



Southern Maine Construction <southernmaineconstruction@gmail.com>

Settlement Offer

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Mon, Jul 5, 2021 at 12:14 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>

At this point I'd rather fight this for the next two years and owe an additional \$30k than walk away with practically nothing now. I'm 110% confident when the whole truth is laid out that it will be crystal clear that I had every right to walk away and your client is in the wrong.

I'm going to make this one time offer that you can either accept or deny. DO NOT try to counter and I can honestly say I'm indifferent to what you chose. On one hand I want to fight this and get the full amount and sue for slander of title but part of me wants this chapter of my life over so it's really up to your client but rest assure this will go the distance if we don't settle.

I'm going to forward two recordings from the day of closing and have many more, I'll also forward a text from Matt stating the buyers don't want the driveway paved and a list of my key points and positions. Your originally filing doesn't have one single piece of factual information and both Andy and Matt have committed perjury in a massive way about material facts. I asked my lawyer to use the recording but he didn't for some weird reason and the paint wasn't brought up as well. Regardless, the day of closing the buyers, both realtors and several outside parties all interpreted the paving the same way and we came to a tentative agreement the morning of the 5th even though I wanted the painting removed from escrow as well. The buyers were unable to honor their end of the agreement which gave me the legal right to walk. Neither realtors or the buyers refuted that I had the legal right to walk. They argued about the rental agreement but did not dispute their breach because it was crystal clear what happened. In a group text with Matt and Andy, they state that the rental agreement is good until the fifth which further acknowledges that the contract was over due to their breach. They came and got their stuff on their own volition further supporting the same. I didn't refuse to go to mediation and responded to you in a prompt manner. Their was no contract to mediate at that point and the buyers were well aware that I needed to get the house sold because of my private money loan. If you gave me one reason to question my position then I would have gone to mediation but you didn't and then waited two months to write me.

Anyways, I'm going to forward my key points that I plan to use to vigorously defend myself and prove the truth along with those recordings and my one time offer is as follows: I'm offering to give your clients \$60,000 and I get the remaining \$38,000. It absolutely kills me to make this offer but I believe it's more than fair and it's the best solution for both of us. I'm basically getting what I would at the previous closing plus the additional time and money put into the house after the fact so ultimately I would have been better off closing on the 5th versus going this route.

If you agree to these terms then I'll let Jason handle the agreement on my end but if not I'm seeking new counsel to ensure the whole story is presented in court.

I will get you that additional info in next couple days.



Southern Maine Construction <southernmaineconstruction@gmail.com>

New Recording.m4a

2 messages

Anthony Rinaldi <southernmaineconstruction@gmail.com>
To: James Monteleone <jmonteleone@bernsteinshur.com>

Tue, Jul 6, 2021 at 10:17 AM

Sent from my iPhone

 **New Recording.m4a**
846K

Anthony Rinaldi <southernmaineconstruction@gmail.com>
To: James Monteleone <jmonteleone@bernsteinshur.com>

Tue, Jul 6, 2021 at 10:18 AM

Sent from my iPhone

 **New Recording.m4a**
846K

These two Recordings prove
the Plaintiffs entire second story
is all lies and that Matt Dibiase
and Andy Lord Committed
PERJURY



Southern Maine Construction <southernmaineconstruction@gmail.com>

Key Points & Text

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Tue, Jul 6, 2021 at 3:19 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>

1. Drew was moving to Maine because Maine's marijuana laws would allow him to grow legally. Up to this point he had been growing illegally in Massachusetts. I did a preliminary search and find no evidence that he was licensed to grow in Mass and even if he was he clearly wasn't claiming all of his \$200k plus income. He stated his taxable income was based off welding but his license expired in 2011 so one way or another he was committing fraud when he applied for his loan. He bragged about how much money he had and would pull out wads of cash often. I have several contractors who will attest to this. Based on the information I gathered it was quite clear he was committing tax fraud and tax evasion which also means he was committing mortgage fraud. A **contract** that is **based on fraud** is **void** or voidable, because **fraud** prevents a meeting of the minds of the parties. ... As a result, there is no true meeting of minds of the parties and, therefore, there is no legally enforceable **contract**.

2. Between the 3rd and the 5th Matt, Andy and Drew were trying to figure out a way to get me more money because the previous closing statement had me walking away with nothing. None of them would be doing that if they didn't agree to compensate me for all the upgrades. They knew I was extremely upset because I got coerced into building a much larger house without being properly compensated. I would have no reason to be upset if that didn't happen and they would have no reason to try and get me more money at closing if there wasn't an agreement regarding the upgrades.

3. I have a recording with Drew, Susie and both realtors where Andy is yelling at me about the house stating it needs to be a \$400k house and implying it wasn't. I have ample evidence that Drew didn't believe it was worth more than he was paying so his benefit of the bargain was the purchase price.

4. I had changed the layout of the house prior to their offer but planned to sell it for atleast \$450k. The buyers were presented with two different spec sheets and chose the lesser of the two because they didn't want to pay more than \$385k. All of this is well documented and to think I would make \$140k+ worth of changes for nothing in return is unconscionable.

5. The Didonato's had it under contract prior to Drew for \$385k and if you look at their spec sheet the square footage is less and number of bedrooms is less. I've known the Didonato's my whole life and part of the Reason I was giving them a deal was because Mike Didonato was helping me build the house. He would be more than happy to testify to that. So why would I build a perfect stranger a much larger house for the same price. Both Matt and Andy have committed perjury and have shown they will say and do anything to assure I lose this battle so they have zero credibility at trial.

6. The paving quote Andy directed me to get was for a finished driveway. So Even if your engineer is correct then half of the paving should have been removed from escrow. Her report is too little too late, we had a meeting of the minds on the fifth and all agreed that the paving needed to be removed from escrow.

7. I finish painting the exterior of the house but 7500 was still being held back in escrow. If you listen to the recording Lincoln Capital and Matt Dibias coerced me into dropping it because of stumps and interior touch ups. It's clear that I'm upset about this because I wasn't compensated for any of the upgrades so removing the paint from escrow was the least they could do. They only reason I was willing to agree to anything was out of respect for Lincoln Capital and didn't want to ruin that connection.

8. Andy and Drew both directed contractors to do work on the property without my consent. This deprived me of my right to refuse those improvements.

9. Recording were Andy admits to telling me that the contract required me to finish the garage when it didn't.

10. Text from Matt stating buyers didn't want the driveway paved.



Southern Maine Construction <southernmaineconstruction@gmail.com>

PLEASE READ

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Wed, Jul 7, 2021 at 2:24 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>

I believe this is extremely fair so if I don't hear back from you by Friday (7/9/2021) then the offer expires. We'll schedule a new mediation date in August or September and start the discovery process.

1. I'm no longer represented by Jason Theobald and will be looking for new counsel. In the meantime please refer any correspondence to me as if I was acting Pro Se until I notify you otherwise.
2. The mediation date will need to be pushed back at least a month or two so I have time to adequately find representation.
3. I'm revoking my offer of \$60,000 and changing it to \$50,000 and will need a tentative answer by Friday (7/9/21)
4. I'm not sure how I missed these two things but I cannot find the proof of financing letter in my email. I believe I have the email but no attachment.
5. Second and more importantly Janice Lariviere is a practicing psychologist at Cape Behavioral Health Center and her primary residence is 11 Vista Cir, Centerville, MA 02632. She clearly was pre approved and about to close on a loan stating 451 Cape Rd was her primary residence. This is Occupancy Fraud which is a form of Mortgage Fraud so the pre approval letter I may or may not have recieved is invalid and or void and our contract is void as well. Both parties committed fraud to circumvent Drew's marijuana business and to get a reduced interest rate thereby defrauding the mortgage company.
6. This just scratches the surface as Andy and Matt both committed perjury and I have countless examples of how I was bullied and defrauded.



Southern Maine Construction <southernmaineconstruction@gmail.com>

451 Cape Rd

9 messages

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Wed, Jul 21, 2021 at 9:24 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>

I just wanted to confirm that the scheduled mediation has been canceled for the time being while I find new counsel.

Also, I was right all along that your clients never sent me that proof of financing letter. The proof you submitted doesn't have me as a recipient and my contract with Matt Dibiase expired a year prior. Regardless if Matt received it the contract states the buyer must give the seller proof. Not only that the letter needs to state the buyer is qualified for the loan which the letter from RMS OMITS.

So that fact that the financing was perpetrated on fraudulent terms is a moot point considering I executed my right to terminate and that requirement was never filled.

I'm still willing to settle 50/50 even though I shouldn't but you would need to reach out to me very soon.

The fraud and this letter has my whole family fired up and I'd like to take this the distance because your client has zero chance of winning.

Hope to hear from you soon,
Sincerely Anthony Rinaldi

James Monteleone <jmonteleone@bernsteinshur.com>

Wed, Jul 21, 2021 at 1:28 PM

To: Anthony Rinaldi <southernmaineconstruction@gmail.com>

Cc: Jason Theobald <JTheobald@curtisthaxter.com>

Mr. Rinaldi,

We will inform the court that you have requested mediation be rescheduled. Let me know when you're ready to propose alternate dates. Note that the court has ordered mediation to be completed no later than Sept 27.

Your prior counsel and I had agreed to postpone discovery until after mediation completed. Given this open-ended mediation delay, our discovery postponement is no longer feasible. I will deliver responses to your previously sent discovery requests within 30 days, and I will follow up shortly to serve my first set of discovery requests on you.

Your arguments below and in prior emails are nonsense. I won't bother providing a point-by-point response. And, we won't agree to settle "50/50," or for any of the amounts you previously offered. Please remember that your refusal to mediate this case prior to litigation means that you are on the hook for every dollar of attorney fees Mr. Pierce incurs to obtain the forthcoming judgment against you. When you threaten to "take this the distance," you're merely running up the amount that we will collect from you and your property. The longer it takes, the more it will ultimately cost you.

Best,

Jim

James Monteleone

Attorney

207 228-7198 direct

207 774-1200 main

[LinkedIn](#) | [Twitter](#)

BERNSTEIN SHUR

Portland, ME | Manchester, NH | Augusta, ME | [bernsteinshur.com](#)

Attorneys aren't supposed to give Pro Se Litigants unsolicited advice but here Attorney Monteleone is outright lying to the Defendant in an attempt to intimidate him into giving up which violates the bar rules!



Southern Maine Construction <southernmaineconstruction@gmail.com>

PLEASE READ!!! Re: Drew Pierce & Janice Lariviere v. Antony Rinaldi and Southern Maine Construction, LLC

7 messages

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Thu, Feb 3, 2022 at 10:49 AM

To: Judy Smith <jsmith@bernsteinshur.com>

Cc: James Monteleone <jmonteleone@bernsteinshur.com>, jfortin@bernsteinshur.com

I absolutely do not agree with those terms and after reading your letter to the court I'm appalled with your behavior. You've crossed the line several times and I'm at the point of filing a complaint with the State Ethics Board. Almost everything in that letter was a lie and another manipulation on your part to assist your client in defrauding me.

I've emailed you several time without any response from you and asked you to reschedule mediation on 9/30 and 10/3 but you continued to ignore my requests. I also made it crystal clear that I'm seeking new counsel and you stated the polar opposite in your letter to the court. You the one who isn't responding to me and not willing to set up a new date for mediation. I've never been told about this January 28th deadline and you ignored me for months then suddenly write the court as soon as that date passed which is another crystal clear example of your manipulating.

So in a nutshell you asked the courts to impose a ridiculous discovery deadline and your reasoning behind it is not being able to get ahold of me and me not willing to reschedule mediation which is a flat out lie and the hilarious kicker is that's exactly what you've done to me. Not responded to my emails and not complied with my plea to set a new mediation date. The only truthful thing you've said in your letter was the fact that you've refused my discovery requests for over six months and I haven't refused any discovery requests. So enlighten me to how the judge won't be furious with your behavior???

On top of all that you gave me legal advice right after I parted ways with my previous attorney while I had no representation. It wouldn't be a big deal but your legal advice was to give up because I have to pay all your attorney fees and the longer it goes the more I will owe. The only way I would have to pay your fees is if you won and even then I might not have to so your advice was clearly ill intended. You took that opportunity to try and intimidate me into giving up based on lies and when I didn't have legal counsel to advise me. I'm guessing it would have worked with most people but regardless it's a massive code of conduct violation.

Lastly, you are also violating your oath by continuing to represent your clients in this matter. I have indisputable evidence proving that no pre approval letter exists nor did I ever receive one and invoked my right to terminate prior to any legal action, that most of your witnesses perjured themselves and that your client knowingly breached the contract. My evidence is so clear and indisputable that any prudent man would clearly see that your lawsuit is without merit and criminal in nature. So it defies logic that your continuing to represent them and it is insane that you would put your reputation and license on the line by lying, manipulating and deceiving myself and the court system.

You haven't state one single thing to refute the truckload of indisputable evidence I've provided and you've been trying to deprive me of due process from the start.

I've been over this for a while now so I'm content regardless of which way this goes. I have the truth and evidence on my side so the longer it goes the better off I will be. With that said I really don't have a problem with Drew and Susie and would prefer to move on with my life so I'll make an offer one last time in an attempt to end this amicable. Given the fact that this is a circus on your end and the fact that your client has absolutely no case and a strong possibility of being sued for slander of title I would hope you'd consider it.

I agree to not sue for slander of title plus all the other standard settlement clauses. I release any claims to their deposit. We divide the \$98k 66.7/33.3 in my favor so I would get roughly \$65k and you would get \$33k. Now keep in mind that I got a PPP loan for \$20k that I dumped into that house after the fact and another \$15k to \$20k in labor. So if you do the math we are essentially splitting it after that's removed from my end. If your not interested no worries.

Lastly, can you let me know dates that we can get the sworn depositions done with the individuals listed and I'm assuming we can do it via zoom or google meets.

Sincerely,

Anthony Rinaldi

On Jan 28, 2022, at 3:21 PM, Judy Smith <jsmith@bernsteinshur.com> wrote:

Good afternoon Mr. Rinaldi,

On behalf of James Monteleone, I am forwarding you the attached letter to the Court filing a Motion to Enlarge discovery deadlines. A copy will also be sent to you via first-class mail.

Judy Smith

Legal Assistant

207 228-7210 direct

207 774-1200 main

207 774-1127 fax

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<2022-01-28 Ltr to Court re. Mo. to Enlarge.pdf>

James Monteleone <jmonteleone@bernsteinshur.com>
To: Anthony Rinaldi <southernmaineconstruction@gmail.com>
Cc: Judy Smith <jsmith@bernsteinshur.com>

Thu, Feb 3, 2022 at 4:32 PM

Mr. Rinaldi,

I called you today hoping to discuss the scheduling issues in our case. As I mentioned in my message, I believe that we both want to go to mediation, and we both want some additional time to complete discovery. I'd like to connect with you to discuss mediation dates and how much additional time you will need to complete discovery. I would then propose to withdraw my motion and substitute it with a joint-filed motion that outlines a new mutually agreed schedule. I can draft the substitute motion and send it to you to review and approve before I submit it. Under those circumstances, I fully expect the court would agree to our jointly requested extensions.

Give me a call at your convenience. 207-228-7198.

Jim

James Monteleone

BERNSTEINSHUR - Attorney

207 228-7198 direct

Confidentiality notice: Confidentiality notice: If you are not the person intended to receive this email, please notify us and please do not make use of this email for any purpose. Thank you.

From: Anthony Rinaldi <southernmaineconstruction@gmail.com>
Sent: Thursday, February 3, 2022 10:49 AM
To: Judy Smith <jsmith@bernsteinshur.com>
Cc: James Monteleone <jmonteleone@bernsteinshur.com>; Joan Fortin <jfortin@bernsteinshur.com>
Subject: PLEASE READ!!! Re: Drew Pierce & Janice Lariviere v. Antony Rinaldi and Southern Maine Construction, LLC

EXTERNAL EMAIL

[Quoted text hidden]

Anthony Rinaldi <southernmaineconstruction@gmail.com>
To: James Monteleone <jmonteleone@bernsteinshur.com>
Cc: Judy Smith <jsmith@bernsteinshur.com>

Wed, Feb 9, 2022 at 10:22 AM

Mr. Monteleone,

I appreciate your willingness to rectify your recent filing but it still doesn't change the fact that this lawsuit shouldn't even exist and the level of egregiousness is mind blowing. You didn't respond to the settlement offer I proposed so please let your client know there is a zero chance that I'll settle for better terms than what I just proposed. I will go to mediation in good faith but under no circumstances would I be willing to budge on that figure. That offer stands till this Friday 2/11/22 and then terminates the following day. The longer this circus goes on the less I will be willing to settle. I shouldn't even be willing to settle nor should I be the one making offers so I'm at a loss to why they wouldn't jump all over it.

Let me know the mediation dates your thinking of and I'll let you know if they work. Also, I really want to set up the sworn depositions with Matt Dibise, Andy Lord, Drew, Janice and Susie. You mentioned getting all my discovery request to me by the 15th of this month so I'm hoping you can still get me everything by that time. I'm open to doing the depositions anytime after the 21st and I'm willing to accommodate whatever time of day is best so that we don't delay these any longer.

I look forward to seeing proof that Janice applied for the mortgage as a second home and proof that a pre approval letter exists.

Lastly, I've attached a letter I wrote Janice and Drew back in December and wanted to make sure you have it out of full disclosure.

I'm not a malicious person and the last thing I want to do is ruin Janice's reputation as a psychologist with Cape Behavioral Health or get you in trouble with the state ethics board but there is only one side to this story and it's the truth which is well documented with recordings, text and the like. My story hasn't changed one single bit from the start and I have the day in question (March 5th) recorded so it's laughable to think there is an angle that could refute that and the text exchange. Anyone that looks at the evidence would clearly see that Janice and Drew are fraudulently trying to steal my proceeds and have conspired with Matt and Andy to do so.

I look forward to hearing back from you.

Sincerely,
Anthony Rinaldi

Sent from my iPhone

On Feb 3, 2022, at 4:32 PM, James Monteleone <jmonteleone@bernsteinshur.com> wrote:



Southern Maine Construction <southernmaineconstruction@gmail.com>

PLEASE READ!! Front porch framing, September Contract, text from Matt

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Wed, Feb 16, 2022 at 8:18 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Judy Smith <jsmith@bernsteinshur.com>

I've been preparing for the depositions and after going over your response to my motion to dissolve I realized I hadn't sent you proof that all of the facts in that filing were untrue or out of context.

The contract in September wasn't prepared by me nor was it signed by me and both Matt and Andy attempted to get me to sign an addendum in February similar to the September contract which I refused to sign again (See February Group Text)

Here is a picture from 7/28 showing that the front porch wasn't framed which shows both Drew and Matt lied about the front porch being framed in the end of July. (See email to Lincoln Capital 7/28)

Also, above the garage was changed prior to their offer but the inside was never intended to be finished. I'm my prior contract with the DiDonato's they were going to finish the additional 275 square feet at a later date. Mike Didonato is a good friend and was also helping me build the place at the time so why would I sell it to Drew for the same price but add 275 square feet of finished space while losing a laborer. So claiming the price accounted for the changes is completely false and regardless I never signed the September contract.

I had my inspection for the foundation coating on 8/17 so I couldn't even start to backfill till after that.

The materials for the front porch were purchased in September.

Lastly, I have a text from Matt Dibiase on August 14th stating that the buyers "Don't want the paving done"

I think these are the only facts from your case that I haven't sent clear and convincing proof that they are untrue. I know this will all come out in the depositions but I wanted to send this so I have a record of disproving every pertinent fact in their case and these were the last couple loose ends.

3 attachments



image2.jpeg
963K

**Sending Corrupt
Attorney
Monteleone Proof
his entire case is
ALL LIES!**



image3.jpeg
743K

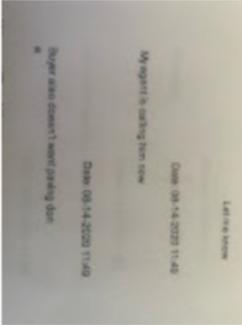


image4.jpeg
2459K



Southern Maine Construction <southernmaineconstruction@gmail.com>

PLEASE READ!! Text w/Andy Matt

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Wed, Feb 16, 2022 at 8:47 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Judy Smith <jsmith@bernsteinshur.com>

Here are the text from a group chat with Matt and Andy. One is from March 4th showing that I did demand the buyers to remove the painting money and paving money. And the others are from February and you can see the February addendum was to put a pod on the lot and that I didn't sign the September contract.

Sent from my iPhone

4 attachments



image0.png
796K

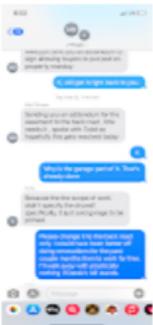


image1.png
792K



image2.png
646K

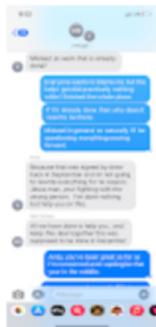


image3.png
786K

Again, I must ask that you submit any supplemental discovery requests you'd like in the form and manner required by Rule 26(f) of the Maine Rules of Civil Procedure. From there, I will work with you to get any discoverable documents over to you quickly.

Happy to chat by phone as well.

Jim

James Monteleone
BERNSTEINSHUR - Attorney
207 228-7198 direct

Confidentiality notice: Confidentiality notice: If you are not the person intended to receive this email, please notify us and please do not make use of this email for any purpose. Thank you.

From: Anthony Rinaldi <southernmaineconstruction@gmail.com>
Sent: Wednesday, February 23, 2022 7:26 AM
To: Judy Smith <jsmith@bernsteinshur.com>
Cc: James Monteleone <jmonteleone@bernsteinshur.com>
Subject: Re: Drew Pierce and Janice Lariviere v. Anthony Michael Rinaldi, et al.

EXTERNAL EMAIL

[Quoted text hidden]

Anthony Rinaldi <southernmaineconstruction@gmail.com>
To: James Monteleone <jmonteleone@bernsteinshur.com>
Cc: Judy Smith <jsmith@bernsteinshur.com>

Thu, Feb 24, 2022 at 1:48 PM

Wow, I'm floored that you would file a motion on my behalf without my consent. I emailed you regarding Matt's Deposition and you responded by apologizing for the delay and giving me an update on where you are at. Two hours later you sent the motion in the same thread. After I got home from work I opened your email up and read your first response and replied, "No worries and sounds good, I appreciate the update."

My response is clearly to your first email and in no way is that approval to submit a filing that you know I would object to. I outlined what I wanted in the filing and you did the exact opposite.

Your an attorney so you should be held to a higher standard and after everything thats happened any prudent attorney would make sure 100% that the other party approved.

Add that to your past behavior and it's crystal clear that you are trying to pull another fast one.

Normally in civil cases there are two sides to a story but in this case I have text and recordings that prove there is only one side and that your side is nothing but lies. There is nothing ambiguous about this case. It all centers around what happened the day of closing and who is telling the truth and I have it recorded with your witnesses on the recordings. Add that with all the text and its crystal clear what happened.

I've read about several attorneys that have lost their license for aiding their clients in civil lawsuits that were fraudulent in nature.

I will go to mediation if it gets that far but I'm not interested in settling this. The longer it goes on the bigger the hole that you are digging. The best thing your client could do is drop this considering it should have never been filed in the first place.

If you aren't willing to resubmit your filing then I'll file with the court asking them to rectify the deadlines so I'm not deprived of due process.

Sent from my iPhone

On Feb 23, 2022, at 2:28 PM, James Monteleone <jmonteleone@bernsteinshur.com> wrote:

[Quoted text hidden]

James Monteleone <jmonteleone@bernsteinshur.com>
To: Anthony Rinaldi <southernmaineconstruction@gmail.com>
Cc: Judy Smith <jsmith@bernsteinshur.com>

Thu, Feb 24, 2022 at 2:09 PM

Anthony,

I disagree with your characterizations. Your Friday email, "no worries, sounds good ...," was in direct response to my submission of the draft motion for your review and approval. I reasonably understood your statement in response to confirm your approval of the attached draft. Even then, when my assistant sent you a copy of the motion as-filed on Tuesday, you expressed no concern or confusion about the filing going out without your approval.

Despite all this, I will give you the benefit of the doubt here. Please send me any proposed edits you're requesting to the motion today. I will review them and follow up with you to discuss anything that I do not agree on. If we agree, I will resubmit and substitute. If we can't agree, we'll have to schedule a conference with the judge to discuss scheduling.

As I mentioned yesterday, I will be providing you with a 477-page discovery production file later this afternoon. The email will be marked as "Bernstein Shur Secure File Transfer" and come from the email address files@sendthisfile.com

[Quoted text hidden]



Southern Maine Construction <southernmaineconstruction@gmail.com>

Joint Filing, Summary Judgement

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Mon, Feb 28, 2022 at 3:02 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>

Cc: Judy Smith <jsmith@bernsteinshur.com>

Hi James, I received the copy from Judy on Tuesday at 530 pm and responded at 730 am the following morning so I did respond right away.

Anyways, I'll get right back to you regarding the dates I'm comfortable with.

I do appreciate you finally sending over discovery but it's crystal clear why you avoided it for so long. All your evidence supports my case and you've been aware of this from the start.

I plan on filing a summary judgment based on rule 56(b) and possibly filing for relief based on rule 60(b).

I know the courts favors both parties attempting to work things out so I will send you my motion prior to filing it so you have an opportunity to respond.

I also wanted to mention a couple things from your discover that make your client look really bad and it makes you look really bad. Your actively participating in attempting to defraud me. My evidence proves that you have no case and your evidence supports my position 100% and in no way does it support your case in any way.

1. The appraisal came in at \$420,000 at the date of closing so why you would try and defraud me out of the additional funds. I can send you emails, text and invoices regarding the work that was done after March 5th to improve the property.

2. Both Matt and Andy state that the paving isn't part of the contract further proving what I've been saying all along. We had a meeting of the minds and Drew agreed to remove it from escrow at around 11:15 March 5th. (Pg 417 & 421)

3. Andy asked the bank if it can be removed which it could have been but not the same day. I have no clue why they wouldn't say that and tell me that it can be removed but we can't close till Monday or Tuesday. Instead they just refused to remove it which was a clear breach of the contract. Again, you expert is irrelevant because the painting money would have taken its place and we all interpreted the contract the same and all agreed. Even if we were wrong on our interpretation it was how we all interpreted it and agreed to have it removed so that's irrelevant.

4. Drew rented a moving truck the morning of March 5th and planned to get his belongings before we came to an agreement so to say he had to go get a rental because I illegally evicted him is a flat out lie.

5. The sheriffs report supports exactly what I told you from the start and proved that you claim of illegal eviction was done in bad faith.

6. Page 78 shows a picture when I met drew in August showing that no front porch was there.

7. The appraisal report dated 9/14 show the front porch is just being started which is exactly what I told you. (Pg 232 & 244)

8. Pg 302 is the pre approval letter which you know was never sent to me and the application letter doesn't meet any of the requirements set forth in the financing clause. If Drew sent me both the pre approval and application letter then he would have been covered but he didn't. The application letter didn't outline the terms nor did it say he was qualified. It simple said the loan was submitted.

> On Feb 24, 2022, at 2:10 PM, James Monteleone <jmonteleone@bernsteinshur.com> wrote:

>



Southern Maine Construction <southernmaineconstruction@gmail.com>

Withdrawal of Joint Motion

2 messages

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Thu, Mar 3, 2022 at 1:45 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Judy Smith <jsmith@bernsteinshur.com>

After reviewing everything and given how egregious your behavior has been I think you should go ahead and file a discovery conference to discuss these scheduling order deadlines with the judge. I'd like to discuss your manipulative actions and get assurance that I won't be deprived of due process.

Without question this should be extended out at least 8 months considering that's how long you delayed my discovery request and attempts to reschedule mediation. You waited 8 months and 1 day and then filed a misleading motion with the court asking for expedited deadlines while failing to disclose that your the cause of the delays.

You then proceeded to act as if you were ready to start playing fair but continued to withhold discovery and filed a joint motion without my approval behind my back.

I just want to get this over with and move on with my life so I'm really at a loss to why your playing this the way you are.

James Monteleone <jmonteleone@bernsteinshur.com>

Thu, Mar 3, 2022 at 6:27 PM

To: Anthony Rinaldi <southernmaineconstruction@gmail.com>, Judy Smith <jsmith@bernsteinshur.com>

Anthony,

You are welcome to file a motion for the court to modify the scheduling deadlines or to request a scheduling conference. I will review anything you file and let you know my position.

As you recall, your email response to me on February 18 indicated your affirmative approval of my proposed joint motion to reschedule. So, I filed the motion. After you expressed concern about the filing, I invited you to send me any requested edits for a substitute motion. You never sent me any proposed edits. Consequently, I stand behind the joint motion as being properly filed and accurately reflecting my understanding of your approval.

Regarding discovery, I continue to apologize for the long delay in getting you the discovery that was requested by your prior counsel. This matter fell behind after you cancelled the mediation. Your prior counsel and I agreed to suspend all discovery until after mediation. I acknowledge that I had offered to compile the requested discovery material but failed to timely deliver. Although you later re-connected with me about mediation after the mediation deadline had expired, there were no follow-up mentions about the discovery until I raised the issue with you before filing my motion to extend the January 28 discovery deadline. Since then, I have actively worked to get you all requested discovery ASAP and have delivered you everything I've identified as responsive to your previous requests. And, I have pledged to respond to your next discovery requests promptly. I just received your supplemental requests on Monday.

On depositions, you've indicated having trouble serving your witness or witnesses with a deposition subpoena. You alone are responsible for any delays in getting the necessary depositions of third-party witnesses that you may want. I will continue to work with you as best I can to accommodate your requested deposition scheduling, but it's not my responsibility to compel fact witnesses other than my clients to attend your depositions.

In the meantime, you claim you want to resolve the matter, but you've refused to commit to a date certain for mediation. You appear to focus your efforts in this case on sending me threatening emails rather than moving your case forward.

None of this conduct or subsequent delay has anything to do with my late discovery production.

I am happy to have this conversation with the court, but I leave it to you to initiate any proceedings that you deem necessary.

Regards,

James Monteleone

Attorney

207 228-7198 direct

207 774-1200 main

207 774-1127 fax

[LinkedIn](#) | [Twitter](#)



Southern Maine Construction <southernmaineconstruction@gmail.com>

Second Motion to Amend Scheduling Order

4 messages

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Tue, Mar 15, 2022 at 7:40 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Judy Smith <jsmith@bernsteinshur.com>

M.R.C.P. Rule 11(a) requires unrepresented parties to sign a motion. "If a pleading or motion is not signed, it shall not be accepted for filing"

I'm giving you one more opportunity to amend your scheduling order before I file a Second Motion to Amend.

You sent the Jan 28, 2021 message regarding your Motion to Enlarge as a reply to an email from Dec 7th and you sent the Draft Joint Motion as a reply to a email regarding Matt's Deposition so it's obvious that you reply to unrelated emails to sneak notifications past people. I missed both of those important emails because of the manner in which you sent them. I can't imagine that's just a coincidence considering your unethical behavior throughout this entire process.

If I don't hear back from you I'll just go ahead and file the motion to amend but I wanted to give you one more opportunity to do the right thing.

James Monteleone <jmonteleone@bernsteinshur.com>

Tue, Mar 15, 2022 at 9:35 AM

To: Anthony Rinaldi <southernmaineconstruction@gmail.com>, Judy Smith <jsmith@bernsteinshur.com>

Anthony,

It's unclear why you are threatening me. Electronic facsimile signatures have been accepted by the court since the start of COVID, and I signed the earlier joint motion on your behalf with your express authority.

I am happy to consider your proposed amendments to the scheduling order, but you need to send me your proposed dates and your proposed motion. I regularly consider and consent to opposing counsels' requests for extensions of time as a general courtesy. But here, I don't know what dates you are asking me to agree to.

James Monteleone**Attorney**

207 228-7198 direct

207 774-1200 main

207 774-1127 fax

[LinkedIn](#) | [Twitter](#)**BERNSTEINSHUR**[Portland, ME](#) | [Manchester, NH](#) | [Augusta, ME](#) | [bernsteinshur.com](#)

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-----Original Message-----

From: Anthony Rinaldi <southernmaineconstruction@gmail.com>

Sent: Tuesday, March 15, 2022 7:40 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>; Judy Smith <jsmith@bernsteinshur.com>

Subject: Second Motion to Amend Scheduling Order

---EXTERNAL EMAIL---

[Quoted text hidden]

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Tue, Mar 15, 2022 at 3:28 PM



Southern Maine Construction <southernmaineconstruction@gmail.com>

Drew Pierce & Janice Lariviere v. Anthony Michael Rinaldi, et al.

4 messages

Judy Smith <jsmith@bernsteinshur.com>
To: Anthony Rinaldi <southernmaineconstruction@gmail.com>
Cc: James Monteleone <jmonteleone@bernsteinshur.com>

Wed, Mar 30, 2022 at 3:00 PM

Good afternoon Anthony,

Attached please find Plaintiffs' Response to your Request for Production dated February 28, 2022.

Judy Smith**Legal Assistant**

207 228-7210 direct

207 774-1200 main

207 774-1127 fax

[LinkedIn](#) | [Twitter](#)

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2 attachments

 2022-03-30 NOD - Pls' Resp. to RFP.pdf
276K

 2022-03-30 Pls' Resp. to RPD dated 2_28_22.pdf
381K

Anthony Rinaldi <southernmaineconstruction@gmail.com>
To: Judy Smith <jsmith@bernsteinshur.com>
Cc: James Monteleone <jmonteleone@bernsteinshur.com>

Thu, Mar 31, 2022 at 6:35 PM

Wow, this just adds to the long list of unethical behavior the Board of Overseers will be presented with if I decide to file a complaint. I'm amazed you haven't dropped your suit or at the very least corrected the record in any way.

I've listed my issues with your response and will file a motion to compel if the judge denies my Motion to Vacate.

Requests:

1. I didn't receive the entire loan submission file and clearly asked for income tax returns, pay stubs, loan application as well as all other information submitted to RMS. Janice Lariviere was attempting to commit mortgage fraud by claiming 451 Cape Rd would be her primary residence. A contract procured by fraud is unenforceable or void. Also, Drew Pierces income was from Marijuana Cultivation which was illegal so that would also make the contract unenforceable.

2. Down payments are one of the most known concepts regarding financing so stating you don't know the meaning is laughable and it most certainly is admissible because it again boils down to fraud. If Drew's financing was founded on fraudulent activity then the contract would be unenforceable. A contract procured by fraud is unenforceable or void.

3. N/A

4. This response states that Drew doesn't have a marijuana cultivation license so he is clearly committing tax fraud and his financing is founded on fraudulent terms. The entire garage was filled with grow equipment. You can see grow tents and massive water tanks. Also, Drew was very vocal about the source of his income and as you know there are many text showing this. A contract procured by fraud is unenforceable or void.

5. Again, Drew Pierce and Janice Lariviere were attempting to commit mortgage fraud to obtain 451 Cape Rd. Drew stated to the Defendant that he was selling these vehicles for the down payment. This information is admissible because it would make the contract void. Drew was committing tax fraud which voids the contract. A contract procured by fraud is unenforceable or void.

6. It's highly unlikely that Drew and Andy didn't text each other during this time. Andy, Drew, Matt and the Defendant all used text as their primary means of communication so not providing these messages is another example of concealing evidence.

7. The rental truck was brought up regarding the alleged illegal eviction therefore information regarding it is admissible. Also, if the original complaint claims the truck was rented late in the evening and text show it was rented that morning then proof of this would go against the credibility of the witnesses and the credibility of the original complaint.

8. Drew Pierce told the Defendant he was a welder and his income was from welding. If Drew didn't have a marijuana cultivation license then his income on paper must have been from welding. This also relates to the financing of 451 Cape Rd and if his financing was based on fraud then it would be unenforceable. A contract procured by fraud is unenforceable or void.

9. N/A

On Mar 30, 2022, at 3:02 PM, Judy Smith <jsmith@bernsteinshur.com> wrote:

[Quoted text hidden]

<2022-03-30 NOD - Pls' Resp. to RFP.pdf>

<2022-03-30 Pls' Resp. to RPD dated 2_28_22.pdf>

James Monteleone <jmonteleone@bernsteinshur.com>

Fri, Apr 1, 2022 at 6:42 PM

To: Anthony Rinaldi <southernmaineconstruction@gmail.com>, Judy Smith <jsmith@bernsteinshur.com>

Mr. Rinaldi,

Your response indicates a general misunderstanding of our responses, and a misunderstanding of the law. We believe that all Plaintiffs' documents responsive to your requests and properly subject to discovery in this case have been produced. To provide additional clarity, I address each of your numbered comments below.

1. You did not receive the entire loan submission file because Plaintiffs do not have it. It's the bank's file, and it's long-since closed after your refusal to close. We have reached out to the bank to determine what they have and can provide to us directly, but we've been unsuccessful. Consequently, you have received all of the loan file documents that are in Plaintiffs' possession.

2. I disagree with your characterization that the reference to "down payments" is clear. That could either reference a payment made at the time the contract was signed, or it could reference funds that the buyer brings to closing. However, this request under either definition is entirely unrelated to the dispute at issue. There's no debate that the earnest money was paid at the time the contract was signed. And, Plaintiffs never had the opportunity to bring funds to closing because you refused to allow the closing to go forward.

Your repeated allegation that the Plaintiffs made fraudulent representations in their loan application is unfounded. But, even if it were true, it wouldn't relate to your defense in any way whatsoever. The contract failed because of your refusal to close, not because of issues between Plaintiffs and their lender. Your alleged fraudulent representations in the financing application may have given the bank the right to terminate its relationship with the Plaintiffs, forcing them to find an alternate source of financing to fund the purchase. But that hypothetical dispute between the bank and the Plaintiffs does not relate to you, the seller, in any way unless it triggers the breach of a term stated in your purchase and sale contract. That did not happen here. Plaintiffs were ready, willing and able to close with the promised financing in hand on the scheduled closing date.

4 and 5. See my response to number 2. Your allegations of fraudulent representations between the Plaintiffs and their lender do not give the seller a right to terminate the contract. Therefore, they are wholly unrelated to the case.

6. All the text messages in Plaintiffs' possession have been turned over to you. I have requested that Andy Lord provide us with any text records that he may have, but he has not done so yet, and I cannot force him to do so.

7. Your request for the truck invoice suggested to me that you sought documentation of damages. But, we are not seeking damages for the box truck rental – making it irrelevant for that purpose. If, however, you are requesting the truck invoice for other purposes, such as whether it shows the rental time, I will look to see if Plaintiffs have it the invoice in their possession. If so, I will provide that document to you.

8. See my response to number 2. Your allegations of fraudulent representations between the Plaintiffs and their lender do not give the seller a right to terminate the contract. Therefore, they are wholly unrelated to the case.

James Monteleone
BERNSTEINSHUR - Attorney
207 228-7198 direct

Confidentiality notice: Confidentiality notice: If you are not the person intended to receive this email, please notify us and please do not make use of this email for any purpose. Thank you.

From: Anthony Rinaldi <southernmaineconstruction@gmail.com>
Sent: Thursday, March 31, 2022 6:36 PM
To: Judy Smith <jsmith@bernsteinshur.com>
Cc: James Monteleone <jmonteleone@bernsteinshur.com>
Subject: Re: Drew Pierce & Janice Lariviere v. Anthony Michael Rinaldi, et al.

EXTERNAL EMAIL

[Quoted text hidden]

Anthony Rinaldi <southernmaineconstruction@gmail.com>
To: James Monteleone <jmonteleone@bernsteinshur.com>
Cc: Judy Smith <jsmith@bernsteinshur.com>

Fri, Apr 1, 2022 at 7:16 PM

I can prove without question that Janice Lariviere was attempting to commit Mortgage Fraud. The rate of the loan and the fact that you stated that I illegally evicted her show that she applied for this loan as her primary residence. All the text prove that Drew and Susie were the people going to occupy the residence. Janice was attempting to defraud the bank out of thousands of dollars because rates on a second home is much higher.

Drew on the other hand was clearly committing tax fraud because he was growing marijuana illegally as his primary source of income. He talks about transporting plants across state lines in his text which is a federal offense as well. There

is a mountain of evidence that prove his income was from cultivating marijuana so that would also indicate that he was submitting fraudulent documentation to obtain the loan.

Drew and Janice both have access to their tax returns and pay stubs at the very least but you refuse to turn over anything to me because it will further prove my case. A loan disclosure and application letter isn't sufficient.

Our contract is contingent on financing so if they were obtaining their mortgage based on fraudulent terms then it would void the contract. Your lawsuit is for breach of contract so if I can show they were attempting to commit mortgage fraud it would make the contract void and then you can't sue for breach. Your obviously well aware of this and this is on top of the pre approval letter and the fact that they clearly breach. Any prudent man would see that you have aided and abetted them at every turn and ignore the facts.

If you can't get this info from the bank how about you send me the emails showing they refuse to turn anything over.

Sent from my iPhone

On Apr 1, 2022, at 6:42 PM, James Monteleone <jmonteleone@bernsteinshur.com> wrote:

[Quoted text hidden]



Southern Maine Construction <southernmaineconstruction@gmail.com>

Financing Letter

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Tue, Apr 5, 2022 at 2:01 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Judy Smith <jsmith@bernsteinshur.com>

You stated in your opposition to my Motion that the financing letter was forwarded by Andy Lord and that you omitted the forwarded section for clarity. I'm not sure how that would clarify anything or why you would think it's acceptable to edit or alter evidence without informing the other party but nonetheless, now that you have confirmed it isn't the true copy can you please promptly send me the original email without anything removed. Also, neither of those emails have the Application Letter PDF attached to them so did you omit that for clarity or is there a third email that has the PDF attached to it that I haven't received yet.

Also, did you edit or alter any other discovery for "clarity" that I'm unaware of?

Sincerely,
Anthony Rinaldi



Southern Maine Construction <southernmaineconstruction@gmail.com>

Request for Admission and Motions

4 messages

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Thu, May 19, 2022 at 12:24 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Judy Smith <jsmith@bernsteinshur.com>, jfortin@bernsteinshur.com, sanderson@bernsteinshur.com, rkeach@bernsteinshur.com, kdeckelmann@bernsteinshur.com, kmcgintee@bernsteinshur.com, kknox@bernsteinshur.com, hstrait@bernsteinshur.com, mturcotte@bernsteinshur.com, jboehme@bernsteinshur.com, mkramer@bernsteinshur.com, sostrow@bernsteinshur.com

I just wanted to give you a heads up regarding my plan moving forward.

1. I'm preparing a Request for Admission regarding every lie that was told by Matt Dibiase, Andy Lord, Drew Pierce and you. If you evade answering like in previous discovery requests then I will Motion to Compel and force you to admit to your fraudulent conduct.

2. I'm preparing a Motion for Clarification / Articulation regarding my Motion to Vacate 60(b) Fraud.

Justice O'Neil must give me a legal explanation for the denial. The law clerk had it for several weeks and Justice O'Neil only had it for a day so it's extremely odd for it to be denied without explanation.

3. Motion to Reconsider my Motion to Vacate 60(b) Fraud

I spent over 400 hours on that Motion. I'm sure 99% of Motions filed by Pro Se Defendants are done improperly but I'm the 1%. That Motion was a textbook example which proved without question that Fraud occurred and your lawsuit is Frivolous. I deserve the same rights as everyone else and should be taken serious. With all of these "Me Too" movements you would think that I wouldn't be discriminated against. It feels like I have no voice right now and that is wrong on so many levels.

Everyone in my household cried when we got the Denial letter and I literally didn't get out of bed for three days. The mental anguish this has caused by your malicious conduct has been horrible but rest assured I will get Justice.

I'm not sure why you would continue to fight this when you don't have one single piece of evidence to support your case and have the most "unclean hands".

Could you imagine working on a case for almost a year and not getting paid. I not only worked on that house for almost a year but I slept in my van and made major sacrifices to get it finished. Your attempting to steal every bit of my profit and on top of that your not playing fair. It's clear as day that you have no guilt regarding the emotion and financial damage you have caused. I could never do this to someone but at least I can hold my head high and know I didn't nothing wrong.

Sincerely,
Anthony Rinaldi

Paul McDonald <pmcdonald@bernsteinshur.com>

Mon, May 23, 2022 at 3:29 PM

To: "southernmaineconstruction@gmail.com" <southernmaineconstruction@gmail.com>

Dear Mr. Rinaldi,

I am Bernstein Shur's General Counsel. Your email below, as well as prior emails you have sent to members of the firm's Board of Directors and Management, was forwarded to me by the firm's Chief Operating Officer. I am replying to those emails on behalf of the firm.

I am familiar with the proceedings in the lawsuit involving you and Southern Maine Construction, LLC as Defendants and Drew Pierce and Janice Lariviere as Plaintiffs, including issues surrounding the Order of Attachment, Plaintiffs' Motion to Enlarge, Defendants' Motion to Modify Second Amended Scheduling Order, Defendants' Motion to Vacate Order of Attachment, Order Denying Defendants' Motion to Vacate Order of Attachment, and Order Granting in Part and Denying in Part Defendant's Motion to Modify Second Amended Scheduling Order.

While I appreciate that you are disappointed and frustrated by the process and outcome of these Motions and Orders, your allegations that James Monteleone or this firm is guilty of some legal and/or ethical wrongdoing in those matters are entirely without merit and we reject them completely.

Moreover, your sending emails to lawyers and staff in the firm who have no connection whatsoever to the matter is inappropriate, harassing and, to some of them, threatening. Therefore, I demand that you cease further communication regarding this matter with anyone at the firm except Mr. Monteleone and others who are working with him on the matter; e.g., his Legal Assistant. If you have *valid* legal or ethical complaints concerning Mr. Monteleone's conduct—of which to date there are none—please direct them to Mr. Monteleone and/or to me only. If you do not honor this request, we will block delivery of your emails to lawyers and staff who have no connection to the matter and/or take other appropriate action.

Sincerely,

Paul McDonald

Paul McDonald

Shareholder

General Counsel

207 228-7260 direct

207 774-1200 main

207 807-8682 mobile

207 774-1127 fax

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From: Julie Watson Boehme <jboehme@bernsteinshur.com>

Sent: Thursday, May 19, 2022 12:26 PM

To: Paul McDonald <pmcdonald@bernsteinshur.com>

Subject: FW: Request for Admission and Motions

Julie Watson Boehme

she/her/hers pronouns

BERNSTEINSHUR - Chief Operating Officer

207 228-7220 direct

207 841-2920 mobile

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From: Anthony Rinaldi <southernmaineconstruction@gmail.com>

Sent: Thursday, May 19, 2022 12:25 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>; Judy Smith <jsmith@bernsteinshur.com>; Joan Fortin <jfortin@bernsteinshur.com>; Sam Anderson <sanderson@bernsteinshur.com>; Bob Keach <rkeach@bernsteinshur.com>; Kevan Lee Deckelmann <kdeckelmann@bernsteinshur.com>; Kai McGintee <kmcgintee@bernsteinshur.com>; Kate Knox <kknox@bernsteinshur.com>; Hawley Strait <hstrait@bernsteinshur.com>; Mary Beth Turcotte <mturcotte@bernsteinshur.com>; Julie Watson Boehme <jboehme@bernsteinshur.com>; Matthew Kramer <mkramer@bernsteinshur.com>; Susan V. Ostrow <sostrow@bernsteinshur.com>

Subject: Request for Admission and Motions

EXTERNAL EMAIL

[Quoted text hidden]

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Tue, May 24, 2022 at 10:16 AM

To: Paul McDonald <pmcdonald@bernsteinshur.com>

I won't email the board or you again but it's laughable to think James hasn't violated his oath multiple times and that this case is anything but Frivolous. I have the truth on my side and it will be public record at some point. I appreciate your response but please don't insult my intelligence by trying to convince me that this isn't a MASSIVE FRAUD AND MASSIVE INJUSTICE!! I did hope that BernsteinShur wouldn't be ok with one of their attorneys doing this to someone and hope that once notified would attempt to right this wrong! If BernsteinShur wants to stand behind this egregious fraud then that's on them.

Sincerely,
Anthony Rinaldi

Sent from my iPhone

On May 23, 2022, at 3:30 PM, Paul McDonald <pmcdonald@bernsteinshur.com> wrote:

[Quoted text hidden]



Southern Maine Construction <southernmaineconstruction@gmail.com>

Missing Discovery Documents and Deposition of James Monteleone

3 messages

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Fri, May 27, 2022 at 6:19 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Judy Smith <jsmith@bernsteinshur.com>

Hi James,

I noticed that the discovery file you sent me was missing two attachments. The "Scope of Work" pdf (See Pierce 0270) and Drews "2019 Income Taxes" (See Pierce 0340 & 0341)

I still have no clue what Drew does as his profession because you refuse to turn over any documents relating to Janice and Drews employment but the items listed above were part of your discovery file and should have been sent.

Lastly, I plan on deposing you so I will get that set up and we can sit down and do a video deposition soon.

James Monteleone <jmonteleone@bernsteinshur.com>

Fri, May 27, 2022 at 6:34 PM

To: Anthony Rinaldi <southernmaineconstruction@gmail.com>

Cc: Pedro Vazquez <pVazquez@bernsteinshur.com>

I will review the documents to confirm that the "Scope of Work" attachment you referenced was not erroneously withheld. As you recall, we objected to projection of Drew's 2019 income taxes as irrelevant to the contract dispute at hand. Depositions are available only as to anticipated witnesses. I am not a witness to your contract dispute, which occurred before I was retained. As such, you will need a court order to take my deposition.

James Monteleone
Attorney

207 228-7198 direct

207 774-1200 main

207 774-1127 fax

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-----Original Message-----

From: Anthony Rinaldi <southernmaineconstruction@gmail.com>

Sent: Friday, May 27, 2022 6:20 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>; Judy Smith <jsmith@bernsteinshur.com>

Subject: Missing Discovery Documents and Deposition of James Monteleone

--External Email--

Hi James,

[Quoted text hidden]

Judy Smith <jsmith@bernsteinshur.com>

Tue, May 31, 2022 at 8:36 AM

To: Anthony Rinaldi <southernmaineconstruction@gmail.com>

Good morning Anthony,

Attorney Monteleone has a new assistant whose name is Pedro Vazquez. Could you please remove my email address



Southern Maine Construction <southernmaineconstruction@gmail.com>

Matt Dibiase Text Messages

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Tue, Jun 7, 2022 at 11:02 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, pvazquez@bernsteinshur.com

Hey James, here is a complete sequence of text between your star witness Matt Dibiase and myself from January 7th, 2021 to March 5th, 2021. Take a look at page 13 and the last page.

Page 13

"So you can work over the weekend and make back the escrows that would need to be held back"

"Buyer wants to close tomorrow and take the house as is, how do you feel about that"

"Basically he just wants to close asap"

**Matt Dibiasee Text Messages .pdf**

5000K



Southern Maine Construction <southernmaineconstruction@gmail.com>

Discovery Issues

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Tue, Jun 7, 2022 at 11:08 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, pvazquez@bernsteinshur.com

I'm without counsel so I'm at a severe disadvantage without you abusing the discover process. I still haven't received the attachments that were omitted? (2019 Tax Return, Scope of Work pdf)

Also, where are the rest of the text exchanges between Andy Lord and Craig Matheson and the texts between Matt Dibiase and Andy Lord.

Also, why didn't you send me the text messages between Andy Lord and Drew Pierce. Those texts aren't privileged and it's highly likely that those text will prove one way or another what happened between the parties.

There is no reason why I should have to wait for information that was requested in May of 2021!!



Southern Maine Construction <southernmaineconstruction@gmail.com>

Text Exchange Matt D, Andy Lord

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Wed, Jun 8, 2022 at 11:01 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, pvazquez@bernsteinshur.com, Paul McDonald <pmcdonald@bernsteinshur.com>

Here is a complete sequence of the group text between Andy Lord, Matt Dibiase and Myself. If you look at the text below, Andy discusses the September spec sheet I didn't sign and the fact that I was directed to drywall the entire garage when I wasn't legally obligated to.

Page 5 - Matt Dibiase Stated

"I just sent you the addendum that allows the buyers to put pod on property Monday"

Page 5 - Andy Lord Stated

"Because the Scope of Work didn't specify the drywall specifically, it just said garage to be primed"

Page 6 - Andy Lord Stated

"What's it matter? The drywall is already up. That was written back in September."

Page 7 - Andy Lord Stated

"Because that was signed by Drew back in September and I'm not going to rewrite everything for no reason."

Page 19 Anthony Rinaldi Stated

"Just so we are all on the same page. The buyers are refusing to honor the contract. Asphalt is considered the top coat and gravel is the aggregate base coat. The paint was done at temperatures above the required amount and given supplemental dry air to make sure it adheres properly. Regardless if I got a quote it doesn't change the language of the contract, I got a quote because I was told to just like I finished the garage when I didn't need to."

Page 19 - Matt Dibiase Stated

"Sorry it didn't work out"

"Again the buyers were willing to accept the house as-is"

Page 22 - Anthony Rinaldi Stated

"No it's now null and void because they are refusing to honor it"

"A clear breach of contract"

Page 22 - Anthony Rinaldi Stated

"I am not sure why all of you are heading to my house. None of you have a right to be there and there's nothing you can do to change my mind. I have the legal right to walk."

"I said I will call Andy on Monday so we can talk but after everything that happened I'm not rushing into anything."

**Matt D Andy L Text Messages .pdf**

13702K



Southern Maine Construction <southernmaineconstruction@gmail.com>

Audio Recording #1 Transcript

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Wed, Jun 8, 2022 at 11:19 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, pvazquez@bernsteinshur.com

Hey James, I still have a little more to transcribe and need to double check it but the vast majority of this March 5th, 2021 meeting is there.

After hearing this recording I'm not sure how you can say your lawsuit is anything but Frivolous but that's on you and you'll need to explain yourself at some point. All I've asked is for you guys to do the right thing and drop this malicious lawsuit but apparently the facts don't matter to you.

Anyways, I'm going to file a motion to compel if you don't get me the missing documents from the May 2021 discovery request soon.

**Audio Recording #1 Transcript.pdf**

95K



Southern Maine Construction <southernmaineconstruction@gmail.com>

Drew Pierce Affidavit

1 message

Anthony Rinaldi <southernmaineconstruction@gmail.com>

Mon, Jun 27, 2022 at 4:29 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, pvazquez@bernsteinshur.com

Hey James, Drew Pierces affidavit line 7 states that a true and accurate copy of the updated spec sheet is attached hereinto as Exhibit A.

This isn't accurate because page 1 of this document was removed. Page one is the signature page and I've attached the actual document below. Also, the first time I saw this document was in February when Matt sent it to me. I refused to sign it and Andy texts me that it was supposed to be signed in September.

Given this information can you correct the record with the court. Justice O'Neil decision regarding the Motion to Dissolve directly references this spec sheet so it's imperative that the record be corrected considering it is so clearly false.

3 attachments

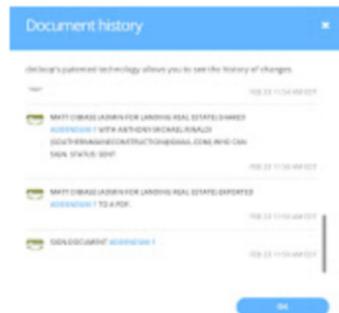


image0.jpeg
86K



image1.jpeg
284K

September Contract.pdf
746K

**Southern Maine Construction** <southernmaineconstruction@gmail.com>**FYI**

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Fri, Jul 22, 2022 at 4:07 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>

Hey James, so the two quotes below came from reputable sources and show that your explanation is inaccurate. As I stated, I was under the impression that Interrogatories can address almost anything and the respondent uses all available information they have to answer accurately and honestly. Therefore, I don't need to serve Andy or Matt with the interrogatories because I'm asking the Plaintiff's side of the lawsuit as a whole and you are required to make a good faith effort to inquire and answer honestly.

Your entire lawsuit is based on two affidavits so refusing to address text that prove your only evidence is perjurious seems evasive and a clear violation of the rules of professional conduct.

"For example, although depositions are relatively effective for obtaining spontaneous answers, the information is restricted to the knowledge of the deposed individual. Answers to interrogatories, on the other hand, represent the collective knowledge of the opponent and his attorneys and agents.' Moreover, the answering party is required to conduct a reasonable investigation² if this is necessary in order to formulate an adequate response to the questions."

"Interrogatory should be answered upon your entire knowledge from all sources and all information in your possession or otherwise available to you, including information from your officers, employees, agents, representatives or consultants and information which is known by each of them. An incomplete or evasive answer is a failure to answer."

Sent from my iPhone



386K

3 of 24

https://mail.google.com/mail/u/1/?ik=493a5326f&view=pt&search=all&permthid=thread-f:1739444957161684488&simpl=msg-f:1739444957161684488 1/1

2/25/24, 2:49 AM

Gmail - Addendum 1 aka Updated Spec Sheet



Southern Maine Construction <southernmaineconstruction@gmail.com>

Addendum 1 aka Updated Spec Sheet

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Wed, Jul 27, 2022 at 4:19 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>

James,

Here is Addendum 1 which I emailed you before. As you can see it was sent by Matt Dibiase to me on 2/23/21. I also attached group text that were sent on 2/23/21 stating that it was written back in September and signed by Drew in September.

You tried stating that the updated spec sheet was signed because it has initials on the last page but you have countless dotloop documents that prove those are initials not signatures.

I see the September 13th email you are referencing where I emailed a similar spec sheet to Matt in September. But the spec sheet I emailed doesn't have dotloop codes on every page and doesn't have initials on the last page, so they are clearly different documents. Also, I didn't direct him to forward that to the buyers or state anything about it, so it's insane that your trying to deceive the court.

During the Motion to Dissolve hearing you told the judge it was prepared by me and signed by the parties. Which is the farthest thing from the truth.

Regardless, obviously Addendum 1 is your updated spec sheet.

5 attachments

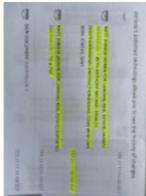


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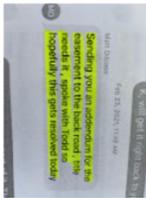


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2/25/24, 2:49 AM

Gmail - Addendum 1 aka Updated Spec Sheet

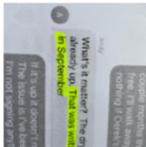


image3.jpeg 4218K





Southern Maine Construction <southernmaineconstruction@gmail.com>

Addendum 1 aka Updated Spec Sheet

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Wed, Jul 27, 2022 at 4:19 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>

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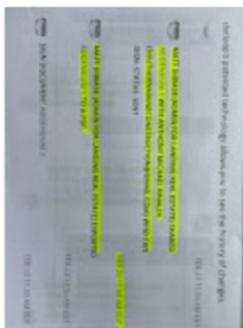


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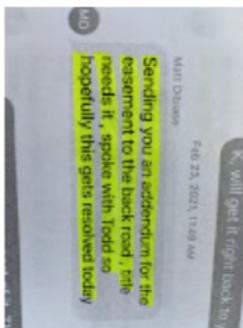


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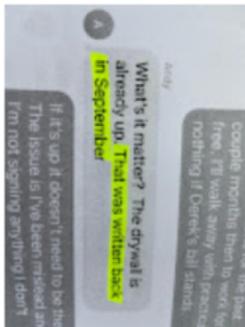


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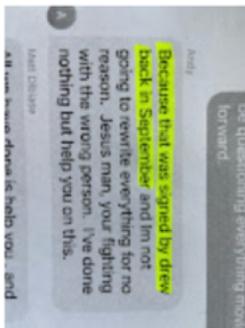


image4.jpeg
4342K

 **September Contract.pdf**
746K



Southern Maine Construction <southernmaineconstruction@gmail.com>

Judicial Estoppel

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Wed, Jul 27, 2022 at 4:26 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>

During our latest discovery meeting I said that your story completely changed from your original story and your response was, "it's the nature of litigation as you learn new evidence" or something along those lines.

My Motion to Dissolve filing wasn't new evidence that you had never seen before. When I sent you a response on March 12, 2021 it stated the same facts as the Motion to Dissolve so you were aware of that position prior to you initial filing.



Southern Maine Construction <southernmaineconstruction@gmail.com>

Possession Prior to Closing

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Wed, Jul 27, 2022 at 4:34 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>

Here is a text from Matt asking me to sign an addendum to allow the buyers to put the pod on my property. It doesn't say it's a rental agreement.

The buyers never took possession of the property as I was living there at the time and we weren't roommates.

The possession document states a lease must be signed once they take possession.

Also, there was no consideration. I asked you what the consideration is and you said breach which makes absolutely zero sense.

In your original filing you seemed to imply that I was offering this addendum because of the delays or to keep them from walking away. If they walked away then I would have benefitted huge and I built this house in record time when COVID was causing massive delays nation wide so that argument is ridiculous. Andy and Matt manipulated me into thinking I was doing something wrong when they were well aware that I was building the house incredibly fast.

Nonetheless, that text is the only messaging between us concerning the possession prior to closing addendum and we don't allude to consideration so clearly there was none.

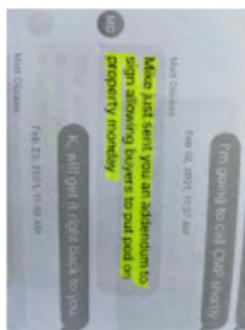


image0.jpeg
3994K



Southern Maine Construction <southernmaineconstruction@gmail.com>

P&S - Prior Statements Prohibited

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Wed, Jul 27, 2022 at 4:44 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>

Section 18 - No prior statements are valid unless contained herein.

The August 5th, 2020 email - Not Valid

Drew's claim the front porch and 4th bedroom was frames - Not Valid

Also, the buyers waiver there rights to pursue remedies regarding the house.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicatine whether the svstem has/has not malfunctioned within 180 calendar days prior to closing.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have 10 days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within 0 days. Yes No

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.



Southern Maine Construction <southernmaineconstruction@gmail.com>

RE: PLEASE READ!!

2 messages

Joan Fortin <jfortin@bernsteinshur.com>

Wed, Nov 30, 2022 at 11:06 AM

To: Southern Maine Construction <southernmaineconstruction@gmail.com>, "tips@wgme.com" <tips@wgme.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, James Monteleone <jmonteleone@bernsteinshur.com>, Judy Smith <jsmith@bernsteinshur.com>, Sam Anderson <sanderson@bernsteinshur.com>, Bob Keach <rkeach@bernsteinshur.com>, Kevan Lee Deckelmann <kdeckelmann@bernsteinshur.com>, Kai McGintee <kmcgintee@bernsteinshur.com>, Kate Knox <kknox@bernsteinshur.com>, Hawley Strait <hstrait@bernsteinshur.com>, Mary Beth Turcotte <mturcotte@bernsteinshur.com>, Julie Watson Boehme <jboehme@bernsteinshur.com>, Matthew Kramer <mkramer@bernsteinshur.com>, "Susan V. Ostrow" <sostrow@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>, "tvmail@wgme.com" <tvmail@wgme.com>, David Farmer <dfarmer@bernsteinshur.com>

Everyone, please ignore this. I'll follow up with Paul and David Farmer. I'm so sorry, Jim, that this man is hounding you (and all of us).

Joan Fortin**she/her/hers pronouns****Chief Executive Officer**

207 228-7310 direct

207 774-1200 main

207 317-1442 mobile

207 774-1127 fax

[My Bio](#) | [LinkedIn](#) | [Twitter](#)

BERNSTEINSHUR

100 Middle Street PO Box 9729 [Portland, ME](#) 04104-5029 | [Manchester, NH](#) | [Augusta, ME](#) | [bernsteinshur.com](#)

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

From: Southern Maine Construction <southernmaineconstruction@gmail.com>**Sent:** Wednesday, November 30, 2022 10:56 AM

To: tips@wgme.com; Paul McDonald <pmcdonald@bernsteinshur.com>; James Monteleone <jmonteleone@bernsteinshur.com>; Judy Smith <jsmith@bernsteinshur.com>; Joan Fortin <jfortin@bernsteinshur.com>; Sam Anderson <sanderson@bernsteinshur.com>; Bob Keach <rkeach@bernsteinshur.com>; Kevan Lee Deckelmann <kdeckelmann@bernsteinshur.com>; Kai McGintee <kmcgintee@bernsteinshur.com>; Kate Knox <kknox@bernsteinshur.com>; Hawley Strait <hstrait@bernsteinshur.com>; Mary Beth Turcotte <mturcotte@bernsteinshur.com>; Julie Watson Boehme <jboehme@bernsteinshur.com>; Matthew Kramer <mkramer@bernsteinshur.com>; Susan V. Ostrow <sostrow@bernsteinshur.com>; Pedro Vazquez <pVazquez@bernsteinshur.com>; Michael D. Hanify <mhanify@bernsteinshur.com>; tvmail@wgme.com

Subject: PLEASE READ!!

EXTERNAL EMAIL

I apologize for sending this email to the board and will not email any of them again. I just figured they would want to know about [BernsteinShurSucks.com](#) and would want to know how much of a circus this lawsuit has become.

STOP CORRUPTION!



LandingRealEstateSucks.com

BernsteinShurSucks.com

Sign My Petition @ <https://chnng.it/k88xGKcs>

Before I put this "**STOP CORRUPTION**" Campaign into overdrive I figured I would check in and see if you've come to your senses and are ready to drop this fraudulent lawsuit. It's ok if your not but I hadn't heard from you and I have 5,000 flyers that just came in so I wanted to make sure before I hit the streets passing them out.

We are both well aware how insane your lawsuit is and the only reason it's gotten this far is due to Justice O'Neil's favoritism but I have the truth on my side and I have every right to notify the public. Based on your fraudulent conduct and your willingness to lie and manipulate I'm guessing you'll try to figure some angle against me or try to drum something up in an attempt to distract from your fraud. Logically speaking it's the only possible way you can try to mitigate this situation but regardless of what happened you can rest assure this fraud will forever be etched into the records. My friends and family have seen the toll this has taken on me and they are more upset than I am now so you have a lot of people that are motivated to expose this fraud and help me get justice.

THE CONTRACT WAS BREACHED ON MARCH 4th AND NO AGREEMENT WAS EVER OFFICIALLY ACCEPTED ON March 5th

On March 4th, 2021 your client refused to remove the painting and paving from escrow which gave me the right to terminate so the contract was null and void on March 4th, 2021. **(SEE TEXT)** The following day I met with my bank and Matt and at the end of the meeting I basically said, "**I want to see the HUD first before I agree with anything**" **(SEE AUDIO RECORDING)** So we never came to a new agreement on March 5th because the HUD was wrong so the contract remained void from March 4th. Your clients willfully breached the contract on March 4th so I was under no obligation to change my mind because it was terminated. Furthermore, the escrow funds could be removed from escrow just not on one days notice and I offered to give them time to do so but your client refused that offer. **(SEE AUDIO RECORDING & TEXT) This is all well documented through text and recordings so it's not something that's disputable.**

On top of that, you stated I was compensated almost \$20,000 in your cross Motion reply brief but my loan amount was illegally increased over \$3,000 by Lincoln Capital and Matt Dibiase which you are aware of because I've told you and it's clear on the recording from March 5th. At the time I didn't fully understand what they meant but after seeing the HUD and reviewing the recording it's clear they illegally increased my payoffs with the bank by over \$3,000 in an attempt to illegally escrow funds for the buyers **(SEE AUDIO RECORDING)**

On top of that, your 4 versions of events (lies) are not supported by any evidence and don't make any sense.

On top of that, I was under **duress and undue influence** by my bank and all the agents of Landing Real Estate which is a solid affirmative defense given the situation and the recordings show how much I was manipulated.

On top of that is the fact that it's **unconscionable** that any builder would agree to do \$80,000+ in upgrades and not get paid for it.

On top of that is the fact that I worked on the house for three months March 5th, 2021 – June 5th, 2021 fixing Derek Rays mess ups, finishing the lawn and other stuff to obtain a higher price. That additional work was never mentioned or considered in your lawsuit. You act like I sold the house the next day for the additional money without adding any value. Staging the house alone accounts for some of the increase in value never mind all the work I did to make the house more sellable.

On top of that is the real estate market had gone up but houses didn't appreciate 33% in 8 months. So it's insane to act like the house appreciated \$115,000 in 8 months.

On top of that is the fact that your client **fraudulently induced** me into signing the contract. If I knew they were committing mortgage fraud I would have never signed it.

On top of that, your explanation in your cross Motion reply brief is a joke. You clearly filed the Cross Motion Summary Judgement to get the last word. If you look at your Cross Motion Summary Judgement and Opposition to Summary Judgement and compare them to your Reply Brief it's obvious that you planned that out so I didn't have a chance to refute your BS explanations to Unclean Hands and Judicial Estoppel.

On top of that, your lawsuit is barred by **Judicial Estoppel**. Your defense to Judicial Estoppel was "an evolving set of facts" which is an absolute joke because my story hasn't changed at all and you were aware of it before you filed. My response to your March 12th, 2021 letter stated my position so what facts have evolved?? The only thing that's evolved is the different lies you've told.

On top of that, your lawsuit is barred by the **unclean hands doctrine**. Your interpretation of this doctrine is, "**unclean hands means a party to a lawsuit can't come into the lawsuit with unclean hands but they can have unclean hands while they litigate a lawsuit.**" That's honestly the

craziest thing I've ever heard but it gets better. You go on to state that I'm not accusing your clients of fraudulent inducement but I have been accusing them of that for 20+ months.

On top of that, the house I was contracted to build and the house I built are completely different and clearly wouldn't be the same price.

On top of that, **you don't point to any text, recordings or emails to support your lawsuit** and the (4) affidavits you've presented to the court weren't included in your summary judgement because you know they are based off lies.

On top of that, you **violated the rules of professional conduct** by withholding evidence from the tribunal. When I called you out for that you claimed you didn't have that evidence at the time which is even more worrisome because that means you filed an ex parte lawsuit without investigating anything or collecting any evidence. (It's my opinion that your just telling another lie because it's unlikely you didn't have any of that evidence and your actions show that you've been aware how frivolous this lawsuit is from the very start)

On top of that, you **violated the rules of professional conduct** by aiding and abetting a client in attempting to defraud me.

On top of that, you **ignored me for 8 months then lied to the court** with your 1/28/22 Motion to Enlarge

On top of that. **Andy Lord committed perjury**.

On top of that, **Matt Dibiase committed perjury**.

On top of that, (Attorney James Monteleone) **You committed perjury**.

On top of that **Drew Pierce committed perjury**.

On top of that, your original lawsuit was based off (1) piece of evidence that didn't exist. Not only was your original lawsuit based off (1) LIE but **Andy Lord removed text that said the real reason I didn't close in an attempt to deceive the court**. Andy claims that was an accident but if you look at the last two pages they are almost identical other than a tiny adjustment which shows it was intentional.

On top of that, your **client misrepresented addendum 1** as the Updated spec sheet.

On top of that, your **client never provided me with the financing letter** per the P&S agreement and I invoked my right to terminate per the contract.

On top of that, the **contract wasn't ambiguous** and everyone interpreted the contract the same way. The intentions of the parties is heavily considered when looking at contract ambiguity. Furthermore, the painting was finished per the contract and that wasn't removed and the escrowed funds actually increased from \$24,000 to \$27,000.

On top of that, your **client intentionally deleted text messages** that are the most important evidence to either prove or disprove your case.

On top of that, **you violated multiple court orders** by refusing to provide any text messages as demanded by the courts.

On top of that, I **stated (4) times** that I had the legal right to terminate the contract neither Andy Lord or Matt Dibiase refuted that.

YOUR LAWSUIT IS NOW BASED OFF TWO CLOSING STATEMENTS AS YOUR ONLY EVIDENCE AND YOU ARE NO LONGER REFERENCING ANY OF THE (4) AFFIDAVIT YOU PREVIOUSLY USED AS THE BASIS OF YOUR LAWSUIT. FURTHERMORE, YOU HAVE

ADMITTED YOUR ORIGINAL LAWSUIT IS ENTIRELY FALSE SO WHAT ARE WE EVEN DOING HERE!!

THE DEFENDANT'S POSITION

- 1. Story hasn't changed**
- 2. (19) different texts and recorded statements that state the paving isn't part of the contract or that the Defendant has the legal right to terminate the contract.**
- 3. Affirmative Defenses: Unconscionable, Duress, Undue Influence, Waiver, Fraudulent Inducement, Unclean Hands, Judicial Estoppel, Plaintiff's Breached, etc**

THE PLAINTIFF'S POSITION

- 1. (4) Conflicting versions of events**
- 2. (0) Text Supporting Case**
- 3. (0) Recordings Supporting Case**
- 4. (0) Emails Supporting Case**
- 5. (4) Perjurious Affidavits**
- 6. 30+ Boilerplate Objections**
- 7. Discovery Abuse**

Southern Maine Construction <southernmaineconstruction@gmail.com>
To: tips@wgme.com, tvmail@wgme.com

Tue, Dec 13, 2022 at 12:28 AM

How is this not a massive story! Maine Contractor and Coach is forced to teach himself the law to fight one of the states biggest Real Estate Firms and the Biggest Law Firm in the State. This is a David versus Goliath story and the Most Fraudulent Abuse of the Legal System in State History!!!

Sent from my iPhone

Begin forwarded message:

From: Joan Fortin <jfortin@bernsteinshur.com>
Date: November 30, 2022 at 11:06:32 AM EST
To: Southern Maine Construction <southernmaineconstruction@gmail.com>, tips@wgme.com, Paul McDonald <pmcdonald@bernsteinshur.com>, James Monteleone <jmonteleone@bernsteinshur.com>, Judy Smith <jsmith@bernsteinshur.com>, Sam Anderson <sanderson@bernsteinshur.com>, Bob Keach <rkeach@bernsteinshur.com>, Kevan Lee Deckelmann <kdeckelmann@bernsteinshur.com>, Kai McGintee <kmcgintee@bernsteinshur.com>, Kate Knox <kknox@bernsteinshur.com>, Hawley Strait <hstrait@bernsteinshur.com>, Mary Beth Turcotte <mturcotte@bernsteinshur.com>, Julie Watson Boehme <jboehme@bernsteinshur.com>, Matthew Kramer <mkramer@bernsteinshur.com>, "Susan V. Ostrow" <sostrow@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>, tvmail@wgme.com, David Farmer <dfarmer@bernsteinshur.com>
Subject: RE: PLEASE READ!!

[Quoted text hidden]



Southern Maine Construction <southernmaineconstruction@gmail.com>

(9) Requests and Motions Filed

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Wed, Dec 14, 2022 at 4:12 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>, dfarmer@bernsteinshur.com

I filed the following documents today and received a copy of the Order Denying Summary Judgement which is unbelievable. I'm not sure why Justice O'Neil is risking his legacy over this case because he's now fully involved and co-signing your fraudulent conduct. I waited 5 months for a ruling on Summary Judgement and received 1 sentence saying we both presented facts so it's must be denied. Nonetheless, the longer this goes on the more evidence I have against you.

1. Motion to Reconsider Recusal
2. Motion to Reconsider Discovery Order
3. Motion for Leave to Proceed without fee - Request for Jury Trial
4. Motion to Enlarge Scheduling Order
5. Motion for Contempt - Refusing Court Order
6. Motion to Amend Pleadings
7. Request Non-Testimonial Hearing
8. Request for Pre Trial Conference
9. Request for Discovery Hearing 26(g)



Southern Maine Construction <southernmaineconstruction@gmail.com>

Exhibit List, Lord Emails

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Tue, Jan 10, 2023 at 8:17 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>, dfarmer@bernsteinshur.com

I'm preparing copies of the information you requested and should have it to you by tomorrow at the latest. None of the info on my exhibits list is a surprise to you as it all relates to my story which hasn't changed since the start and 99.9% of it was sent to you willingly without a discovery request.

I was reviewing your exhibits list and many of the emails listed aren't originals because they were forwarded to you from Andy Lord. Since they were forwarded it's possible they could have been edited and the meta data won't reflect the original but the forwarded message.

As you know, Andy Lord removed text from the original complaint, Drew removed text between him and I, and you edited a forwarded section of an email for "Clarity" so we've had multiple occasions where the evidence has been tampered with or edited so can you send me the original emails as received



Southern Maine Construction <southernmaineconstruction@gmail.com>

Michael Dore & Original Emails

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>Mon, Jan 16, 2023 at 12:00
PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>, dfarmer@bernsteinshur.com

I'm going to ask you one more time before I file a second Motion in Limine. Who is Michael Dore and how does he relate to this case? I have every right to know the evidence you have so how is it fair to add a witness that I've never heard of just before trial. How can I prepare my defense to evidence I don't know of and given your track record of lying and manipulating I'm sure it will be another fraud on the court. Furthermore, I was deprived the right to Depose this person or submit an interrogatory or request for admission. You clearly will say and do anything to win so I'm not surprised that your trying to blindside me.

Secondly, you never answered me regarding your exhibits that were forwarded by Andy Lord. Can you please replace those with the original emails not the forwarded version and please don't edit the evidence for "clarity" You, Andy and Drew have all edited evidence by removing text or sections of email so obviously it's not acceptable to use a forwarded email that could easily be edited. There are also emails from Matt Dibiase that Andy forwarded you but other emails are originals from Matt which is very odd. It honestly looks like the forwarded emails from Andy are forged because it makes no sense that you would provide originals on some and forwarded emails on others.

Lastly, you were court ordered to supplement my discovery request so where are the text between Drew and Andy?

If we end up going to trial I look forward to having 6 days to expose you with cameras and a full courtroom.



Southern Maine Construction <southernmaineconstruction@gmail.com>

Southern Maine Construction LLC

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Mon, Feb 27, 2023 at 3:15 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, dfarmer@bernsteinshur.com, Paul McDonald <pmcdonald@bernsteinshur.com>, Pedro Vazquez <pVazquez@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>

James, I wanted to clarify something. I didn't mention it before because I didn't think it mattered and you never asked but after speaking to the appeals court I think I should clarify. I have a registered EIN number for Southern Maine Construction LLC but when I went to get an LLC through the state it was already taken so I continued as a sole proprietor and that's why the contract between your client and I doesn't list Southern Maine Construction. I'm not sure why you sued the name Southern Maine Construction LLC because the contract was between Anthony Rinaldi and your clients and I never thought it mattered because we were clumped together but after being told I can't represent an LLC on appeal I thought I should clarify.

Clearly, you have no standing on that part of the lawsuit because the contract is only in my name but regardless it doesn't matter because your client breached the contract on March 4th and you have unclean hands.

Lastly, I know who Michael Dore is because he is the registered owner of Southern Maine Construction LLC but nothing nefarious is going on so I'm obvious not worried regarding that.



Southern Maine Construction <southernmaineconstruction@gmail.com>

PLEASE READ 2021-CV-138

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Tue, Feb 28, 2023 at 9:33

AM

To: Diane Cavanaugh <diane.c.cavanaugh@courts.maine.gov>, James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Mark Caldwell <mark.caldwell@courts.maine.gov>

Hi Diane, I plan on calling this afternoon so I figured I would write this letter with the hope that you'll be able to shed some light on where we are at.

The law court sent this case back to you on February 6th and Attorney James Monteleone failed to respond to my Motions and Requests by the 20th per his own terms. (See Prior Motion by Plaintiffs to allow 14 days to respond to Motions once back with the Trial Court) so I'm really concerned why nothing has happened and why the Motion in Limine Hearing hasn't been scheduled, the previously canceled hearing hasn't been re-scheduled and the Pre Trial Conference hasn't been scheduled.

At this point I'm more than ready for trial if that's what it takes to expose the Plaintiffs and their Attorney so I'd like to get these hearings taken care of so we can pick a Jury and go to trial if need be. The following (12) Motions and (4) Requests are still pending and I haven't heard anything back. Justice O'Neil did approve Counsel Monteleone's Protection Order so I would hope he can address my filings soon so we can move this case forward.

Lastly, I have a videographer that will be attending the trial as well as a large number of people. Is there a limit to the number of people allowed in the courtroom and do I need to do anything to get permission for the video camera?

If you can check on the status of all this I would really appreciate it! Thanks in advance!

Motions Filed on 12/14

1. Motion to Reconsider Recusal
2. Motion to Reconsider Discovery Order
3. Motion for Leave to Proceed without fee - Request for Jury Trial
4. Motion to Enlarge Scheduling Order
5. Motion for Contempt - Refusing Court Order
6. Motion to Amend Pleadings
7. Request Non-Testimonial Hearing
8. Request for Pre Trial Conference
9. Request for Discovery Hearing 26(g)

Motions Filed on 12/19

1. Motion for Finding of Facts 52(a) - Plaintiffs Approved Motion to Enlarge 56(f)
2. Motion for Finding of Facts 52(a) - Defendant's Motion for Summary Judgement
3. Motion for Continuance 40(c)
4. Letter to the Court

Motion Filed on 12/28

1. Motion to Reconsider - Summary Judgement

Motions Filed on 1/6

1. Motion in Limine
2. Exhibit List
3. Statement of Time for Trial

Motion Filed on 1/20

1. Second Motion in Limine



Southern Maine Construction <southernmaineconstruction@gmail.com>

Mediation, O'Neils Bias, Ambiguity, fraud on the court

3 messages

Southern Maine Construction <southernmaineconstruction@gmail.com>

Wed, Mar 22, 2023 at 12:25 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>, Diane Cavanaugh <diane.c.cavanaugh@courts.maine.gov>, Mark Caldwell <mark.caldwell@courts.maine.gov>, newscenter@wcsh6.com, news.tips@abc.com, tvmail@wgme.com, editor@usobserver.com, tips@nbcuni.com, tips@theintercept.com, tips@thomsonreuters.com

Paul and James, I wanted to address a few things. I've been preparing complaints against Justice O'Neil and both of you and part of that is reviewing every case you've handled and Justice O'Neil has handled. I've already reviewed 212 orders from Justice O'Neil that were available online. I found 25 cases with Pro Se Litigants and their record is 0-25 and it's not for a lack of merit. I'm going to the court house this week and next to pull ever case O'Neil has handled and every case both of you have handled even if I have to look at every case in the past 5 years. Paul said to let him know if I believe James Violated the Rules or Professional Conduct so I have a few questions I'd like one of you to address:

1. James you keep claiming the contact is ambiguous even though you don't have a single affidavit that states they interpreted it otherwise and I have countless pieces of evidence proving your clients interpreted the same as i did. You keep saying ambiguity goes against the drafter and I state that extrinsic evidence is to be used and the parties intentions matter. The funny thing is you said the same thing in *Almeder v. Town of Kennebunkport*, 217 A.3d 1111 (Me. 2019) and *55 Oak St. v. RDR Enters.*, Civil Action AP-21-01 (Me. Super. Aug. 2, 2021)

This proves you clearly know your caselaw is wrong and are intentionally deceiving the court once again.

2. Why haven't you amended your complaint to include your ambiguous claim? It doesn't support your original claim so it can't be used?

3. Why did you list Southern Maine Construction LLC as a party when the spec sheet says Southern Maine Construction with no LLC. I've never claimed to be Southern Maine Construction LLC to you or Drew so you should probably correct your error with the court.

Michael Dore could potentially sue you for suing his company when you knew that none of the spec sheets list my company as an LLC.

4. We haven't discussed Mediation in a while and I'd like to go to mediation if possible so they can document this fraud on the court. Are you still interested in Mediating and when would you be available?

5. Paul, you're the legal counsel for Bernstein and claim you reviewed all the evidence but you have many cases with James so shouldn't an unbiased attorney look over this massive fraud.

6. Paul, Justice O'Neil recently held that BernsteinShur violated the rules of professional conduct in *Kapothanasis v. Kapothanasis*, No. CV-21-097 (Me. Super. Aug. 1, 2022) but he allowed you to continue as counsel. Justice O'Neil is clearly acting very favorable towards you in this case so doesn't that further prove BernsteinShur should have an unbiased lawyer review this case.

7. The text messages clearly prove that your clients willfully breached the contract on March 4th for refusing to remove the painting and paving from escrow. On March 5th we actually never formed a new contract because I stated I wanted to see the HUD first and it was wrong when I received it. Also, you've stated many times I never spoke to Andy or Drew on the 5th regarding the new terms so the March 4th willful and documented breach was the end of the contract. The painting funds aren't ambiguous and regardless this is a documented breach by your client so why do you refuse to address this elephant in the room.

8. Why do you keep claiming funds from Matt Dibiase's commission should be credited to your clients. Matt was my realtor and I was furious about the missing money that his agents took so how do you know that wasn't compensation for the unauthorized payments. Nonetheless, nobody every stated that reduction was to be credited towards the buyers nor did they ever say Andy's commission is credited to the buyers.

9. Lastly, I don't enjoy going public with any of this but what you did was wrong and you should be ashamed of your actions. I will continue to fight until I get Justice!

3 attachments



image0.jpeg
334K

 **Justice O'Neil Cases.pdf**
385K

 **Motion for Contempt Rule 66.pdf**
301K

James Monteleone <jmonteleone@bernsteinshur.com>
To: Southern Maine Construction <southernmaineconstruction@gmail.com>

Thu, Mar 23, 2023 at 4:31 PM

Mr. Rinaldi,

I welcome the opportunity to participate in mediation for the sole purpose of exploring potential settlement of the matter. Pursuant to M.R. Evid. 408, any statement made in mediation or otherwise relating to settlement discussions (including this email) will be inadmissible in court.

Please let me know which weeks are available in the coming month for you to attend mediation. From there, I will contact the office of the previously agreed mediator – Andy Sparks – and request that he provide his available dates during the weeks you designate as available. I will cc you on all correspondence with the mediator's office relating to this case.

Regards,

James Monteleone
Attorney
207 228-7198 direct
207 774-1200 main
207 774-1127 fax
[LinkedIn](#) | [Twitter](#)
BERNSTEINSHUR



Southern Maine Construction <southernmaineconstruction@gmail.com>

LLC Error

8 messages

Southern Maine Construction <southernmaineconstruction@gmail.com> Fri, Apr 14, 2023 at 12:50 PM
To: James Monteleone <jmonteleone@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>

I'm filing a Motion to correct the LLC error and want to confirm that you agree to correct the error. You filed this lawsuit against Southern Maine Construction LLC even though I had never presented myself that way so this is an error on your behalf and I can't imagine you intentionally sued another party so clearly you made a mistake.

I didn't put much thought into it and I've used the same erroneous template to file my motions but regardless, this filing error was made by you and should be corrected.

I can't imagine you would oppose this motion considering that would mean you are intentionally suing a party that has nothing to do with this lawsuit but want to confirm before I file.

James Monteleone <jmonteleone@bernsteinshur.com> Fri, Apr 14, 2023 at 1:07 PM
To: Southern Maine Construction <southernmaineconstruction@gmail.com>
Cc: Paul McDonald <pmcdonald@bernsteinshur.com>

I will not waive any claims against Southern Maine Construction LLC because you own property under the name "Southern Maine Construction LLC," and that property is subject to the court's attachment.

James Monteleone
Attorney

207 228-7198 direct

207 774-1200 main

207 774-1127 fax

[LinkedIn](#) | [Twitter](#)

BERNSTEINSHUR

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Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

-----Original Message-----

From: Southern Maine Construction <southernmaineconstruction@gmail.com>

Sent: Friday, April 14, 2023 12:50 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>; David Farmer <dfarmer@bernsteinshur.com>; Paul McDonald <pmcdonald@bernsteinshur.com>; Michael D. Hanify <mhanify@bernsteinshur.com>

Subject: LLC Error

--External Email--

[Quoted text hidden]

Southern Maine Construction <southernmaineconstruction@gmail.com> Fri, Apr 14, 2023 at 2:44 PM
To: James Monteleone <jmonteleone@bernsteinshur.com>
Cc: Paul McDonald <pmcdonald@bernsteinshur.com>

What property? I do not own any property under that name



Southern Maine Construction <southernmaineconstruction@gmail.com>

Worst abuse of legal system in Maine History

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Thu, Jul 13, 2023 at 1:03 PM

To: sggrindley@sbgvtv.com, jfortin@bernsteinshur.com, "Michael D. Hanify" <mhanify@bernsteinshur.com>, James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Jeff Peterson <jpeterson@sbgvtv.com>

After the depositions I was certain that you would be dropping the lawsuit immediately but I haven't heard anything since and the trial is fast approaching. I just want to confirm that your position hasn't changed before I make my next move. It was already crystal clear that you're committing fraud but the 4/11 Hearing and the depositions gave me overwhelming evidence and also show that Justice O'Neil is attempting to silence me for your benefit.

All I want is Justice and will continue to fight until this lawsuit is dropped.

I couldn't believe Justice O'Neil said the following:

Justice O'Neil stated, "The Plaintiffs don't have to prove a Prima Facie case" He's cited case law stating the opposite over (42) times.

Justice O'Neil stated, "Unclean Hands and Judicial Estoppel aren't appropriate during Summary Judgment" WOW

Justice O'Neil stated, "The burden is on the Defendant during Summary Judgment and the Plaintiffs don't have to do anything but cite, object and/or refute." I pointed out the burden shifting case law and the fact that the Plaintiffs failed to cite evidence or present any evidence at all but he didn't seem to care and refuses to explain why the normal laws don't apply to my case.

Justice O'Neil stated, "Your Summary Judgment was well written but I was worried you didn't cite evidence so I ruled against you as a favor to you." This is insane considering my Summary Judgment had citations listed throughout so he clearly knew I cited everything properly. I brought up the fact that the Plaintiffs didn't cite evidence and he didn't see to care.

Justice O'Neil said he did me a favor for not sanctioning me for ad hominem comments but I haven't made a single comment that wasn't supported by fact. So it's ok to commit fraud but it's not ok for me to say your committing fraud even though the evidence is clear?

And lastly, I've asked to have him recused twice because of the overwhelming evidence proving bias which he denied both times and now he's denying me my constitutional right to a jury trial?? His explanation was that other cases take priority and it would be easier. WOW!!

I couldn't believe James said the following:

"The Plaintiffs have attempted to hone their complaint into its most narrow form" so after two years the Plaintiffs are unable to figure out why they sued me?? That does match Drew's Deposition because he did say that he had no idea why the closing fell through and essentially has no clue what's going on. Pretty crazy considering you have no evidence and he's your only witness.

<https://mail.google.com/mail/u/1/?ik=f493a5326f&view=pt&search=all&permthid=thread-f:1771325711897440816&siml=msg-f:1771325711897440816> 1/2

3 attachments

-  013 Rebuttal to James_1.m4a
770K
-  021 James didnt follow the rules_1.m4a
428K
-  012 James Monteleone Response.m4a
433K



Southern Maine Construction <southernmaineconstruction@gmail.com>

Failure to Serve Southern Maine Construction LLC

2 messages

Southern Maine Construction <southernmaineconstruction@gmail.com>

Tue, Jul 25, 2023 at 7:37 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, "Michael D. Hanify" <mhanify@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Diane Cavanaugh <diane.c.cavanaugh@courts.maine.gov>

James, based on your demand letter you clearly knew Michael Dore was the rightful owner of Southern Maine Construction LLC so can you send me proof that you served him the original complaint. Furthermore, if you knew I didn't own Southern Maine Construction LLC why would you file a lawsuit that included SMC LLC as a party. I just don't understand why you would intentionally sue an unrelated third party and pretend that I was the owner when you knew that wasn't the case?

James Monteleone <jmonteleone@bernsteinshur.com>

Tue, Jul 25, 2023 at 8:43 AM

To: Southern Maine Construction <southernmaineconstruction@gmail.com>, Paul McDonald <pmcdonald@bernsteinshur.com>

Mr. Rinaldi,
You'll recall that your prior attorney, Jason Theobald, entered an appearance on behalf of Southern Maine Construction LLC when he filed an answer and counterclaim on its behalf. See attached. Pursuant to Rule 12(h), the defense of insufficient service of process is waived after an answer is filed without specific mention of the insufficient service defense. Your answer and counterclaim makes no reference to insufficient service. Although you include a general incorporation of all Rule 8 defenses, insufficient service was excluded because it is a Rule 12 defense.
Regards,

**James Monteleone
Attorney**

207 228-7198 direct

207 774-1200 main

207 774-1127 fax

[LinkedIn](#) | [Twitter](#)

BERNSTEINSHUR

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Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

-----Original Message-----

From: Southern Maine Construction <southernmaineconstruction@gmail.com>

Sent: Tuesday, July 25, 2023 7:37 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>; Paul McDonald <pmcdonald@bernsteinshur.com>; FormerEmployee_Michael D. Hanify <mhanify@bernsteinshur.com>; David Farmer <dfarmer@bernsteinshur.com>; Diane Cavanaugh <diane.c.cavanaugh@courts.maine.gov>
Subject: Failure to Serve Southern Maine Construction LLC

--External Email--

[Quoted text hidden]

2021 05 12(d) Defs Answer & Countercl.PDF
208K



Southern Maine Construction <southernmaineconstruction@gmail.com>

PLEASE READ Important Text from Feb 25th and March 3rd

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Wed, Jan 3, 2024 at 8:52 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>

Dear James and Paul,

We've never discussed this but I wanted to point out an extremely important fact. Prior to the paving and painting being discussed on March 4th Andy, Matt and Drew were all trying to get me additional funds. If those funds weren't for paving and painting then what were they for?

Look at these text from February 25th and March 3rd, (both of which were prior to the painting and paving)

Feb 25, 2021

"We're trying to figure out your payouts"

"Closing is getting pushed till

Tuesday lenders decision, so you can work over the weekend and make back the escrows that would need to be held back"

March 3rd, 2021

"I'm trying to get that number back up for you"

"Andy is calling the bank and I just spoke with Ryan"

"We are gonna crunch numbers first thing tomorrow morning with rms and Lincoln and figure how to get you more money"

"It's fine I understand let's close this tomorrow make you some money"

"We can talk tomorrow and see how we can try to get some money"

On March 4th Matt told me that the Buyers were reducing their rate lock, he was giving me \$2,500 of his commission and he was going to pay the plumbing bill which totaled \$8,200. I then demanded the painting and paving being removed from escrow which the buyers refused and then I terminated the contract because of their anticipatory repudiation.

Anyways, the reason I point this out is because those funds which were part of the March 5th Hud CLEARLY WEREN'T being offered to compensate for the paving or painting like you've been arguing for 3 years.

Also, why is my own Realtor paying a \$3k bill out of pocket and the Plaintiffs reducing their rate lock? Clearly they were attempting to compensate me for all the missing money and for the unpaid upgrades.

It's clear from the text that I was owed something from them. Why else would they say, *"Andy is calling the bank and I just spoke with Ryan"* (Lincoln Capital) and *"Figure how to get you more money"* and *"See how we can try to get some money"* and *"We are gonna crunch numbers first thing tomorrow morning with rms and Lincoln"*

The only logical conclusion is that they are compensating me for the unpaid upgrades and embezzled money. Clearly, the \$8,200 wasn't adequate enough because it was clearly still very upset with them. \$5,500 was from Matt and \$2,767 was from Drew but the following Day Lincoln increased my loan payout as an illegal escrow for the Plaintiffs of \$3,400. (See March 5th Transcript) So on March 3rd the buyers were contacting RMS to compensate me for something (upgrades) but ended up increasing the escrow funds to them by roughly \$650.

Furthermore, why was my Realtor discussing my payouts with my bank and meeting them with the buyers Realtor Andy Lord without my consent or knowledge.

In the March 5th Meeting Transcript, I discuss Andy directing me to finish the garage when I wasn't required too and there are text from Plaintiff Drew Pierce requesting changes to the basement.



Southern Maine Construction <southernmaineconstruction@gmail.com>

PLEASE READ Important Text from Feb 25th and March 3rd

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com> Wed, Jan 3, 2024 at 8:52 PM
 To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>

Dear James and Paul,

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Feb 25, 2021

"We're trying to figure out your payouts"

"Closing is getting pushed till Tuesday lenders decision, so you can work over the weekend and make back the escrows that would need to be held back"

March 3rd, 2021

"I'm trying to get that number back up for you"

"Andy is calling the bank and I just spoke with Ryan"

"We are gonna crunch numbers first thing tomorrow morning with rms and Lincoln and figure how to get you more money"

"It's fine I understand let's close this tomorrow make you some money"

"We can talk tomorrow and see how we can try to get some money"

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Also, why is my own Realtor paying a \$3k bill out of pocket and the Plaintiffs reducing their rate lock? Clearly they were attempting to compensate me for all the missing money and for the unpaid upgrades.

It's clear from the text that I was owed something from them. Why else would they say, "Andy is calling the bank and I just spoke with Ryan" (Lincoln Capital) and "Figure how to get you more money" and "See how we can try to get some money" and "We are gonna crunch numbers first thing tomorrow morning with rms and Lincoln"

The only logical conclusion is that they are compensating me for the unpaid upgrades and embezzled money. Clearly, the \$8,200 wasn't adequate enough because it was clearly still very upset with them. \$5,500 was from Matt and \$2,767 was from Drew but the following Day Lincoln increased my loan payout as an illegal escrow for the Plaintiffs of \$3,400. (See March 5th Transcript) So on March 3rd the buyers were contacting RMS to compensate me for something (upgrades) but ended up increasing the escrow funds to them by roughly \$650.

Furthermore, why was my Realtor discussing my payouts with my bank and meeting them with the buyers Realtor Andy Lord without my consent or knowledge.

In the March 5th Meeting Transcript, I discuss Andy directing me to finish the garage when I wasn't required too and there are text from Plaintiff Drew Pierce requesting changes to the basement.

<https://mail.google.com/mail/u/1/?ik=f493a5326f&view=pt&search=all&permthid=thread-f:1787122849388358324&siml=msg-f:1787122849388358324> 1/6

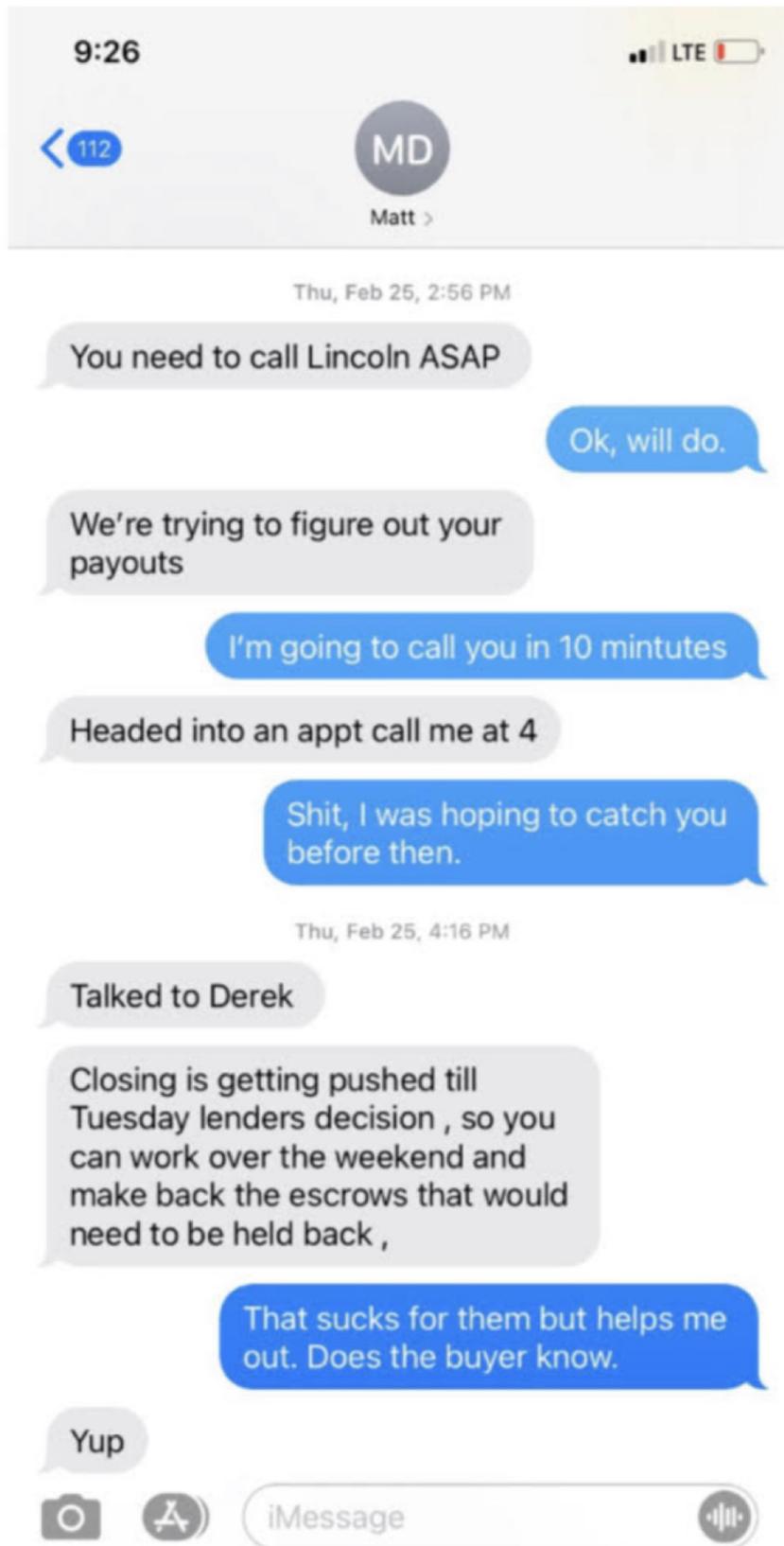
2/26/24, 6:19 PM

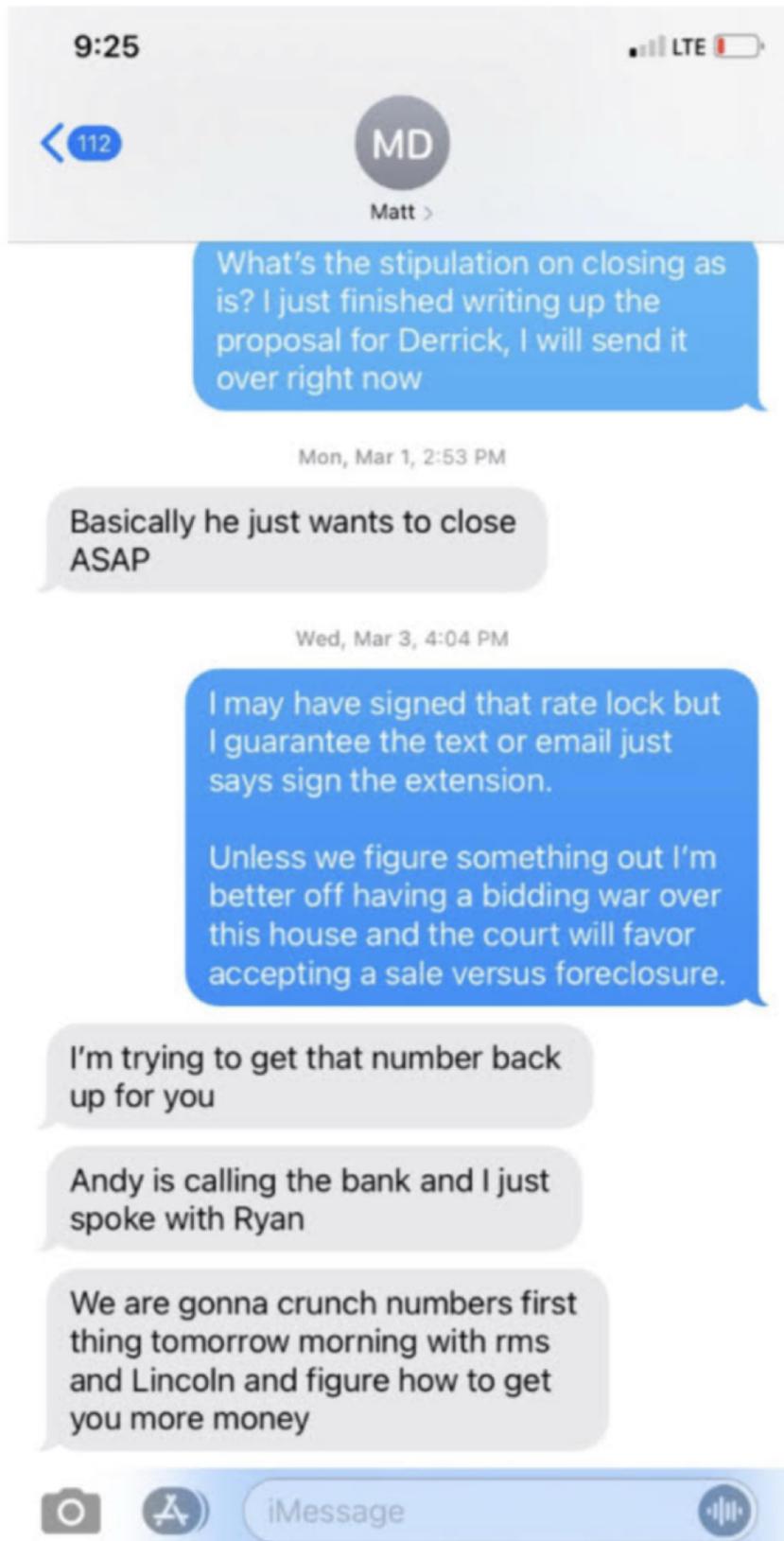
Gmail - PLEASE READ Important Text from Feb 25th and March 3rd

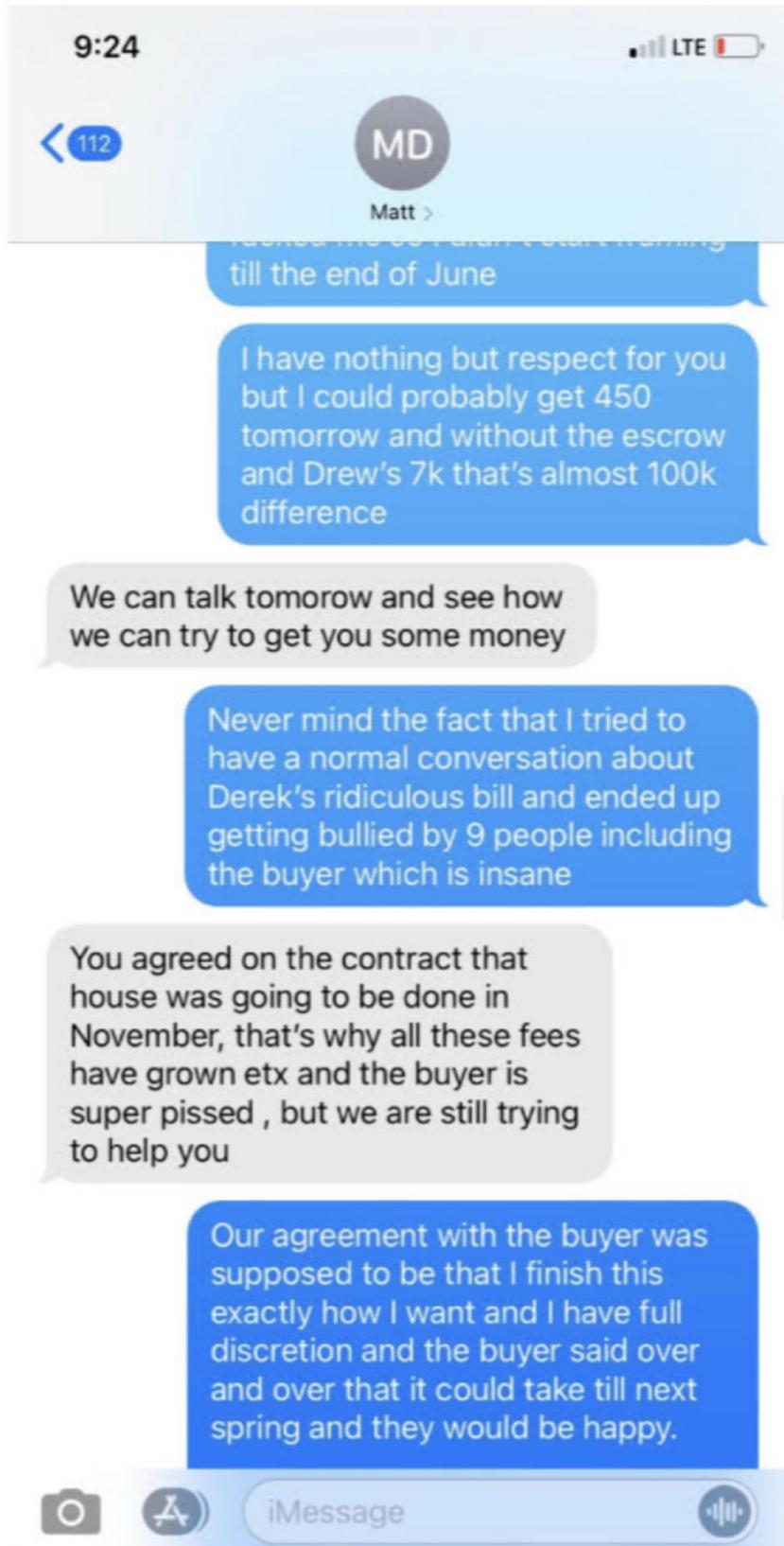
So the house I was contracted to build is much smaller and not nearly as nice, I have proof of some upgrades like Andy directing me to finish the garage and Drew requesting upgrades to the basement via text. Couple all that with the fact that they were attempting to free up money for me makes it's clear as day that they agreed to pay for the upgrades and never did so to act like the the additional funds on March 5th was all for the Paving is insane. Plus on March 5th Matt increased my payout \$11,550 (14,550 - 3,000) and Drew reduced my payout by approximately \$650 (\$2,767 - \$3,400)

So these text prove that on March 3rd the Plaintiffs were attempting to free up funds for a reason that's unclear through text Andy is calling the bank "We are gonna crunch numbers first thing tomorrow morning with rms and Lincoln" (unpaid upgrades and embezzled money) and then on March 4th it became clear that they also were responsible for the Painting and paving but on March 5th an additional \$3,400 was escrowed for the Plaintiffs so the amount due to me decrease roughly \$650 dollars even though they clearly owed me for (3) separate things (Painting, Paving and Upgrades)

Anthony Rinaldi
 Southern Maine Construction
 207-347-1692











Southern Maine Construction <southernmaineconstruction@gmail.com>

Group Text

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com> Fri, Jan 12, 2024 at 9:09 AM
To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>

I don't believe I sent you these messages. This is a group text exchange between Anthony Rinaldi, Derek Ray, Andy Lord and Matt Dibiase.

Anthony Rinaldi
Southern Maine Construction
207-347-1692

 **Group Text (3) Landing Agents and Defendant.pdf**
3867K



Southern Maine Construction <southernmaineconstruction@gmail.com>

SUBJECT MATTER JURISDICTION

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com> Fri, Jan 12, 2024 at 9:23 PM
To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>

I'm sure you're aware that your client needs to be damaged in real life to have a case. Your lawsuit lacks standing because Drew's injuries are SPECULATIVE AND HYPOTHETICAL not concrete and actual.

Anthony Rinaldi
Southern Maine Construction
207-347-1692



Southern Maine Construction <southernmaineconstruction@gmail.com>

PLEASE READ spec sheet not part of contract!!! CFPB Complaint.

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Wed, Jan 24, 2024 at 8:14 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, governor@maine.gov, Drew Gattine <andrew.gattine@legislature.maine.gov>, Sue Salisbury <Suzanne.Salisbury@legislature.maine.gov>

Paul and James,

I was reviewing the P&S agreement and I never signed the alleged spec sheet nor was it part of the contract. The contract is made up of the following documents:

- 1. P&S pg 1-5
- 2. New Construction Addendum pg 6
- 3. Additional Addendums pg 26-28

Pages 7 thru 17 are not numbered or signed. These pages don't state it's a spec sheet and more importantly, when you sign contracts with dotloop you only see the pages you sign and that's why there is normally initials on every page and page numbering.

The new construction addendum states, "It is agreed that all future changes shall be in writing, together with the cost, if any, date of change and signatures of all parties to indicate knowledge and consent." This addendum makes no mention of the pages that follow. Also, page 1 of the contract says see spec sheet but page 7-17 doesn't say the word spec sheet and they aren't sign.

In conclusion, I didn't see, sign or agree to page 7-17 of the contract and the contract forbids their inclusion.

Also, I should be filing the Motions I mentioned previously by Friday and I filed a Consumer Financial Protection Bureau complaint against Lincoln Capital See below and more complaints to follow.

Anthony Rinaldi
Southern Maine Construction
207-347-1692

3 attachments



image0.png
220K



Southern Maine Construction <southernmaineconstruction@gmail.com>

Pierce et al v. Rinaldi et al. CV-21-138

4 messages

Robin Learned <rlearned@bernsteinshur.com>

Thu, Feb 1, 2024 at 3:52 PM

To: Southern Maine Construction <southernmaineconstruction@gmail.com>

Cc: James Monteleone <jmonteleone@bernsteinshur.com>

Good afternoon –

On behalf of Attorney Monteleone, attached please find a letter that has been mailed to the Court today.

Robin Learned
she/her/hers pronouns
Legal Assistant

207 228-7164 direct

207 774-1200 main

207 774-1127 fax

[Online Payment](#)[My Bio](#) | [LinkedIn](#) | [Twitter](#)

BERNSTEINSHUR

[Portland, ME](#) | [Manchester, NH](#) | [Augusta, ME](#) | [bernsteinshur.com](#)

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**2024-02-01 Ltr to Court to request status conference - Pierce v Rinaldi.pdf**

1605K

Southern Maine Construction <southernmaineconstruction@gmail.com>

Thu, Feb 1, 2024 at 5:01 PM

To: Robin Learned <rlearned@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin

<jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>

Cc: James Monteleone <jmonteleone@bernsteinshur.com>

Calling the kettle black.. lol. You filed a frivolous lawsuit and you actually think this Justice will aid and abet you when all your allegations are baseless. How are my motions frivolous? You can't name one Motion that was frivolous or cite anything I did wrong. I'd love to hear specifics but obviously you won't be able to. The funny thing is I've named countless specifics showing how fraudulent your case is and **weren't you the one that ignored me for 8 months and then lied to the court and said I couldn't be reached??** Also, did you see the article in the Press Herald about Justice Connors?

I look forward to seeing you in court and further exposing this corruption. Also, I filed a Request for OPEGA Audit and will be responding to this frivolous letter so feel free to add that to the list. Your letter proves nothing and now you want to deny me my 1st Amendment rights. When I saw this letter I assumed you were dropping this fraudulent lawsuit but instead you slandered my name once again.

Southern Maine Construction <southernmaineconstruction@gmail.com>

To: Robin Learned <rlearned@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>
Cc: James Monteleone <jmonteleone@bernsteinshur.com>

I forgot to mention that you delayed for 8 months and then you delayed Summary Judgement multiple times so the only party that has delayed is you. Furthermore, Justice Billings isn't allowed to ruled on your baseless letter because Jurisdiction has been questioned therefore it must be addressed first. Clearly, you are aware how bad you look and understand that this letter is unlikely to change the severity of your punishment and unlikely to further hurt you so basically a Hail Mary. The sad thing is that you have forever tarnished BernsteinShur name and instead of gracefully dropping this case you chose to further slander my name.

Lastly, can you please give me specifics of my misconduct so that I can rectify the situation if valid. I know that I've done nothing wrong but an honest attorney would never attack someone without specific examples of misconduct.

Anthony Rinaldi
Southern Maine Construction
207-347-1692

On Feb 1, 2024, at 5:01 PM, Southern Maine Construction <southernmaineconstruction@gmail.com> wrote:

Calling the kettle black.. lol. You filed a frivolous lawsuit and you actually think this Justice will aid and abet you when all your allegations are baseless. How are my motions frivolous? You can't name one Motion that was frivolous or cite anything I did wrong. I'd love to hear specifics but obviously you won't be able to. The funny thing is I've named countless specifics showing how fraudulent your case is and **weren't you the one that ignored me for 8 months and then lied to the court and said I couldn't be reached??** Also, did you see the article in the Press Herald about Justice Connors?

I look forward to seeing you in court and further exposing this corruption. Also, I filed a Request for OPEGA Audit and will be responding to this frivolous letter so feel free to add that to the list. Your letter proves nothing and now you want to deny me my 1st Amendment rights. When I saw this letter I assumed you were dropping this fraudulent lawsuit but instead you slandered my name once again.

<image0.jpeg>
<image1.jpeg>

Anthony Rinaldi
Southern Maine Construction
207-347-1692

On Feb 1, 2024, at 3:52 PM, Robin Learned <rlearned@bernsteinshur.com> wrote:

<https://mail.google.com/mail/u/1/?ik=f493a5326f&view=pt&search=all&permthid=thread-f:1789731282387290854&simpl=msg-f:178973128238729085...> 3/4

2/26/24, 6:53 PM

Gmail - Pierce et al v. Rinaldi et al. CV-21-138

[Quoted text hidden]
<2024-02-01 Ltr to Court to request status conference - Pierce v Rinaldi.pdf>

James Monteleone <jmonteleone@bernsteinshur.com>
To: Southern Maine Construction <southernmaineconstruction@gmail.com>
Cc: Paul McDonald <pmcdonald@bernsteinshur.com>

Fri, Feb 2, 2024 at 11:54 AM

Mr. Rinaldi,

I disagree with your characterizations of my conduct, just as I have rejected your prior mischaracterizations of me.

The denied motions and appeals you've filed over the past year speak for themselves on their merits. As to the specifics you requested, I refer you back to the contents of my letter for a summary.

Regards,



Southern Maine Construction <southernmaineconstruction@gmail.com>

Additional Evidence WOW

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>

Sun, Feb 4, 2024 at 9:50 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, cshankman@bernsteinshur.com, governor@maine.gov, Craig.Hickman@legislature.maine.gov, Peter.schleck@legislature.maine.gov, Sabrina.Carey@legislature.maine.gov, Robin Learned <rlearned@bernsteinshur.com>

Hey James and Paul,

I'm not sure how I didn't noticed this email till now but Ryan Cyr from Lincoln Capital wrote me on 3/8/22 and said the following,

"You see me calling, we can't just bury our heads in the sand here. Let's get this resolved.

Todd is working on getting the escrow part fixed so you can get more money at closing but you need to get in contact with us."

****See Below**

This email implies that Todd is talking to Landing and the Plaintiffs and getting the paving removed so the Defendant could get more money at closing. This was sent 3 days after the closing fell through. **So obviously the Plaintiffs breached the contract.**

Another thing I noticed was the Plaintiff admitted that Derek Ray Referred the Plaintiffs to BernsteinShur (See Below) and then Derek's Bernstein Attorney Conor Shankman filed a Fraudulent Mechanics Lien and the Plaintiffs filed their fraudulent Ex Parte at essentially the same time. Derek Ray agreed to accept payment at closing so he had no justification for filing a lien because the closing hadn't happened. It's clear that his lien was part of BernsteinShur's strategy to put pressure on me. Also, Derek and I didn't have a contract and as you can see in the text Lincoln Capital Hired him so why was a lien placed against me if I didn't refuse to pay, had no contract and he was hired by Lincoln Capital? Also, Maine Law doesn't allow Attorney fees to be added to the lien and his lien clearly states that his lien includes Attorney fees. Also, Derek was only owed \$14,000 (per his calculations not mine) so why was his lien for \$19,660? Based on my calculations Derek hours far exceeded what he charged me for and a large portion of the work had to be redone so Derek should have been compensating me not charging me. Anyways, as you can see the Mechanic Lien was fraudulent just like the Ex Parte Verified Complaint.

I also noticed that the perjurious 1/28/22 filing submitted the day Discovery ended was actually signed by Derek's lawyer Conor Shankman not James. So obviously Landing Real Estate, BernsteinShur and

12:59



< All Inboxes



Found in Important Mailbox



Siri Found a Phone Number

Ryan Cyr
(207) 772-7500

Update



Ryan Cyr

3/8/21

To: Anthony Rinaldi >

Cape Rd

You see me calling, we can't just bury our heads in the sand here. Let's get this resolved.

Todd is working on getting the escrow part fixed so you can get more money at closing but you need to get in contact with us.

--

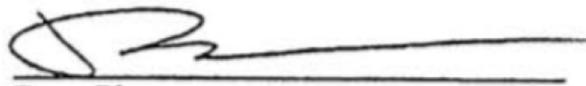
Ryan M. Cyr
Lincoln Capital LLC
796 Forest Ave

occasion, sometime after the scheduled closing, Mr. Pierce and Mr. Ray discussed referrals for legal representation.

Plaintiffs occasionally communicated with representatives of Residential Mortgage Services, Inc. ("RMS"), including Craig Mathieson and Sarah MacDonald, regarding the property between August 2020 and March 2021. Communications were by email and telephone. Plaintiffs do not recall the specific date, time or details of any particular communication other than those set forth in email communications previously produced. Plaintiffs' communications with RMS representatives regarding the property entailed discussions about the appraisal, discussions about the property's construction progress, and discussions about closing schedule.

Plaintiffs routinely communicated with their real estate agent Andy Lord regarding the property between August 2020 and May 2021. Communications were frequent and included telephone calls, text messages, and in-person meetings. Plaintiffs do not recall the specific date, time or details of any particular communication. Communications with Mr. Lord generally included discussions about Property's construction options, progress and completion status, and discussions about closing schedules, deadlines and obligations. Plaintiffs do not possess any records detailing their phone or text communications with Mr. Lord.

Plaintiffs have communicated with Mr. Pierce's fiancée, Susanna Joly, regarding the property hundreds of times since August 2020. Communications with Ms. Joly were in-person, via telephone, text and email. Communications with Ms. Joly were too innumerable to recall any particular date, time or details of any particular communications, and generally involved all matters known to Mr. Pierce regarding the property.


Drew Pierce

State of Massachusetts

County of Barnstable

November 14, 2022

Now appeared before me the above-named Drew Pierce, who was placed under oath and affirmed the truth of the foregoing statements to the best of his knowledge, information, and belief.



3 People >

Derek Ray

Mikey we all liked you and are trying to help you so you don't lose this place and the buyers. I don't know if you know how being a GC works (clearly not) but normally I would bid a job up charge my materials, my subs and then I would get paid for my time for organizing all parties and doing all that IN THE RIGHT ORDER, to maximize time and money. I did time in materials on your job for a couple different reasons. One your job site was a mess and done in the complete wrong order to maximize effectiveness and two because we were having to work backwards and fix and finish things that were not

done or done incorrectly. As far as defrauding you, I was asked by the bank to step in and bring guy in to help and speed up the processes they knew exactly what I charged per man and ok'd it, so if you have an issue with the billing you need to talk to them not me. Furthermore, I didn't charge you yet for my time of getting materials. I haven't up

11:57 AM

<https://mail.google.com/mail/u/1/?ik=f493a5326f&view=pt&search=all&permthid=thread-f:1789980331221955551&siml=msg-f:1789980331221955551> 7/8

charged materials that I put on my account YET, I've paid your guys who have been hired by you and saved you by pulling in favors from the town and excavators so you



Text Message





Southern Maine Construction <southernmaineconstruction@gmail.com>

Pending motion

3 messages

James Monteleone <jmonteleone@bernsteinshur.com>
To: Anthony Rinaldi <southernmaineconstruction@gmail.com>

Fri, Feb 16, 2024 at 2:59 PM

Mr. Rinaldi,

I am preparing to file a motion to enlarge time to respond to your motion to dismiss and motion for sanctions until after my request for leave to seek a Spickler Order is heard. What is your position on my requested enlargement?

James Monteleone
Attorney

207 228-7198 direct

207 774-1200 main

207 774-1127 fax

[LinkedIn](#) | [Twitter](#)

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Southern Maine Construction <southernmaineconstruction@gmail.com>

Fri, Feb 16, 2024 at 3:09 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>

Obviously, I'm opposed to an extension considering you've asked for atleast 5 or 6 already and I haven't heard of a good excuse why you need it. This litigation has been ongoing for almost 3 years so you should be able to easily oppose my Motion to Dismiss.

Your damages are hypothetical, can you explain how they aren't?

You have a duty of Candor and yet you're still attempting to commit fraud when faced with overwhelming evidence that your case is frivolous.

Anthony Rinaldi
Southern Maine Construction
207-347-1692

On Feb 16, 2024, at 2:59 PM, James Monteleone <jmonteleone@bernsteinshur.com> wrote:

[Quoted text hidden]

Southern Maine Construction <southernmaineconstruction@gmail.com>

Fri, Feb 16, 2024 at 3:31 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>

<https://mail.google.com/mail/u/1/?ik=f493a5326f&view=pt&search=all&permthid=thread-f:1791086883475078753&simpl=msg-f:179108688347507875...> 1/2

I don't just oppose a Motion to Enlarge I vehemently oppose your continuous and ongoing attempt to defraud me and to slander my name and violate my constitutional rights.

It's mind blowing that you, Paul and Joan can't accept the loss and are willing to do anything to win even violating your duty of Candor to the fullest extent possible.

Anthony Rinaldi
Southern Maine Construction
207-347-1692



Southern Maine Construction <southernmaineconstruction@gmail.com>

Question? PLEASE READ

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com>Fri, Feb 16, 2024 at 10:00
PM

To: Paul McDonald <pmcdonald@bernsteinshur.com>, James Monteleone <jmonteleone@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>

Dear Paul,

Can you please explain how the Plaintiffs Damages aren't Hypothetical??

You guys are suppose to be the best Attorney in the state and clearly understand the law so why aren't you dropping this frivolous lawsuit? Nonetheless, your damages are hypothetical and not real so can someone please explain to me why James is requesting his 7th Motion to Enlarge?

I've been deprived my property for almost 3 years and I shouldn't have to wait another day. You have a duty of Candor and need to work with me on a good faith basis which has never happened. **Im honestly in disbelief that BernsteinShur supports this kind of conduct.**

Also, I finally got ahold of Kapothanasis v Kapothanasis and it didn't disappoint. You're accusing the other lawyer of threatening you when he wasn't just like with me and it's clear that you guys have no problem violating the code of conduct. Now that I'm able to access the BCD files I can review all your cases and I'm sure I'll find more evidence of unethical behavior.

Anthony Rinaldi
Southern Maine Construction
207-347-1692



Southern Maine Construction <southernmaineconstruction@gmail.com>

Motion to Enlarge?

3 messages

Southern Maine Construction <southernmaineconstruction@gmail.com>

Mon, Feb 19, 2024 at 11:14 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>

I still haven't heard back from any of you and I'd like to know if you'll be filing your 7th motion to Enlarge today. If you are I have a letter to the court requesting an emergency Non-Testimonial Hearing so I would appreciate a response. Also, the burden of proof is on you with a 12(b)1 Motion so I'm not sure why you think it's ok not to provide that proof.

If you can't provide the required showing then the court doesn't have jurisdiction to address your Spickler or Gag orders.

Anthony Rinaldi
Southern Maine Construction
207-347-1692

James Monteleone <jmonteleone@bernsteinshur.com>

Mon, Feb 19, 2024 at 5:55 PM

To: Southern Maine Construction <southernmaineconstruction@gmail.com>
Cc: Paul McDonald <pmcdonald@bernsteinshur.com>

Mr. Rinaldi,
The Court is closed today due to the President's Day holiday. Our motion to enlarge will be filed tomorrow.
Regards,

**James Monteleone
Attorney**

207 228-7198 direct

207 774-1200 main

207 774-1127 fax

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-----Original Message-----

From: Southern Maine Construction <southernmaineconstruction@gmail.com>

Sent: Monday, February 19, 2024 11:14 AM

To: James Monteleone <jmonteleone@bernsteinshur.com>; Paul McDonald <pmcdonald@bernsteinshur.com>; Joan Fortin <jfortin@bernsteinshur.com>; David Farmer <dfarmer@bernsteinshur.com>; Robin Learned <rlearned@bernsteinshur.com>

Subject: Motion to Enlarge?

--External Email--

[Quoted text hidden]

Southern Maine Construction <southernmaineconstruction@gmail.com>

Mon, Feb 19, 2024 at 6:27 PM

To: James Monteleone <jmonteleone@bernsteinshur.com>

<https://mail.google.com/mail/u/1/?ik=f493a5326f&view=pt&search=all&permthid=thread-f:1791344537947927009&siml=msg-f:179134453794792700...> 1/2

Cc: Paul McDonald <pmcdonald@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>

Wow, so BernsteinShur refuses to address the mountain of evidence proving fraud and address the evidence I've brought to your attention. You're telling the court my Motion to Dismiss is frivolous so why would you need a 7th Motion to Enlarge? What about those threatened memories? Wouldn't you want to oppose it considering the burden is on you and use it against me.

I'm honestly in disbelief that BernsteinShur would aid and abet such egregious conduct.

I'll ask this again, how are your damages not hypothetical??? How do you have standing??

Anthony Rinaldi
Southern Maine Construction
207-347-1692



Southern Maine Construction <southernmaineconstruction@gmail.com>

PLEASE RESPOND?????

6 messages

Southern Maine Construction <southernmaineconstruction@gmail.com>

Mon, Feb 19, 2024 at 1:24 PM

To: Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>

Dear Joan and Paul,

I've written multiple times and your firm continues to ignore me. Your 2/1/24 letter to the court claimed that I continue to file frivolous motions so why in the world wouldn't you respond to one of my alleged frivolous motions.

If my Motion to Dismiss 12(b)1 is frivolous like you say then wouldn't you want to respond to it and wouldn't it support your request for a Spickler Order??

The burden is on you to prove Jurisdiction not me so the court doesn't have the authority to rule on your Motions if you're unable to prove jurisdiction. Your firm clearly knows this and knows that your claims are frivolous so can someone please tell me if you're filing a 7th Motion to Enlarge so I have time to file an Emergency Request today.

I've been professional and patient and have stopped protesting and everything but if you file a 7th Motion to Enlarge when you know how many legislators and the like are watching then it's sending a clear message that BernsteinShur management is Corrupt. As CEO and General Counsel you should be appalled at James behavior and should be righting this wrong not aiding James. The record is clear and the evidence is overwhelming so can someone please explain themselves?????

Anthony Rinaldi
Southern Maine Construction
207-347-1692

Paul McDonald <pmcdonald@bernsteinshur.com>

Tue, Feb 20, 2024 at 9:18 AM

To: Southern Maine Construction <southernmaineconstruction@gmail.com>

Cc: Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>, James Monteleone <jmonteleone@bernsteinshur.com>

Mr. Rinaldi,

These issues relate to the pending litigation and will be properly resolved by the Court. Our clients' positions have been and will continue to be stated in our written filings in and proceedings before the Court. Accordingly, we will not engage in extra-judicial debate with you about the relative merits of the parties' positions. As I have stated to you on multiple occasions, we fully support Mr. Monteleone's conduct in the litigation and reject your unending (and false) claims that he has acted unprofessionally or unethically. Once again, I request that you cease your continuing barrage of threatening and harassing emails to my colleagues and me.

Paul McDonald

Paul McDonald
Shareholder
Litigation Practice Group Leader & General Counsel

207 228-7260 direct

207 774-1200 main

207 807-8682 mobile

207 774-1127 fax

[My Bio](#) | [LinkedIn](#) | [Twitter](#)

BERNSTEINSHUR

100 Middle Street PO Box 9729 [Portland, ME](#) 04104-5029 | [Manchester, NH](#) | [Augusta, ME](#) | [bernsteinshur.com](#)

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

-----Original Message-----

From: Southern Maine Construction <southernmaineconstruction@gmail.com>

Sent: Monday, February 19, 2024 1:24 PM

To: Paul McDonald <pmcdonald@bernsteinshur.com>; Joan Fortin <jfortin@bernsteinshur.com>; David Farmer <dfarmer@bernsteinshur.com>; Robin Learned <rlearned@bernsteinshur.com>

Subject: PLEASE RESPOND?????

--External Email--

[Quoted text hidden]

Southern Maine Construction <southernmaineconstruction@gmail.com>

To: mainelyboudoir@gmail.com

Tue, Feb 20, 2024 at 2:37 PM

Anthony Rinaldi
Southern Maine Construction
207-347-1692

Begin forwarded message:

From: Paul McDonald <pmcdonald@bernsteinshur.com>

Date: February 20, 2024 at 9:19:02 AM EST

To: Southern Maine Construction <southernmaineconstruction@gmail.com>

Cc: Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>, James Monteleone <jmonteleone@bernsteinshur.com>

Subject: RE: PLEASE RESPOND?????

[Quoted text hidden]

Southern Maine Construction <southernmaineconstruction@gmail.com>

To: Paul McDonald <pmcdonald@bernsteinshur.com>

Cc: Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>, James Monteleone <jmonteleone@bernsteinshur.com>

Wed, Feb 21, 2024 at 2:58 PM

I've reviewed your record and you represent the biggest law firm in the state so acting like you don't have a duty of candor is unacceptable considering you are well aware that your violating the Maine Rules of Professional Conduct. I've attached a pdf below explaining your duty to an opposing counsel.

Nonetheless, James admitted that he didn't do any research prior to filing the original complaint and only reviewed an incomplete series of text messages (See Opposition to Vacate) The text that were missing from the only messages he reviewed are,

"Out of respect for you I will talk on Monday **but you guys treated me like I was stupid and tried to squeeze me for every penny. Unless that HUD has the escrow adjusted I'm not closing today.** I'm taking back the power and then will decide what I want to do."

"I can legally walk and that's what I'm doing" "I promise I will call you Monday so we can try and figure this out" (Exhibit A at 23)

So to recap, James only reviewed a serious of text that don't help his argument and then after filing he is made aware that several texts were missing and those texts imply the Plaintiffs breached so why wouldn't he immediately drop this lawsuit?

Since that time he has received a mountain of evidence proving his clients breached not the Defendant and he hasn't received any evidence to support his original theory **so what am I missing here.**

Upload document #4: [Motion for Contempt Rule 66.pdf](#)

Name of complainant Anthony Rinaldj

Date complaint submitted: 02-28-2024

Now create your own Jotform - It's free!

[Create a Jotform](#)

Southern Maine Construction <southernmaineconstruction@gmail.com> Wed, Feb 28, 2024 at 7:46 PM
To: Paul McDonald <pmcdonald@bernsteinshur.com>, James Monteleone <jmonteleone@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, Robin Learned <rlearned@bernsteinshur.com>

I filed this complaint against Paul McDonald today and I'm sending in additional evidence to support the complaint.

Also, I'm now able to access the BCD files and the first one I pulled for James was Leighton v Title Pro and couldn't believe my eyes. James argument is identical to my argument on multiple fronts. They opposed a 56(f) Motion and filed a Motion to Dismiss stating that the Plaintiffs failed to prove causation but when I file a Motion to Dismiss and point out that the Plaintiffs failed to prove causation it's frivolous? Also, during summary judgement James points out that the Plaintiffs failed to cite evidence and failed to prove Prima Facie but it's ok for you guys to do it in this case. He also had the same boilerplate objections and unethical tactics as he did in my case. I can't wait to see how many patterns I can find after pulling case files on the group of Attorneys that work cases together at BernsteinShur.

Its already crystal clear that James is fully aware that he is acting unethical but finding cases where he's arguing the exact opposite makes it a slam dunk.

Anthony Rinaldi
Southern Maine Construction
[207-347-1692](tel:207-347-1692)

Begin forwarded message:

From: Jotform <noreply@jotform.com>
Date: February 28, 2024 at 5:06:30 PM EST
To: southernmaineconstruction@gmail.com
Subject: **We have received your Grievance Complaint Form**
Reply-To: intake@mebaroverseers.org

[Quoted text hidden]



WOW PLEASE READ!!

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com> Fri, Sep 20, 2024 at 2:14 PM
To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, gisrael@bernsteinshur.com, kknox@bernsteinshur.com, Governor <governor@maine.gov>

Wow, I am speechless at just how insane the trial truly was. Your star witness, Andy, Lord, the only one who has any knowledge of the events, literally lied about every single thing he said. He even lied about dumb stuff thats easily proven. Nonetheless, I've already made a compilation which is insane to listen to.

Anyways, the appraisal report that was discussed in depth list \$10,000 that needs to be escrowed for the buyers not \$24,000. So the appraisal didn't even need to be adjusted or changed!!!!

Also, in the September appraisal, the appraiser noted that the house is being sold at a significant discount and stated that I was doing it to showcase my business, which doesn't even make sense.

APPRAISAL REPORT: YES NO If NO, describe any impact on the opinion of market value. The subject property has been completed in accordance with the plans and specifications provided and a CO has been issued on 02/19/2021. The Appraiser that landscaping, driveway paving and some exterior painting and trim can not be completed due to winter conditions, estimate cost is: Driveway \$4000, Landscaping, \$4000 and completion of exterior painting/trim \$2000. Total \$10,000.

APPRAISER'S CERTIFICATION: I certify that I have performed a visual inspection of the subject property to determine if the conditions or requirements stated in the original appraisal have been satisfied.

-The Appraiser notes that the subject's contract price and is not bracketed by the Comparable sales and the final estimate of value is significantly higher than the contract price. The owner/builder recently started his own construction company and this is his first new construction package. He significantly discounted the price as he wants to get exposure as a high end, custom builder in the Lake Region market. The final estimate of value is well supported by the Comparable sales.

PLEASE READ!!!!!!!

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com> Tue, Sep 24, 2024 at 10:20 AM
To: Governor <governor@maine.gov>, James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, kknnox@bernsteinshur.com, gisrael@bernsteinshur.com, David Farmer <dfarmer@bernsteinshur.com>, "Rielly, Morgan" <Morgan.Rielly@legislature.maine.gov>, timothy.nangle@legislature.maine.gov, Craig.Hickman@legislature.maine.gov, Jessica.Fay@legislature.maine.gov

Dear Governor Mills,

It's been 2 months since this circus of a trial took place and I'm concerned that the court may deny me justice even though it's blatant obvious that the Plaintiffs committed the WORST ABUSE OF THE LEGAL SYSTEM IN MAINE HISTORY! Nonetheless, we went to trial which concluded on 7/26/24 and a verdict should have been immediately issued given how lopsided the trial was and due to the lack of evidence presented by the Plaintiffs. The lawsuit was fraudulent from Day 1 and it was twice canceled after day 1 and rescheduled almost two months later with no explanation. I was asked if the end of July works through email and immediately responded saying I can't go to trial then because I have to work. Instead of writing me back the clerk decided to schedule the trial on days I couldn't attend and didn't email me back so I didn't find out about it until a few days prior. Because of the short notice I couldn't subpoena my witnesses and didn't have time to prepare. I also requested a Jury trial when I was supposed to and was denied that and I also asked for enough time to present all my evidence and wasn't given the time I requested. During trial, all of the Plaintiff's evidence was admitted and almost all of mine wasn't even though I laid the proper foundation.

Even with all of those disadvantages the trial was an absolute joke. I had a massive amount of evidence proving exactly what happened and the Plaintiffs had none. The Plaintiff was asked if there is any evidence that indicate the Defendant caused the breach and he didn't know of any after 3.5 years,

Attorney Monteleone had a promising career so it's concerning that he was willing to commit such a blatant fraud with no disregard for the truth or his duty of candor. Worst still is the fact that all of BernsteinShur's Management are aware of the fraud and support Attorney Monteleone in his attempt to use the legal system as a means to steal.

The following facts from trial show that the Plaintiffs failed miserably to present a plausible case. Plaintiffs Drew Pierce has no personal knowledge of the breach or any negotiations on March 4th or 5th and the Plaintiffs only witness Andy Lord lied about almost everything he said at trial and he has a history of lying throughout this litigation.

1. The Appraiser stated in September that the home value was SIGNIFICANTLY HIGHER than the contracted price because the Seller wanted to showcase his ability to build high end homes NOT because of an increase in home values. (See Plaintiffs Exhibit 5 - Discovery 235)
2. The Appraisal was only requiring \$10,000 in escrow not \$24,000 (See Plaintiffs Exhibit 10 - Discovery

222)

3. If the appraisal required only \$10,000 in escrow and the Plaintiffs claim that the escrows were entirely determined by the appraiser then why was the escrow amount \$24,000??
4. Andy Lord stated it would take 30 days to adjust the appraisal even though the appraisal didn't need to be adjusted and it's common knowledge that appraisals only take 1-2 days to adjust and possibly quicker in this case because of the equity.
5. Andy Lord stated that the contract expired so there was nothing he could do but admitted under cross that we could have signed another 3 day extension like we just did previously.
6. Andy said it wasn't up to him whether or not he could extend the contract even though it was absolutely up to him . All the previous addendums and extensions were drafted by him and he directed me to sign each one.
7. Andy Lord admitted that the Plaintiffs were done on March 5th instead of waiting till Monday to give them additional time to honor their offer.
8. Andy Lord stated that when a seller disagrees with escrow items that he tells them they have to escrow and can't close if not, if they refuse they have to mediate so why didn't that happen here?
9. Andy Lord claimed he couldn't interpret the contract because a lawyer would be needed but also said he would tell sellers they are wrong about the escrow which means he interpreted the contract. Under cross he admitted to interpreting the language of the contract when he directed me to get estimates for paving, painting and landscaping.
10. Andy Lord claimed he was with me and Drew the day of closing but the text prove he wasn't with me on the 4th or the 5th.
11. Andy Lord admitted to not telling Drew why I wasn't closing and said that he could have told Drew if I answered the phone but couldn't because we were texting.
12. Lied about Moving truck
13. Lied about upgrades
14. Lied about experience - didn't sell hundreds of homes before cape rd nor did he have any new construction builds under his belt
15. Andy claimed nothing was getting done in Sept and Oct but under cross he conceded that a ton of work was getting done.
16. Andy stated that he told me I wouldn't be finished for months so why would Drew be told we were only a few weeks out when Andy knew otherwise.
17. Drew admitted that he may have said he doesn't care if it takes till spring as long as it's built right
18. Janice Lariviere wasn't a Co-Signer she was a Co-Borrower claiming this was her primary residence when it wasn't
19. Drew testified that he left his job but how can you close on a loan if you not employed
20. Andy claimed he signed the wrong contract intentionally even though he would normally make sure it had the right spec sheet or add an addendum.
21. The Email claiming to contain the financing letter has no attachment to it.
22. The financing letter doesn't meet the requirements of the financing clause therefore the Defendant had every right to terminate the contract based on the financing letter which he did on March 12th.
23. Andy lied about no being able to pin me down to sign the updated spec sheet when he was with me a lot.
24. Andy admitted to directing Lincoln Capital to issue checks to another landing agent.
25. Andy lied about observing the front porch being framed and the 4th bedroom. This was stated over and over during trial by the Plaintiffs but under cross when shown proof that it wasn't possible to observe the 4th bedroom and porch he replied by saying the August 5th letter implied they would be built thereby conceding that those improvements couldn't be observed at that time.
26. Drew and the Defendant both testified that the agreement was that the Defendant could finish the house any way he wanted but Andy claims the agreement was 4 Beds and exactly like the updated spec sheet which is clearly another lie by Andy.
27. Drew admitted to requesting pipes be moved but didn't think it cost anything.



27. Drew admitted to requesting pipes be moved but didn't think it cost anything.

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6f&view=pt&sea...155988813960858091&siml=msg-a:r7536043500566734025

4/21/25, 8:20 PM
Page 2 of 4

28. Andy was aware of the 11 am meeting where Lincoln and the Realtors attempted to salvage the deal.
29. Andy refused to meet Monday and attempt to close.
30. Andy Lied about trim not being painted, etc but all the trim was PVC that didn't need to be painted
31. Andy stated all the escrows were right but that's a lie because the paint shouldn't have been included and the appraiser only required \$10,000 for escrow.
32. LP smart side doesn't even need to be painted so the paint should have never been included.
33. The appraiser wouldn't have required the painting be escrowed because it's LP smartside but Andy directed the bank to include it, not the appraiser.
34. Andy said I was trying to get to a certain dollar amount but that wasn't true they offered a certain amount. The Defendant wanted and deserved far more. Nonetheless, the Plaintiff offered a certain dollar amount and then failed to follow through on their offer.
35. When asked about what Drew knew about the escrows Andy said that was discussed with Drew when the Defendant got the estimates which implied he didn't tell Drew the day of closing.
36. Andy testified that extensions aren't common in new construction builds which is patently false.
37. Andy lied about what caused delays
38. Andy lied about why extensions were signed
39. Andy lied about the build being out of order
40. Drew admits to talking to Matt on the 4th when he refused to adjust the escrow and breached the contract.
41. Drew never looked at another house, never hired a realtor or tried to buy another house, therefore he was never damaged.
42. Updated spec sheet wasn't even part of plaintiffs original complaint
43. Updated Spec sheet was never signed by the Defendant
44. Andy Lord lied about the updated spec sheet when he said he simply had the Plaintiff's initial it when he received it. Andy created addendum 1 which included the new spec sheet and then had the Plaintiffs sign and initial this new contract but didn't end up sending it to the Defendant until February to sign.
45. Plaintiffs admitted that he isn't aware of any evidence proving the Defendant breached.
46. The Plaintiffs adamantly denied ever agreeing to take the house as-is but at trial they admitted that they were willing to take the house As-is
47. Andy and Drew both withheld their text from the Defendant even though they were directed to turn them over by Justice O'Neil.
48. Drew testified that he shut down his shop prior to Nov so he didn't work for at least 4-5 months. He also testified that he was working which contradicts his prior statement.
49. Original complaint states the plaintiffs agree to close and work with me after closing to correct the code violations. This was a proven lie
50. Original complaint doesn't even mention the word paving a single time. We now know why the complaint was all lies because Andy testified to misleading Drew.
51. Text between Andy and Craig and Andy and Matt prove Andy changed his story and agreed with the Defendant the day of closing.
52. The Defendant stated he has the legal right to walk 4 times and nobody refuted him. The Realtors argue about the wording of the possession prior to closing and other things so they would have told the Defendant if they disagreed.
53. The Plaintiffs have told (5) distinctly different stories throughout this litigation
54. Andy testified that it was normal for builders to pay a \$7,000 rate lock and a \$500 day penalty even though contractors were renegotiating at this time for more money due to Covid restrictions.

3 attachments

Is there any evidence that Indicates that I Breached.m4a

<https://mail.google.com/mail/u/0/?ik=1493a5326f&view=pt&sea...155988813960858091&siml=msg-a:r7536043500566734025>

4/21/25, 8:20 PM
Page 3 of 4

446K

when did Andy tell you why the closing fell through.m4a
732K

Addressing the Court Regarding how unfair.m4a
7971K





BERNSTEINSHUR BULLIES

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com> Sat, Oct 5, 2024 at 11:19 AM
To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, gisrael@bernsteinshur.com, kknnox@bernsteinshur.com, Governor <governor@maine.gov>, "Rielly, Morgan" <Morgan.Rielly@legislature.maine.gov>, timothy.nangle@legislature.maine.gov, Craig.Hickman@legislature.maine.gov, Jessica.Fay@legislature.maine.gov, news.tips@abc.com, guardian.letters@theguardian.com, newscenter@wvsh6.com, tips@wgme.com

I'm submitting my proposed finding of fact and conclusions of law on Monday because this is ridiculous!! I've copied my rough draft below.

Also, I still can't wrap my head around the fact that Andy Lord testified that houses were getting offers \$50,000 - \$100,000 over asking price in the fall of 2020 so why did this house go under contract for \$100,000 less than it's market value and given the equity why was the Defendant required to pay an additional \$31,000 to the buyers at closing? When people buy new houses they rarely walk into equity but Drew was being gifted \$100,000 in equity. **But that wasn't enough, on top of the \$100,000 he also wanted an additional \$31,000 for escrow and rate lock!! That's nuts as it is but worst still, both Realtors embezzled \$90,000 in addition to the \$131,000 I was gifting the Plaintiffs but they all bent over backwards for me, right? So that's your story and your sticking to it.. lol**

Regardless of how illogical that is, the fact remains that the Appraisal didn't even need to be changed because even if the paving was removed the escrowed funds would have still been more than what the appraiser required. The appraisal only required \$10k so why were they escrowing \$24k?

AFFRIMATIVE DEFENSES:

- Judicial Estoppel** - you've told 5 stories
- Undue Influence & Duress** - Bullied and threatened
- Waiver** - plaintiffs refused to try and close
- Offset** - unpaid upgrades offset everything
- Anticipatory Repudiation** - plaintiffs refused to remove painting and paving
- Unclean Hands** - Perjury, Fraud on the Court
- Failure of Consideration** - the consideration cease to be sufficient
- Failure to Mitigate** - Plaintiffs lead me to believe I was legally terminating
- Unjust Enrichment** - Plaintiffs requested upgrades but refused to pay for them

Material misrepresentation - Andy Lords actions lead me to believe I was legally terminating and I relied on that to my detriment.

FINDINGS OF FACT

-

1. On or about August 17, 2020, Rinaldi entered into a Purchase and Sale Agreement to sell the Property and Residence to Plaintiffs for the purchase price of \$385,000 (the "P&S Agreement").
2. The offer made by the Buyers and accepted by the Seller was for a 3 Bedroom 2.5 Bath 1,900 sq ft home.
3. Neither Southern Maine Construction nor Southern Maine Construction LLC is a party to the P&S Agreement.
4. During construction, Plaintiffs requested numerous changes to the specifications, including an additional bonus room/bedroom, a farmer's porch, a finished garage, rearranged utilities in the basement, and hardwood floors on the second floor
5. The Seller agreed to perform the requested upgrades with the understanding that he would be compensated for the additional work.
6. The Residence ultimately constructed consisted of 4 beds, 2.5 baths, and is 2,200 sq ft
7. The Front Porch wasn't framed until September 2020 so it wasn't possible for Realtor Lord and the Plaintiffs to have witnessed it being framed in August 2020
8. The 4th Bedroom wasn't added until January of 2021 so it wasn't possible for Realtor Lord and the Plaintiffs to have witnessed it being constructed in August 2020.
9. The 2/21/21 appraisal directed the parties to escrow \$10,000 for uncompleted work not \$24,000.
10. The Exterior Paint wasn't outlined in the spec sheet and LP composite siding comes pre painted so the appraiser must have been directed to include escrow funds for painting because the contract didn't call for it.
11. The Plaintiffs realtor Andy Lord directed the Defendant to get estimates for the escrowed items in December which was over two months prior to the final appraisal. The Appraiser was clearly requiring escrowed item at Plaintiffs request or it wouldn't have been part of the escrow withholdings .
12. The September Appraisal noted that the houses value was significantly higher than the contract price and claimed the Defendant was selling the house at a significant discount to showcase his skills as a new high end builder.
13. The Defendants Realtor Matt Dibiase owns Landing Real Estate and the Plaintiffs Realtor Andy Lord worked for Landing Real Estate and a third agent of Landing Real Estate Derek Ray was also involved with the Cape Rd Build
14. In February 2021 it was brought to the Defendants attention that the Plaintiffs Realtor Andy Lord directed

the Defendants Bank Lincoln Capital to issue one or more checks to another Agent of Landing Real Estate Derek Ray without his consent or knowledge.

15. In February 2021 it was brought to the Defendants attention that his own Realtor Matt Dibiase directed his bank to issue one or more checks without the Defendants consent or knowledge.

16. The Defendant was upset to find out (3) agents of Landing Real Estate took roughly \$90,000 of the Defendants equity for very little in return, essentially their bills matched almost exactly what the Defendant had left in equity.

17. The Defendants realtor and the Plaintiffs Realtor were both attempting to free up funds for the Defendant in response to the unauthorized payments.

18. The Defendants Realtor agreed to reduce his commission by \$2,500 and pay a \$3,000 plumbing bill for work that was authorized by Plaintiff Drew Pierce.

19. The Plaintiffs Realtor agreed to reduce his commission by \$2,500 and reduce the rate lock by \$2,700

20. At no time did either Realtor claim that their concessions were being made for the Plaintiff's benefit.

21. The concessions made by both realtors was offered prior to the Defendant demanding concessions for the paving and painting on March 4th 2021

22. On 2/25/21 Realtor Matt Dibiase texted the Defendant stating, "Closing is getting pushed till Tuesday lenders decision, so you can work over the weekend and make back the escrows that would need to be held back"

23. Plaintiff Drew Pierce testified that both Realtors were doing everything they could to get him that house

24. Plaintiff Drew Pierce Testified that he was aware that both Realtors were giving the Defendant a hard time despite the fact that the house had a lot of equity in it. According to the Plaintiffs the house had \$100,000 in equity on the day of closing but Drew doesn't know why the Defendant was getting bullied by both Realtors?

25. Plaintiff Drew Pierce testified that he never offered to pay the defendant \$4000 and it was his understanding that the realtors offered to pay that

26. Plaintiff Drew Pierce testified that he was taking the house as is

27. Plaintiff Drew Pierce testified that he never hired another realtor, nor did he look at any houses. His search for a new home consisted of looking on Zillow.

28. Plaintiff Drew Pierce testified that the realtors discussed Lincoln capital, taking the house from the defendant.

29. Plaintiff Drew Pierce testified that he never actually took possession of the house.

30. Drew Pierce testified that he went to Cape Road on March 5 on his own volition to get his belongings and did not intend on staying there

31. Plaintiff Drew Pierce testified to talking to Matt Dibiase on March 4th 2021 after the Defendant demanded

the paving and painting be removed from escrow.

32. Realtor Andy Lord testified that after negotiations failed on March 5th there was nothing he could do because the contract expired.

33. Realtor Andy Lord testified that he could have signed another 3 day extension like the parties previously did but claimed it wasn't up to him. He later testified that on March 5th after negotiations failed, he was done.

34. Realtor Andy Lord testified that it's not normal for a Realtor to give up his entire commission

35. Realtor Andy Lord testified that he would normally require an addendum or request the contract be changed to reflect what the agreed upon terms were.

36. Realtor Andy Lord testified that the Plaintiffs intentionally signed a contract that didn't reflect the agreed upon terms

37. Realtor Andy Lord testified that he couldn't pin down the Defendant to get him to sign the updated spec sheet despite being with him multiple times per week.

38. Realtor Andy Lord testified that he can't tell the Defendant what to do as he's not his Realtor

39. Realtor Andy Lord testified that he directed the Defendant to sign extensions, sign the updated spec sheet and he also directed the Defendant to get estimates for escrow withholding.

40. Realtor Andy Lord testified that he couldn't interpret the contract because he's not an Attorney

41. Realtor Andy Lord testified that he directed the Defendant to get estimates for escrow withholding which implies he reviewed the contract, interpreted it and then decided which items were required to be escrowed.

42. Realtor Andy Lord testified that its standard to provide the parties the ALTA a day or two before closing in case the escrows aren't correct.

43. Realtor Andy Lord testified that it would take a month to change the escrows and get an updated appraisal.

44. Realtor Andy Lord testified that in fact the Defendant didn't demand \$4,000 at closing but he offered him \$4,000 at closing.

45. Realtor Andy Lord testified that he observed the porch being framed and the 4th bedroom when the Plaintiff's offer was made

46. Realtor Andy Lord testified that the August 5th email implied the farmers porch and 4th bedroom were part of the contract after the Defendant pointed out that it wasn't possible to observe the farmers porch and 4th Bedroom when the offer was made

47. Realtor Andy Lord testified that he in fact texted Craig Matheson and attempted to have the escrow removed on March 5th

48. Realtor Andy Lord testified

49. Realtor Andy Lord testified

50. Realtor Andy Lord testified

Perjury Charges Against Andy Lord

2 messages

Southern Maine Construction <southernmaineconstruction@gmail.com> Sat, Oct 5, 2024 at 9:44 PM
To: DA_Reception_Group@cumberlandcounty.org, districtattorney@cumberlandcounty.org, James Monteleone <jmonteleone@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, Governor <governor@maine.gov>, gisrael@bernsteinshur.com, Paul McDonald <pmcdonald@bernsteinshur.com>, kknox@bernsteinshur.com, "Rielly, Morgan" <Morgan.Rielly@legislature.maine.gov>, timothy.nangle@legislature.maine.gov, Jessica.Fay@legislature.maine.gov, Craig.Hickman@legislature.maine.gov, David Farmer <dfarmer@bernsteinshur.com>

Dear District Attorney,

CV-2021-138 is the WORST ABUSE OF THE LEGAL SYSTEM IN MAINE HISTORY and given how taxed the system is right now I think it's imperative that Perjury Charges be brought against Andy Lord and possibly additional charges if you deem fit. Attached are two affidavits from Andy Lord and my finding of fact from trial regarding his testimony. I will forward additional information along as I gather it and explain just how egregious it is. The threat of penalty of perjury should be taken serious and witnesses should be scared to commit fraud on the court. Unfortunately attorneys like James Monteleone don't have a moral compass and have no problem lying in order to win. Nonetheless, this case will go down in history and it's wrong that I've been put through this when I did nothing wrong. I look forward to hearing back from you.

Sincerely,
Anthony Rinaldi

3 attachments



2nd AFFIDAVIT ANDY LORD .pdf
2198K



Aff Of Andy Lord - Apr 28 2021 - 1-58 PM.pdf
4671K



Andy Lord Perjury.pdf
119K

District Attorney's Office <districtattorney+noreply@cumberlandcounty.org> Sat, Oct 5, 2024 at 9:44 PM
To: southernmaineconstruction@gmail.com

Thank you for your email. We have received your message and will take the appropriate steps to follow up.

Your questions, concerns, and suggestions are important. Depending on the nature of the issue, I may ask one of my colleagues to contact you directly to ensure that you receive an informed response. If this is a time-sensitive issue, please call our office directly at [\(207\)871-8384](tel:2078718384).

Sincerely,

PLEASE READ DREW PIERCE PERJURY PURCHASED A HOME

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com> Sun, Oct 6, 2024 at 7:54 AM
To: James Monteleone <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>,
Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>,
gisrael@bernsteinshur.com, kknox@bernsteinshur.com, Governor <governor@maine.gov>

Drew testified that his life has been in shambles and acted like he was homeless and that he was never able to purchase a house and that he hasn't recovered from this sale falling through.

I have to say what a performance because he purchased a home last year from his Mom for \$200,000 less than it was worth and is now selling it for \$750,000 for a profit of \$350,000 it's funny how he's crying poverty and acting like he was practically homeless while living in a 3/4 million dollar home on the water and his girlfriend is driving a \$100k car!

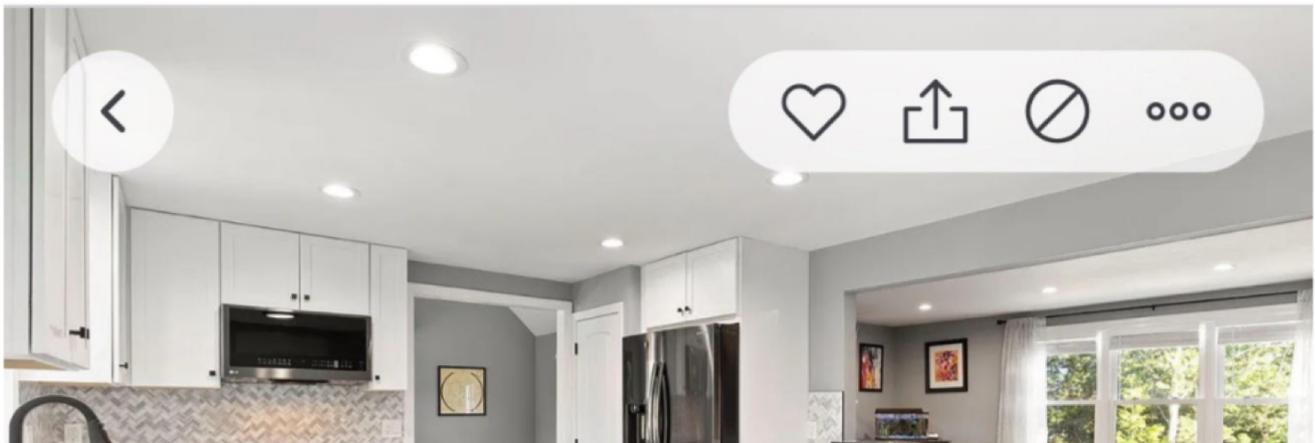
7:45



8.2 MI



Sign In





● For sale

Price cut: \$49K (9/16)

\$750,000

🛏️ 4 beds 🚿 2 baths 🏠 1,736 sqft

10 Vista Circle, Centerville, MA 02632

Est.: \$4,209/mo ✎ [Get pre-qualified](#)

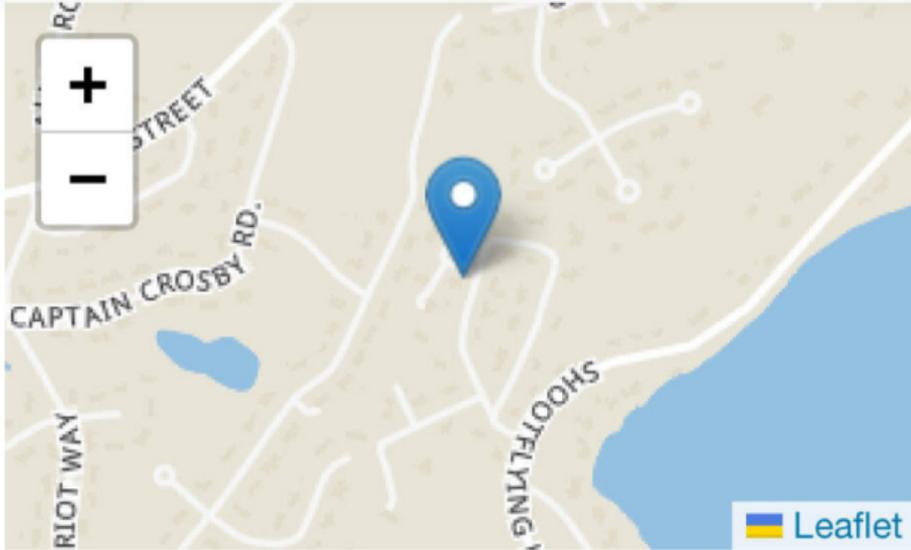
🏠 Single Family Residence

🔨 Built in 1992

[Request a tour](#)
as early as today at 11:00 am

[Contact](#)





10 Vista Cir Centerville, Massachusetts, 02632

3 beds | 2 baths | 1736 sq/ft

Current Owner

Drew R Pierce

Jun 6, 2023



Assessed Value

\$1,100,000

75 of 152



Southern Maine Construction <southernmaineconstruction@gmail.com>

11/12/24 Filings

1 message

Southern Maine Construction <southernmaineconstruction@gmail.com> Tue, Nov 12, 2024 at 4:12 PM
To: dsoley@bernsteinshur.com, James Monteleone <jmonteleone@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, jmoser@bernsteinshur.com, gisrael@bernsteinshur.com, mkramer@bernsteinshur.com, Paul McDonald <pmcdonald@bernsteinshur.com>, sostrow@bernsteinshur.com, Joan Fortin <jfortin@bernsteinshur.com>, hwhite@bernsteinshur.com, jboehme@bernsteinshur.com, kknox@bernsteinshur.com, mturcotte@bernsteinshur.com, pvanhemel@bernsteinshur.com, sanderson@bernsteinshur.com, jim.merrill@bernsteinshur.com

Here is what I filed today:

Renewed Motion for Judgement as a Matter of law 50(b)

Motion for New Trial 59(a)

Motion to Reconsider 12(b)1 and Rule 11

4 attachments

- Motion for New Trial.pdf**
127K
- motion reconsider.pdf**
168K
- Renewed Motion for Judgment as a Matter of Law.pdf**
374K
- Cover .pdf**
83K



Southern Maine Construction <southernmaineconstruction@gmail.com>

BernsteinShur Management supports Fraud??

3 messages

Southern Maine Construction <southernmaineconstruction@gmail.com> Mon, Nov 11, 2024 at 8:53 PM
To: dsoley@bernsteinshur.com, James Monteleone <jmonteleone@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, kknox@bernsteinshur.com, David Farmer <dfarmer@bernsteinshur.com>, gisrael@bernsteinshur.com, hwhite@bernsteinshur.com, jboehme@bernsteinshur.com, jim.merrill@bernsteinshur.com, jmoser@bernsteinshur.com, sanderson@bernsteinshur.com, pvanhemel@bernsteinshur.com, mkramer@bernsteinshur.com, sostrow@bernsteinshur.com, mturcotte@bernsteinshur.com

BOARD OF DIRECTORS, DAVID SOLEY, Joan Fortin, Paul McDonald, Glenn Israel, Corrupt James Monteleone, David Farmer and Katherine Knox. You are all some of the alleged best Attorneys in the state and your part of the biggest firm in the state **so you would never support a fraudulent and frivolous lawsuit right??**

The Findings of Fact issued by the Judge doesn't even match the evidence at trial and it's laughable to think a fraud on the court this blatant won't catch up to your firm. **I also brought to the courts attention weeks ago that DREW DID BUY A HOUSE AND WASN'T HOMELESS AND HE ACTUALLY BENEFITTED FROM NOT**

Dear Mr. Rinaldi:

<https://mail.google.com/mail/u/0/?ik=f493a5326f&view=pt&sea...815558997065134882&simpl=msg-a:r-5509244126343758465>

4/21/25, 8:29 PM
Page 6 of 8

We would be happy to meet with you to discuss this matter with the mutual understanding that neither Bernstein Shur nor our clients will entertain any resolution that includes making payment to you.

Please confirm that you agree to this precondition, and we can get a meeting scheduled.

Best,

James G. Monteleone

Shareholder

207 228-7198 direct

207 774-1200 main

207 774-1127 fax

[LinkedIn](#) | [Twitter](#)

BERNSTEINSHUR

[Portland, ME](#) | [Manchester, NH](#) | [Augusta, ME](#) | [bernsteinshur.com](#)

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

From: Southern Maine Construction <southernmaineconstruction@gmail.com>

Sent: Monday, November 11, 2024 8:54 PM

To: David Soley <dsoley@bernsteinshur.com>; James G. Monteleone

<jmonteleone@bernsteinshur.com>; Joan Fortin <jfortin@bernsteinshur.com>; Paul McDonald

<pmcdonald@bernsteinshur.com>; Kate Knox <kknox@bernsteinshur.com>; David Farmer

<dfarmer@bernsteinshur.com>; Glenn Israel <gisrael@bernsteinshur.com>;

hwhite@bernsteinshur.com; Julie Watson Boehme <jboehme@bernsteinshur.com>; Jim Merrill

<jim.merrill@bernsteinshur.com>; N. Joel Moser <jmoser@bernsteinshur.com>; Sam Anderson

<sanderson@bernsteinshur.com>; Peter J. Van Hemel <pvanhemel@bernsteinshur.com>;

Matthew Kramer <mkramer@bernsteinshur.com>; Susan V. Ostrow

<sostrow@bernsteinshur.com>; Mary Beth Turcotte <mturcotte@bernsteinshur.com>

Subject: BernsteinShur Management supports Fraud??

To: "James G. Monteleone" <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, Joan Fortin <jfortin@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, gisrael@bernsteinshur.com, kknnox@bernsteinshur.com, Governor <governor@maine.gov>, jim.merrill@bernsteinshur.com, jmoser@bernsteinshur.com, pvanhemel@bernsteinshur.com, dsoley@bernsteinshur.com, mkramer@bernsteinshur.com, sostrow@bernsteinshur.com, mturcotte@bernsteinshur.com, sanderson@bernsteinshur.com

You must be joking.. lol. The cats out of the bag bud!! You messed up royally and rest assure I will not stop until I expose you because your the worst of the worst. I'll make one final offer \$150,000 and we void the corrupt judgement and you agree to drop your fraud on the court.

Why didn't you submit a Finding of Fact, o I forgot, you would need facts to do that. And you have nothing to say about the fact that Drew purchased a home in June of 2023 and lied his ass off at court and benefited from not closing. He's set to make \$350,000 off the house he bought last year.

You would be wise to try and make things right with me but your ego is clearly too big and you've met your match. I don't care what sketchy things you try, in the end it won't matter and you will wish you never messed with me. But go ahead be my guest. This is so wrong it's not even funny!! I did absolutely nothing wrong and had to deal with your bs for 3.5 years which is disgusting because you knew from the start that you were wrong.

P.S. I pick my banner up tomorrow so you'll be happy to know I'll be protesting soon!!

[Quoted text hidden]

Pierce v. Rinaldi filing

2 messages

James G. Monteleone <jmonteleone@bernsteinshur.com>
To: Anthony Rinaldi <southernmaineconstruction@gmail.com>
Cc: Sydney Gagnon <sgagnon@bernsteinshur.com>

Mon, Nov 25, 2024 at 5:22 PM

Mr. Rinaldi:

The attached materials were filed in Court today.

Regards,

James G. Monteleone**Shareholder**

207 228-7198 direct

207 774-1200 main

207 774-1127 fax

[LinkedIn](#) | [Twitter](#)

BERNSTEINSHUR

[Portland, ME](#) | [Manchester, NH](#) | [Augusta, ME](#) | [bernsteinshur.com](#)

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 **2024-11-25 Pls Opp to R. 52 Motion.pdf**
817K

Southern Maine Construction <southernmaineconstruction@gmail.com> Tue, Nov 26, 2024 at 7:19 AM
To: "James G. Monteleone" <jmonteleone@bernsteinshur.com>, Paul McDonald <pmcdonald@bernsteinshur.com>, David Farmer <dfarmer@bernsteinshur.com>, dsoley@bernsteinshur.com, kknnox@bernsteinshur.com, Joan Fortin <jfortin@bernsteinshur.com>, gisrael@bernsteinshur.com, jim.merrill@bernsteinshur.com, jmoser@bernsteinshur.com, hwhite@bernsteinshur.com, pvanhemel@bernsteinshur.com, Governor <governor@maine.gov>, stephen_fitpatrick@collins.senate.gov
Cc: Sydney Gagnon <sgagnon@bernsteinshur.com>

<https://mail.google.com/mail/u/0/?ik=f493a5326f&view=pt&sea...816734857640560294&simpl=msg-a:r2306809837546558319>4/21/25, 8:30 PM
Page 1 of 2

ALMOST 4 YEARS, 60+ MOTIONS AND A FINDING OF FACT THAT SAYS THE DEFENDANT BREACHED AND YOU WANT TO ARGUE THAT A SINGLE SENTENCE IS ADEQUATE???

Lmao... you're so corrupt it's not even funny!! You can't even explain how I'm wrong in any way? This is such a joke it's hard to take this opposition serious. I honestly can't wait to file my **Federal 1983 Civil Rights Lawsuit against BernsteinShur and the court system.**

ALSO, WHY DIDN'T YOU ADDRESS THE FACT THAT YOUR CLIENT LIED HIS ASS OFF ON THE STAND BECAUSE HE DID BUY A HOUSE AND WASN'T DAMAGED!! DID YOU ACCIDENTALLY FORGET TO MENTION THAT YOUR CLIENT PERFORMANCE WAS COMPLETELY FABRICATED IN YOUR OPPOSITION OR DID YOU INTENTIONALLY MISLEAD THE COURT???????

I'VE READ THROUGH JUSTICE BILLINGS PRIOR RULINGS AND YOUR CASES AND CANT WAIT TO PUT IT ALL TOGETHER AND TELL THIS INCREDIBLE STORY ABOUT A CORRUPT ATTORNEY AND SYSTEM WHO MESSED WITH THE WRONG KID!

I'M HONESTLY NOT EVEN WORRIED IN THE LEAST BIT BECAUSE THIS IS SUCH A MASSIVE JOKE AND A MASSIVE WASTE OF JUDICIAL RESOURCES THAT ITS NOT POSSIBLE FOR THIS TO STAND!!

I could never steal from an honest business with no remorse!! You are the WORST OF THE WORST and I'm done trying to be nice. Buckle up bud because you have a lot of explaining to do!!

#MAINESMOSTCORRUPTATTORNEYJAMESMONTELEONE

[Quoted text hidden]

I'M SPEECHLESS

3 messages

Southern Maine Construction <southernmaineconstruction@gmail.com> Mon, Feb 3, 2025 at 1:04 PM
To: James Monteleone <jmonteleone@bernsteinshur.com>, Governor <governor@maine.gov>, Paul McDonald <pmcdonald@bernsteinshur.com>, kknnox@bernsteinshur.com, gisrael@bernsteinshur.com, David Farmer <dfarmer@bernsteinshur.com>, pvanhemel@bernsteinshur.com, jmoser@bernsteinshur.com, Sydney Gagnon <sgagnon@bernsteinshur.com>, stephen_fitpatrick@collins.senate.gov, jim.merrill@bernsteinshur.com, Craig.Hickman@legislature.maine.gov, jill.duson@legislature.maine.gov, "Schleck, Peter" <Peter.schleck@legislature.maine.gov>

James, back when I received your discovery file I noticed several pages that appeared to be nothing which I've attached pictures below. I'm not sure why but I decoded them and ai couldn't believe what they said!!

On 2/10/21 Andy and Drew had an email exchange. This was prior to the appraisal coming out and it's shocking that you concealed this from me and then had your star liar lie his butt off at trial when you were well aware what the truth was.

These hidden messages prove that both Andy and Drew knew the original scope of work was what we agreed on, plus it proves that changes were made and requested by your clients. Both Drew and Andy lied and lied under oath about never requesting changes and that the original scope was never what we agreed to.

Also, at trial Justice Billings grilled Andy asking if there was ever an addendum that included the updated spec sheet and he lied over and over again and played dumb when both Andy and YOU knew addendum 1 was the updated spec sheet that was sent to me. These emails are just before they sent it to me in February which was a change order that I never signed. Me and you discussed addendum 1 in depth during our 6/22/22 discovery meeting so you knew Andy committed perjury and you aided and abetted him. All of this is on top of the mountain of evidence proving you committed a massive fraud in the court. You're a disgrace to the legal profession.

"Oh yeah I forgot about that what do we do about that"

"Only big thing I see is that the flooring was listed as 3/4" and it's actually engineered laminate"

"Ok cool I think it looks pretty accurate would you agree?"

"Yeah those are blank on my copy too"

"Yes I have the doors taken care of"

"Page 8-11 are blank on my end"

"Everything appears to be correct other than the door situation"

"I believe you said you already escrowed all that"