

STATE OF MAINE
CUMBERLAND, SS

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-2021-__

DREW PIERCE and JANICE LARIVIERE,)

Plaintiffs)

v.)

ANTHONY MICHAEL RINALDI and)
SOUTHERN MAINE CONSTRUCTION,)
LLC,)

Defendants)

AFFIDAVIT OF ANDREW S. LORD

I, Andrew S. Lord, being duly sworn, declare and affirm that the following statements are true and correct and are based on my own personal knowledge:

1. I am over 18 years of age and am competent to testify to the matters addressed in this affidavit.
2. I am licensed in Maine as an associate real estate broker affiliated with Landing Real Estate, LLC. My brokerage work specializes in residential real estate purchases and sales, particularly in the Maine communities of Raymond, Gray, and Windham
3. I represented Mr. Pierce and Ms. Lariviere in entering into contract with Mr. Rinaldi and Southern Maine Construction, LLC for the purchase and sale of the property now known as 451 Cape Road, in Raymond, more particularly shown as Lot 20 on Raymond Tax Map 2 (the "Property").
4. The Property includes a four-bedroom, three-bathroom home totaling approximately 2,200 square feet that is located on a private, 4.5-acre lot in a highly desirable neighborhood of Raymond.

5. Since Mr. Pierce and Ms. Lariviere entered into the contract in August 2020 to purchase the Property for \$385,000, real estate values for similarly sized and similarly located residential properties have considerably increased.

6. The increased real estate value for the Property and similar real estate offerings is demonstrated by a recent re-listing of the Property that asked a listing price of \$475,000, and went under contract within days of listing.

7. A true and accurate copy of the Property's updated listing is attached hereto as Exhibit 1.

8. The Property was re-listed for sale on March 26, 2021, and shown as pending a sale to a third-party buyer on April 7, 2021.

9. The Property's fair market value in March 2021 ranged between \$500,000 and \$550,000, based upon market comparables. Real estate brokers in the current market are listing residential properties at prices calculated to draw multiple offers that increase contracted purchase prices approximately 10% above the list price, indicating that the Property likely went under contract around or about \$520,000.

10. Based on my experience with active real estate listings and recently closed sales for similar properties in the Raymond area, I believe Mr. Pierce and Ms. Lariviere now need to pay between \$500,000 and \$550,000 to purchase a comparable property of similar size, similar location, and similar amenities in the current market.

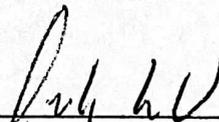
11. My projection that acquiring a comparable property would cost Mr. Pierce and Ms. Lariviere between \$500,000 and \$550,000 is based upon my experience and review of the current real estate market, particularly the following comparable properties recently sold or listed for sale:

- a. 57 Dutton Hill Rd, a 3 bed, 3 bath with 2000 square feet located on a 2.16 acre lot in Gray, listed for \$499,000;
- b. 9 Bowdens Way a 3 bed, 4 bath with 2800 square feet located on a 2.54 acre lot in Windham, sold for \$539,900;
- c. 14 Pennywhistle Dr, a 3 bed, 2 bath with 2034 square feet located on a 1.1 acre lot in Windham, listed for \$555,000

12. The above-referenced properties are comparable to the Property because they are similarly sized residences located in similarly desirable markets. However, the Property commands higher values than the above-referenced properties because the Property includes a significantly larger 4.6-acre lot, and the Property is new construction.

13. Anthony Rinaldi told me that he would not close on the contract to sell the Property to Mr. Pierce and Ms. Lariviere for \$385,000 because he wanted to make more money on the transaction by selling it to someone else at a higher sales price.

14. The images of text messages attached to the Complaint as Exhibit C (and attached hereto as Exhibit 2) are truly and accurately depict the entire series of text messages Anthony Rinaldi sent me on March 5, 2021.

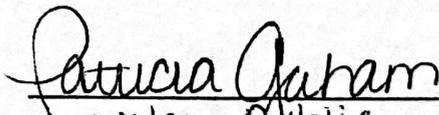


Andrew S. Lord

STATE OF MAINE
CUMBERLAND, ss.

April 8, 2021

Personally appeared the above-named Andrew S. Lord, and made oath as to the truth of the foregoing statements by him signed to be true and accurate and based on his own personal knowledge, information and belief, and to the extent the facts are based on his information and belief, he believes such facts to be true and accurate.



Notary Public
PATRICIA A. GORHAM
NOTARY PUBLIC
State of Maine
My Commission Expires
April 17, 2022



REQUEST INFO



PENDING

451 CAPE RD

RAYMOND, ME 04071

\$475,000



4
BEDROOMS

3
TOTAL BATHS

2
FULL BATHS

2,200
SQUARE FEET

4.47
ACRES

2020
YEAR BUILT

PENDING
STATUS

MLS#
1485397

EXHIBIT
Lord Ex. 1

Listed By
RE/MAX By The Bay

REQUEST INFO



This new Colonial home has an open layout floor plan, bright floors in Living Room, Dining Room and Kitchen. The well equipped kitchen offers an island, tile back splash, quartz counters, gas range and all stainless steel appliances. Laundry on second floor, Primary Suite with a walk in closet and radiant heat in en-suite bath. 3 additional bedrooms upstairs all with closets. This prime location offers the year-round benefits of the Sebago Lake region.

READ LESS

Details

INTERIOR

Appliances

Dishwasher, Dryer, Gas Range, Refrigerator, Washer

Bathrooms Full

2

Bathrooms Half

1

Bathrooms Total

3

Bedrooms Total

4

Flooring

Composition, Tile

REQUEST INFO



4,200 Sqr. Ft.

BUILDING AND CONSTRUCTION

Property Sub Type

Single Family Residence

Property Type

Residential

Year Built

2020

EXTERIOR AND LOT

Lot Size Acres

4.47

Lot Size Square Feet

194713

Site

Level,rolling/Sloping

Vehicle Storage

2 Car

Zoning

REQUEST INFO



UTILITIES

Cooling

Heat Pump

Heating

Heat Pump

Water Heater

Gas,tank

AREA AND SCHOOLS

City

Raymond

County Or Parish

Cumberland

FINANCIAL INFO

Tax Annual Amount

\$790.96

Tax Year

2020

REQUEST INFO



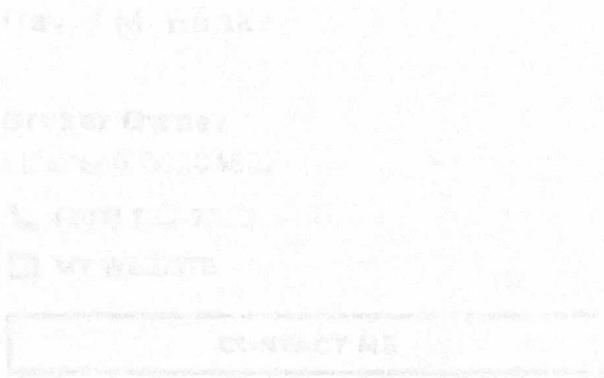
ADDITIONAL INFO

Heat Fuel

Electric,propane

Water Info: Water View

No



Listing By RE/MAX By The Bay

MLS# 1485397

Data Last Updated 12:00pm - 04/14/2021

Listing data is derived in whole or in part from the Maine IDX and is for consumers' personal, noncommercial use only. Dimensions are approximate and not guaranteed. All data should be independently verified. © 2021 Maine Real Estate Information System, Inc. All Rights Reserved. School data source: RE/MAX, LLC Mortgage calculator source: RE/MAX, LLC Demographic source: RE/MAX, LLC Transportation source: RE/MAX, LLC Property history source: RE/MAX, LLC

Listed By

REQUEST INFO



David M. Banks

Broker Owner

License# 00204562

(207) 553-7302

MY WEBSITE

CONTACT ME

I'm Interested

FIRST NAME

Enter your first name

LAST NAME

Enter your last name

EMAIL ADDRESS

Enter your email address

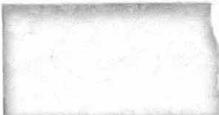
PHONE (OPTIONAL)

Enter your phone number

Schedule a showing

In Person Virtual **NEW**

CONTINUE



REQUEST INFO



Restaurants



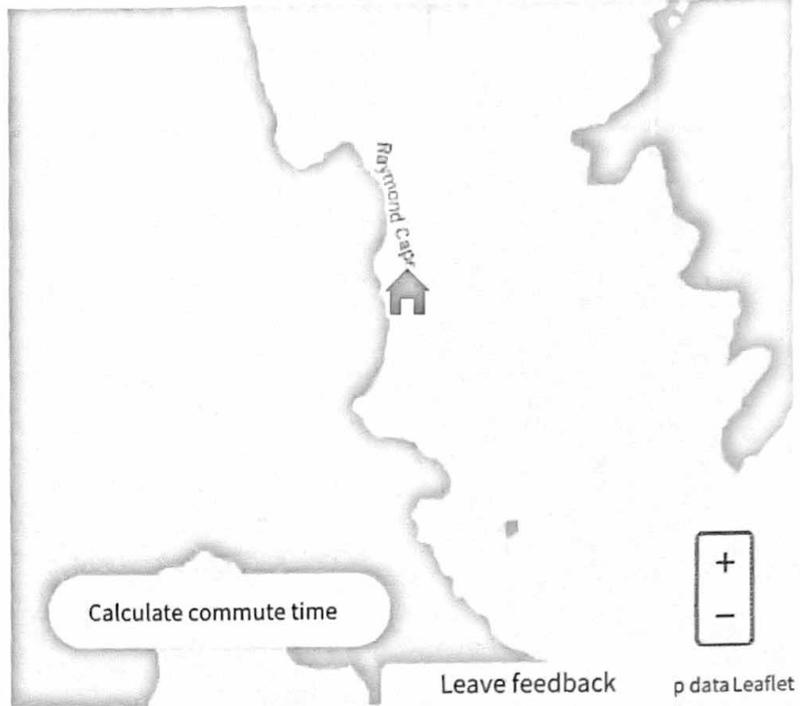
Coffee Shops



Shopping

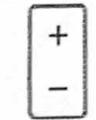


Nightlife



Calculate commute time

Leave feedback



Map data Leaflet

Powered by LOCAL LOGIC

Schools

My Places

Register or sign in to see estimated driving times between properties and places important to you.

Comparable Listings

VIRTUAL TOUR NEWLY LISTED

Mortgage Calculator

REQUEST INFO



420 GRAY RD, Falmouth, ME 04105



\$489,900

3 Beds 2 Baths 1,920 Sq Ft

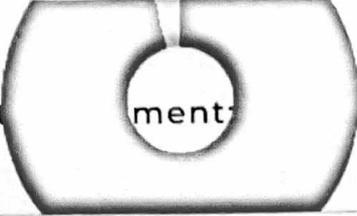
Schools

NAME	GRADES	STUDENT/TEACHERS	STATEWIDE RANKING
JORDAN-SMALL MIDDLE SCHOOL	05/08	7.7/1	22
RAYMOND ELEMENTARY SCHOOL	KG/04	10.3/1	69
WINDHAM HIGH SCHOOL	09/12	12.5/1	58

Mortgage Calculator

REQUEST INFO



Estimated  /month

PURCHASE PRICE

\$475,000

INTEREST RATE

3.13%

DOWN PAYMENT

20%	\$95,000
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LOAN TYPE

30-Year Fixed

TAXES (YEARLY)

\$791

INSURANCE (YEARLY)

\$0

PMI (MONTHLY)

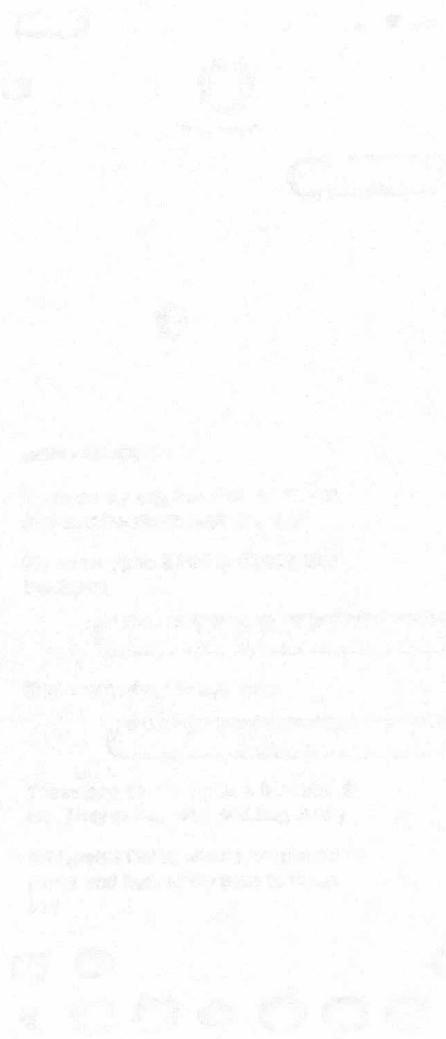
\$0

OTHER (MONTHLY)

\$0

Estimated monthly payment amount is based on a default "Purchase Price" as the list price for the applicable home. Default "Interest Rate" is the national average 30-Year Fixed Rate Mortgage Average in the United States loan rate as of Thursday, April 8th 2021 according to Quandl. Default "Taxes (Yearly)" is based on NMLS and tax record data based on the property address. "Down Payment" default is 20% which results in a default "PMI (Monthly)" of \$0. For "Down Payment" of less than 20%, "PMI (monthly)" amount is calculated based on the "Purchase Price", "Loan Type" and "Down Payment Amount" and is approximately 2% of \$380,000. "Insurance (Yearly)" reflects estimated data entered by you. "Other (Monthly)"

REQUEST INFO



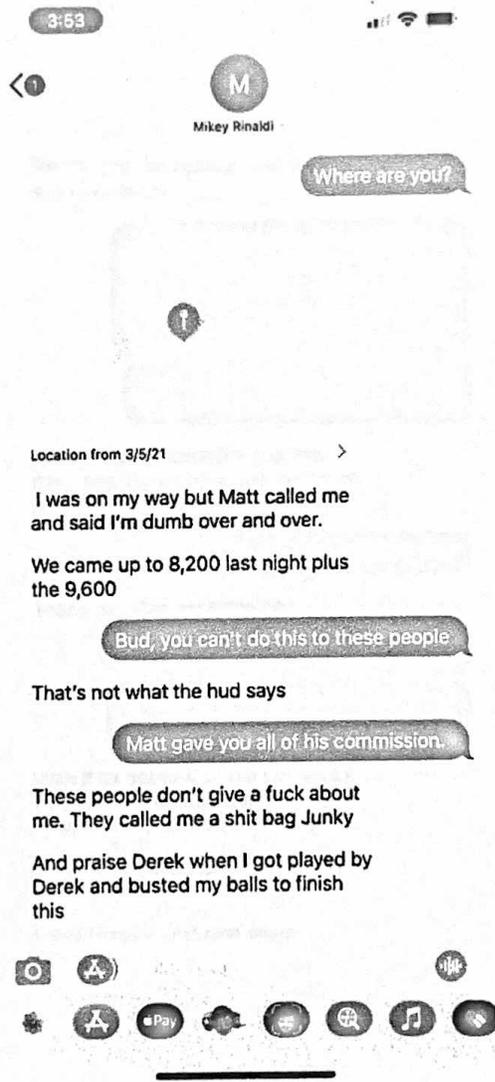


EXHIBIT
Lord Ex 2

3:53



Mikey Rinaldi

It's not what we agreed to with Todd and Ryan today

You need to sell them this house. There are so many people that have worked so hard and rearranged their schedules to make this work. Please come sign

Then come here and we can work it through

I'm not legally obligated to at this point and it's not right how I've been treated

You get 13,353 today

That's not what we agreed on

I'm sorry your feelings are hurt

Isn't it better to take that or lose the house? Come on man. This is not fair

Even if he got to 17,800 it still would be a breach because it wasn't removed from escrow

There isn't a chance in hell I will lose this.

I could have it sold next week



3:53



Mikey Rinaldi

I haven't seen my kid in months

Then end this and come sign

And got played by Derek.

It's over.

All those sacrifices by Heather, my Mom and Dad to do Drew a favor when he doesn't like me and thinks I'm a junky

It's not about you.

I've done everything I could possibly do to help you.

I built this place in 8 months damn near single handedly which is incredible considering how long custom homes normally take. And Drew thinks I sit around and do nothing.

You said I did nothing for a whole month.

It's over mikey. What are you going to do?

I do appreciate your help. But I'm tired of being bullied and unfairly shit on.



3:54



Mikey Rinaldi

I do appreciate your help. But I'm tired of being bullied and unfairly shit on.

I was willing to close today but not for that number

What number

Do you want

The number we agreed on

I don't know what that is

But regardless it needs to be pulled from escrow which can't happen from what Matt is telling me

What is the number

So I need to think about this and we can talk on Monday. The number was 17,800

So we are 4 grand off?

Yes

I'll give you the 4 grand if you come right now.

Please answer the phone



3:54



Mikey Rinaldi

Then we can talk

You don't deserve this, but I didn't deserve the shit I got

I'm really sorry but Matt sealed it when he called me dumb

It's not about Matt

It's about Drew and Susie and they have been very patient. It's not fair to them for you to do this

I'm sorry bud but there is nothing anyone can say.

I will talk to you Monday before I do anything else

Fair to them, builds go over all the time.

Yes, I over promised but I didn't skip a step and allowed Derek to come in to help which just made me look worse

If he didn't call me a Junkie shitbag then it might be different

You have to let it go

Delivered

No I don't I don't owe them any



3:54



Mikey Rinaldi

when he called me dumb

It's not about Matt

It's about Drew and Susie and they have been very patient. It's not fair to them for you to do this

I'm sorry bud but there is nothing anyone can say.

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If he didn't call me a Junkie shitbag then it might be different

You have to let it go

Delivered

No I don't, I don't owe them any favors and need to stop putting everyone first.

I promise I will call you Monday so we can try and figure this out.



Anthony Rinaldi
Westbrook
LD 2193

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