

REPORT OF PERJURY AND FRAUD ON THE COUR

I. Executive Summary

This report documents material perjury, deliberate concealment, and misrepresentation of damages committed by Plaintiff Drew Pierce, aided and reinforced by his counsel, Attorney James Monteleone. At trial, Pierce testified—repeatedly and unequivocally—that he did not purchase another home after the alleged breach. THAT TESTIMONY WAS FALSE

In reality, Pierce did purchase another home, comparable in size, quality, and price, and had it listed for sale for \$350,000 about the purchase price. This fact was never disclosed to the Court, despite Pierce's damages theory being expressly premised on the claim that he was unable to obtain a comparable home and was financially harmed as a result.

The concealment of this purchase was not incidental. Attorney Monteleone carefully framed questions to mislead the Court and later attempted—post-trial—to retroactively redefine the testimony in a manner flatly contradicted by the trial record.

II. Pierce's Trial Testimony: Clear, Unequivocal, and False

A. Pierce Testified He Did Not Purchase Another Home

During direct examination, Attorney Monteleone elicited extensive testimony portraying Pierce as unable to relocate, unable to purchase, and financially devastated:

Q: "Did you have any success relocating to Maine?"

A: "No."

Q: "Were you able to buy something similar?"

A: "I don't think I could find something."

Q: "Were there any actual attempts to purchase?"

A: "No."

Pierce portrayed himself as stuck, set back, and unable to recover, repeatedly emphasizing that rising prices prevented him from acquiring a comparable home.

B. Defendant Asked the Direct Question — and Pierce Denied It

On cross-examination, the Defendant asked whether Pierce had purchased another home. The question was not limited to Maine. Pierce answered no.....That answer was false.

III. The Undisclosed Truth: Pierce Purchased and Profited From a Comparable Home

A. The Purchase

Pierce purchased 10 Vista Circle, Centerville, Massachusetts in June 2023 for approximately \$400,000.

This purchase occurred after the alleged breach but before trial testimony asserting ongoing inability to purchase.

B. The Profit

The property was later:

- Listed for approximately \$750,000 (with a documented price reduction), and
- Ultimately sold for roughly \$720,000.

This reflects a \$320,000–\$350,000 increase over Pierce’s purchase price

C. The Consequence

Pierce did not suffer damages.

Pierce benefited financially from not closing on the Raymond, Maine property.

IV. Why Attorney Monteleone’s Post-Trial Defense Fails

In opposition to the Rule 59 motion, Attorney Monteleone asserted that:

- Pierce was only asked about purchasing property in Maine, and
- The Massachusetts home was “not comparable” due to geographic distance.

Both claims are misleading and contradicted by the record.

A. The Testimony Was Not So Limited

Pierce’s testimony went far beyond geography. It asserted:

- **Inability to purchase any comparable home,**

- **Financial incapacity caused by the alleged breach, and**
- **Ongoing harm due to increased prices.**

Those statements were materially false once Pierce had purchased—and profited from—a comparable home.

B. Counsel Cannot Redefine Testimony After the Fact

Attorney Monteleone cannot:

- **Frame testimony broadly at trial to maximize damages, and**
- **Narrow it post-trial to avoid perjury exposure.**

That is FRAUD on the court.

V. The Damages Theory Collapses

A. Plaintiffs' Verified Complaint

Plaintiffs swore under oath:

“Plaintiffs were required to pay at least \$115,000 more to acquire a comparable property.”

That statement is false.

Pierce

- **Purchased a comparable home for \$400,000, and**
- **Later realized hundreds of thousands of dollars in appreciation.**

B. No Actual Damages = No Standing

Because Pierce:

- **Suffered no loss, and**
- **In fact realized a financial windfall,**

he LACKED STANDING to pursue damages at trial.

A court does not have jurisdiction to award damages to a party who was not harmed.

VI. Legal Significance: This Was Material Perjury

Pierce's false testimony was:

- **Intentional (the purchase was within his personal knowledge),**
- **Material (damages and credibility were central issues), and**
- **Relied upon by the Court in assessing harm.**

Attorney Monteleone's conduct compounds this misconduct by:

- **Structuring testimony to conceal the truth, and**
 - **Mischaracterizing the record after exposure.**
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VII. Conclusion

This case was adjudicated on a false factual premise: that Drew Pierce was unable to purchase a comparable home and suffered financial loss. The undisclosed purchase and subsequent profit prove the opposite.

Accordingly:

- 1. Pierce committed perjury,**
- 2. Counsel misled the Court,**
- 3. The damages award lacks factual and legal support, and**
- 4. The Court lacked jurisdiction to award damages absent injury.**

This misconduct strikes at the integrity of the judicial process and warrants vacatur, referral, and formal investigation.

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