or fourth, third, fourth or fifth, around the closing that involved Mr. Rinaldi representatives Mr rinaldi's agent and representatives of Mr Rinaldi bank. That recording is the only recording that's been provided,

Defendant Rinaldi 1:09:17

and then the one where Matt's

Attorney Monteleone 1:09:19

And there was a recording that was provided this week with with, apparently, with Mr Lord

Defendant Rinaldi 1:09:26

I provided them two going back the whole way, like right in the beginning, one of them was really quick. It's when Matt told me to shove it up

Justice Daniel Billings 1:09:35

Right thats you and

Defendant Rinaldi 1:09:36

my realtor.

Justice Daniel Billings 1:09:38

And your realtor

Defendant Rinaldi 1:09:40

Yeah, so and then the other one. Andy's aware of the meeting and whatnot, but once 40 minutes, and other one's like two minutes, right?

Justice Daniel Billings 1:09:47

Is the 40 minute, the one that I just excluded?

Defendant Rinaldi 1:09:50

No, no, he's had this for years,

Justice Daniel Billings 1:09:52

but that's between you, your agent, and your bank,

Defendant Rinaldi 1:09:55

Yeah but Andy was aware of it. Was discussing. He left and called Drew. So, I mean, it was,

Justice Daniel Billings 1:10:01

I thought there was some reference to a meeting between you and Andy.

Defendant Rinaldi 1:10:05

No, this. So Andy checks in on the meeting. This meeting was to try. They made an offer to me during the meeting.

Justice Daniel Billings 1:10:12

So getting past the foundational issues,

Defendant Rinaldi 1:10:18

yeah,

Justice Daniel Billings 1:10:19

which you assuming you can do that, the only out of court statements that would be admissible for the truth of the matter would be out of court statements by Mr. Pierce or his agent, not out of court statements by your agent. (HUGE LIE)

Defendant Rinaldi 1:10:37

I don't understand what you mean by that.

Justice Daniel Billings 1:10:38

Well, that's the, I mean, it's, it's in the rules of evidence (HUGE LIE)

Defendant Rinaldi 1:10:41

So this is a business meeting. That's

Justice Daniel Billings 1:10:43

Just because it's the business meeting doesn't mean it's admissible (ANNOYED)

Defendant Rinaldi 1:10:47

It's regarding the closing that just fell through. And this was trying to salvage it and negotiate between Drew and I

Justice Daniel Billings 1:10:56

What you're neither. Mr Pierce, you're telling me it's a meeting.

Defendant Rinaldi 1:11:01

Both Andy and Matt worked for landing. They both were on the same acting

Justice Daniel Billings 1:11:05

I mean, you had an issue between how the real estate business works, but, but that's the real estate business

Defendant Rinaldi 1:11:12

there's text where Andy's checking, and how's it going. Like, Andy met with Lincoln the day before, with Matt by without me. I mean, this is, this is literally like, and not only that it goes to prior inconsistent statements. So because Matt testified, and this is proven that, and it goes directly to the breach

Justice Daniel Billings 1:11:30

you can present the witness with prior inconsistency, okay, so I get that you can clearly, do yeah, no, and you I think you did some of that. Yeah. I mean, you can present them before, but you can, yeah, so I'm with you on that, yeah, but that doesn't make you can have a 40 minute meeting. If there's prior inconsistent statements in that 40 minute meeting, those prior inconsistent statements, the witness can be confronted with those statements. It doesn't make the whole 40 minute meeting admissible (HUGE LIE)

Defendant Rinaldi 1:12:01

I get you, but, but, yeah, this was, you know, again, Lincoln and landing were very integral working together. They were doing things without me as well. So, but Andy was, like I said, checked in on the meeting. You know, there's, there's plenty of evidence showing that he was aware of it, and and and and all that. He even testified that he was, you know,

Justice Daniel Billings 1:12:23

Well to the extent there's recordings that have been that were that were presented during the discovery period of statements by Mr. Pierce's agent about the transaction, assuming those recordings can be authenticated by you as a witness when you testify, those may be admissible. So, but statements by your agents, your lender aren't admissible (HUGE LIE)

Defendant Rinaldi 1:13:05

why wouldn't those be admissible?

Justice Daniel Billings 1:13:06

Because they're hearsay, they're out of court, statements offered for the truth or not.

Defendant Rinaldi 1:13:07

I mean, they're an actual record of what happened that day, like the truth, not what he said, that's, that's what happened. You know,

Justice Daniel Billings 1:13:11

Just because somebody said it doesn't mean it was the truth. (WOW, JUSTICE BILLINGS DOESN'T WANT THE TRUTH PRESENTED)

Defendant Rinaldi 1:13:14

But I mean, we, I mean I was told by Justice O'Neil

Justice Daniel Billings 1:13:17

that's the rules of evidence. (HUGE LIE)

Defendant Rinaldi 1:13:18

The fairest thing to do is go to trial and that we'll see all the evidence. And, you know, he's had this for three years. He's never objected to it at any point. It's, you know, it's, it's, if I didn't have that, because they, they filed affidavits saying what happened at that meeting, all of them like, this is what was agreed to, and this proved that they were all not telling the truth. Again, it's, it's, he, my realtor leaves and calls Drew. At one point during the meeting, he said, I gotta call Drew. And he leaves, goes outside, comes back and says he agreed to do X, Y and Z. I mean, it is like, once you hear it, it's, it's, you know, everyone's involved. It's just, Andy just wasn't actually present when he was checking in, texting Matt, how's it going? I mean, it's it's clearly

Justice Daniel Billings 1:14:06

Again the rules of evidence out of court statements, again, prior, inconsistent statements that can be used when the witness testifies. And out of court statement by a party or the party's agent, as long as the statements were about, something the agent was authorized about, are admissible, but statements by your agents, your lender, I umm (HUGE LIE)

Defendant Rinaldi 1:14:41

It just seems odd to me that, I mean, it's if I didn't have that they would have their whole second story would have been my word against theirs,

Attorney Monteleone 1:14:49

Your honor. I just want to object to taking a recess at this stage. This proceeding was set for three days. The court. Generously added a fourth day, which is the day for tomorrow.

Justice Daniel Billings 1:15:04

And again, I did that because I thought it was reasonable that people might have to go over some given the given the passage of time, which was no fault to either party, that it might take more time to present the rest of the case because it's different than when you're doing everything in consecutive days in one week. So that's why I did that. It to the extent the time is necessary, is a different matter. But just to be clear, that was because the delay was entirely due to the court, not the parties. That's why

Attorney Monteleone 1:15:38

I certainly understand and appreciate that. What like to express is that I mean, in this proceeding so far, Mr. Rinaldi is has appeared late by 15 to 30 minutes every single day that this has been this has been drawn out to a degree that appears to be unnecessary. He's expressed the need to attend a funeral at 3pm I by no means am I suggesting that Mr. Rinaldi should be required to miss that or even to cut it close for that, but we still have have three hours of time available to essentially try to wade through this, to ensure that we can get done and minimize the burden that Mr. Pierce has suffered by having to again be here, staying in a hotel and trying to participate in process as best he can. Go ahead Mr Rinaldi

Defendant Rinaldi 1:16:28

I mean, Diane asked me if I'd be available. I told her I would. So I've been leaving here and going to work. I've been burning the candle on both ends, I was late today. I called the court let them know my truck keeps stalling when I go to idle. But previous days, I was not that late. And was late. It's not easy to find a parking spot, but also I wasn't given time to get witnesses and anything like that. He had two full days to present his case. So, I mean, it's almost there. I'm not even giving you full two days because of closing. So it just seems almost fair that, you know, I mean, I'm just burnt right now.

Justice Daniel Billings 1:17:09

I understand the point that Mr. Monteleone has made, and it's a legitimate one. On the other hand, I'm going to grant the defendant's request, but basically I need to get through your presentation in the morning if we're going to break again. I agree with Mr. Monteleone that we could continue today, you're asking for time both to be better prepared and and again, what you're telling me about being tired is the court recognizes so. But you know, we'll start at nine tomorrow, and basically you've got till including some time for cross examination, keeping in mind that is, well, we need to get through your presentation in the morning, and then we'll go to and then we'll break we'll come back. Mr. Monteleone, may or may not want to present some rebuttal testimony. I assume if he does, that'll be fairly brief, but if he does, he needs he the plaintiff is entitled to that. Again, it's rebuttal. It's not new stuff. It's only responding to things that you heard for the first time in your case, and may not be much of that. And then we'll move on to closings from there. But part of the reason I'm saying that I want to be done in the morning with your presentation is to not preclude some time for rebuttal. Again, I suspect, if there's any rebuttal to be fairly brief, but that's my guess. And it's Mr. Model or clients who have the right to do that, and I can't preclude that, so as long as we can proceed under that manner, and as well as doing the unpleasant task of supporting friends at the funeral. You spend some of the time getting prepared for tomorrow. I frankly, think it'll Yeah, at the end of the day. It might make things better. So over the point of objection, I'm going to grant the request of the defendant, and we will proceed in that manner, but I'm going to enforce those time on us tomorrow, because we're proceeding in this way at your request. Council first, just

Attorney Monteleone 1:19:48

a procedural matter. Is the court inclined to receive written submissions of proposed findings of facts, conclusions of law in this matter, or would the court prefer? To receive that material in the form of a closing.

Justice Daniel Billings 1:20:02

I wouldn't preclude that if people want to do it, but frankly, I want to have time for closing because I have questions, not factual questions, but questions about arguments.

Obviously, I've asked some questions during the course of these proceedings, which, in my view, is appropriate given the bench nature of it, I will say, Mr. Rinaldi, I asked you some questions earlier in the week which were fairly pointed. I should have said it on Monday that that shouldn't be taken to mean that I had reached the conclusions on the things I was confronting you with, but I find sometimes with when people are confronted with conclusions that one may reach, they come up with responses that convince me why I should not reach that conclusion. So that's what I was doing to assure you that I haven't made up of my my mind on this case, because I have and so, but I find, anyways, I find closings helpful when there can be some give and take. But that doesn't preclude the possibility of addition to additional submissions. So to the extent you have thoughts about that, I'm open to that and for both of you so we can discuss that tomorrow. Okay, thank you. Courts in recesss 9am tomorrow. Keep that in mind. Pardon me,

Anthony Rinaldi
Westbrook
LD 1766

This Legislature is wasting the public's time. No law passed by this body has any legitimacy when the judicial system enforcing it is demonstrably corrupted. When judges suppress evidence, misrepresent basic rules of law, tolerate perjury, and openly deny due process, the rule of law no longer exists. At that point, legislation is a fraud.

I unequivocally oppose the current bill. Passing new laws while ignoring documented judicial misconduct is not governance—it is complicity. A judiciary that operates without accountability nullifies every statute, regulation, and constitutional guarantee this Legislature claims to uphold.

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.

This body has no moral authority to advance legislation while courts are allowed to operate as unaccountable political actors rather than neutral arbiters of law. Until the Legislature confronts how judges can suppress truth, distort the law, and escape scrutiny, every bill passed here is meaningless.

I therefore demand an immediate, formal investigation by the Legislature and Judiciary Committee into judicial misconduct, institutional cover-ups, and the complete breakdown of accountability within the court system. Fix the courts—or stop pretending the law matters.

A corrupted judiciary makes democracy a lie.