
I. COUNT-BY-COUNT CHARGING RECOMMENDATIONS

PERJURY – 17-A M.R.S. § 451

(Representative counts showing pattern and intent; prosecutors may add counts as desired.)

Count 1 – Denial of Existing Addendum (Objective Falsehood)

- Statement under oath: “No addendum existed” modifying scope.
- Falsity: Addendum 1 exists; Lord drafted and circulated it.
- Materiality: Contract scope and breach analysis.
- Knowledge: Author of the document.
- Proof: Addendum 1; trial transcript.
- Notes: Cleanest, documentary count.

Count 2 – Absolute Denial of Buyer-Requested Changes

- Statement: “No” changes requested.
- Falsity: Buyer admitted plumbing changes; audio captures Lord stating garage drywall request.
- Materiality: Scope, cost, delay.
- Knowledge: Lord personally involved.
- Notes: Absolutist denial defeats mistake defense.

Count 3 – False Number of Contract Extensions

- Statement: Contract extended “four to five” times.
- Falsity: Record shows three extensions; attribution misstated.
- Materiality: Delay and breach.
- Knowledge: Lord prepared extensions.

- Notes: Numerical falsity—high credibility.

Count 4 – False Claim That No Work Was Being Done

- Statement: Work was not progressing.
- Falsity: Photos/inspections show ongoing construction.
- Materiality: Delay attribution.
- Knowledge: Site visits and contemporaneous awareness.
- Notes: Physical evidence contradiction.

Count 5 – False Escrow/Paint Obligation

- Statement: Paint was properly escrowed / escrow required.
- Falsity: Paint not in signed specs; contract authorizes no such escrow.
- Materiality: Right to close/conditions.
- Knowledge: Lord drafted specs.
- Notes: Invented contract term.

Count 6 – False Statements About Authority/Ability to Extend

- Statements: It was “not up to him” to extend; contract could/could not be extended; seller obligated to extend.
- Falsity: Extensions require mutual assent; Lord prepared addenda; mutually exclusive claims.
- Materiality: Validity of extensions and delay.
- Knowledge: Internal contradictions prove intent.
- Notes: Charge one representative false statement; use others as pattern evidence.

Count 7 – False Paving Obligation

- Statement: Paving could not be removed / was required.
- Falsity: Paving absent from signed specs.
- Materiality: Scope and cost.
- Knowledge: Lord drafted specs.
- Notes: Objective contract contradiction.

Count 8 – Recasting Marketing Email as Contractual Scope

- Statement: Pre-contract email defined scope.
- Falsity: Not incorporated; unsigned; contradicted by executed specs.
- Materiality: Defines obligations.
- Knowledge: Lord drafted contract.
- Notes: False statement of legal fact.

Count 9 – Financing Contingency Falsehood

- Statement: Email was a valid “made-application letter” satisfying contingency.
- Falsity: No lender letter attached; missing attachment.
- Materiality: Condition precedent; default.
- Knowledge: Knew attachment absent; disclaimed legal role.
- Notes: Substituted testimony for missing evidence.

Count 10 – Perjury by Omission (Affidavits)

- Statement: Sworn exhibits complete.
- Falsity: Admitted omission of material texts.
- Materiality: Escrow/breach communications.
- Knowledge: Conscious omission.
- Notes: Separate affidavit-based count.

Charging posture: File 8–10 representative counts to show pattern; reserve remaining lies as other-acts evidence of intent.

II. PROBABLE-CAUSE AFFIDAVIT (INVESTIGATOR-SWEARABLE)

STATE OF MAINE)

COUNTY OF _____) ss.

I, _____, being duly sworn, depose and state as follows:

1. Affiant & Purpose. I am a law-enforcement investigator assigned to review allegations of perjury arising from sworn affidavits and trial testimony given by Andrew S. Lord, a licensed Maine real estate broker, in *Pierce v. Rinaldi* (Cumberland County Superior Court, CV-2021-138).
2. Applicable Law. Under 17-A M.R.S. § 451, a person commits perjury if he makes a false statement under oath, concerning a material fact, believing it to be false.
3. Scope of Evidence. I reviewed trial transcripts, audio recordings, contracts and addenda, photographs, inspection records, and two sworn affidavits of Andrew Lord. I also reviewed an indexed analysis identifying 181 discrete false statements (LORD LIES FINAL).
4. Addendum Denial. At trial, Lord testified that no addendum existed modifying scope. Records show Addendum 1 exists, was drafted and circulated by Lord, and bears buyer signatures. This is a false denial of an objective historical fact known to Lord.
5. Buyer-Requested Changes. Lord testified that buyers requested no changes. The buyer admitted under oath to plumbing changes, and an audio recording captures Lord stating the buyer requested garage drywalling. Lord's absolute denial was false.
6. Extensions Miscount. Lord testified the contract was extended "four to five" times. The written record reflects three extensions, prepared by Lord, with attribution misstated. This numerical claim was false.
7. Work Progress. Lord testified that no work was being done. Photographs and inspections contemporaneous to the period show ongoing construction, contradicting his statement.
8. Escrow/Paint. Lord testified that paint was properly escrowed or that escrow was required. The signed specifications do not include paint, and the contract does not authorize such escrow. The testimony invents a contractual term.
9. Authority/Ability to Extend. Lord gave mutually exclusive sworn statements regarding who could extend and whether extension was possible, despite extensions requiring mutual assent and being prepared by Lord. The contradictions demonstrate knowledge of falsity.
10. Paving. Lord testified paving was required and could not be removed. The signed specifications omit paving. As drafter, Lord knew this.

11. Marketing Email as Scope. Lord testified a pre-contract marketing email defined contractual scope. The email was never incorporated, unsigned, and contradicted by executed specs.
12. Financing Contingency. Lord testified an email constituted a valid “made-application letter” satisfying financing. No lender letter was attached; the referenced attachment is missing.
13. Affidavit Omission. Lord submitted sworn affidavits later contradicted by evidence and admitted omitting material text messages from a sworn exhibit compilation previously represented as complete.
14. Materiality & Intent. The false statements concern core issues—scope, delay, authority, financing, and right to close. The volume, documentary contradictions, absolutist answers, and internal inconsistencies establish knowing falsity.
15. Probable Cause Conclusion. Based on the foregoing, there is probable cause to believe Andrew S. Lord committed multiple acts of perjury in violation of 17-A M.R.S. § 451.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant

Subscribed and sworn before me this ____ day of _____, 20.

Notary Public / Justice of the Peace

Anthony Rinaldi
Westbrook
LD 2193

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Andrew S. Lord committed multiple acts of perjury in violation of 17-A M.R.S. § 451.

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Notary Public / Justice of the Peace