

AMNESIA BY ANDY LORD AND DREW PIERCE

1. Attorney Monteleone 13:00

What was your understanding of of the spec sheet that was included? In other words, what, what role it played in, in the the broader in the building plans, given that Mr. Rinaldi had expressed his plans to build something different,

Drew Pierce 13:20

I don't really know how to answer that. I'm sorry,

2. Attorney Monteleone 16:02

So, for example, if I might refer you to the second page in Exhibit four, for example, there is there's provisions, such as, with reference to the garage door, where there's a note that buyer will have the choice of finish and style of choice, right? So when we talk about what Mr. Rinaldi had had discretion to do, did you ultimately make the choice of what garage door style you were going to put on this house?

Drew Pierce 16:34

Not that I recall.

3. Attorney Monteleone 19:12

Were you kind of pestering, or giving a hard time about how this needs to get

Drew Pierce 19:20

I'm a very, very patient, understanding person. I think I was more than agreeable with everything. **I don't really think** I ever gave him a hard time. Really.

4. Attorney Monteleone 26:35

what was happening with that, with the housing market at the time. I mean, did I can hold on, on that question, one a second, and ask you a different question. Have you discussed with with Andy, what happens if your unable to close on this property? In other words, what it what it entails to try to find another property on the market?

Drew Pierce 26:57

Not that I recall all right.

5. Attorney Monteleone 27:30

Now having had the opportunity to review the materials in this case, what's, what's your, what's your understanding about what Mr. Rinaldi's real objections to closing were,

Drew Pierce 27:49

again, I'm not 100% sure. There seemed to be a lot of different things going on at the time. Everything was kind of all over the place, very chaotic.

6. Attorney Monteleone 27:57

I was was anything brought to your attention regarding the Mr Rinaldi's sale proceeds,

Drew Pierce 28:12

as far as what he was going to be getting off the as far as what he was going to be profiting off of the property,

Attorney Monteleone 28:23

correct?

Drew Pierce 28:25

I don't recall if there was an exact figure given to me

7. Attorney Monteleone 29:59

What came with that effort to remove move the escrow.

Drew Pierce 30:05

I mean, to my knowledge, it seemed like they were kind of giving him everything he was asking for, but it still wasn't enough.

8. Attorney Monteleone 31:28

What efforts are you aware that were made to try and and bring him out?

Drew Pierce 31:33

I think just about everything, I mean, everybody was calling him and trying to give him what he what he needed, what he wanted to get to the table, and it just didn't happen.

9. Attorney Monteleone 31:55

After that. You still had, was that was that on the on the last day of the contract,

Drew Pierce 32:10

I believe so it was either the fourth or the fifth. I don't remember exactly what day it was. I believe that last day of the contract was the fifth, if I remember correctly,

10. Attorney Monteleone 35:56

Essentially, they they stayed just kind of monitoring. You. The time, and what was your understanding as to why they were there?

Drew Pierce 36:11

I really, I'm not sure. I mean, Mr. Rinaldi had called out they were there because of him

11. Attorney Monteleone 40:55

So also, are you aware whether he relisted it?

Drew Pierce 40:59

I'm not. I don't know the specifics of that if he relisted it, I'm assuming so,

12. Attorney Monteleone 42:59

Were you able to buy. Do you have any perception about your ability to buy something somewhat similar to the house that you would contract with Mr. Rinaldi for elsewhere on the market for something in the same price range,

Drew Pierce 43:19

I don't think I could find something.

13. Defendant Rinaldi 49:20

Okay. Now the rate lock, when you said, I, I agreed to pay it. Now that's something Andy probably told you. I'm sorry. No, your good the rate lock when you said it's something, I agreed to pay it. I'm guessing Andy had relayed that to you correct

Drew Pierce 49:43

to my knowledge, I would say, so yeah, I honestly don't know. I haven't spent a while,

14. Defendant Rinaldi

What was your conversations with him like when he was, you know, I had conversations with him, and he'd be tough sometimes. I mean, he's good at

what he does, yeah, and he's trying to negotiate the best price for you. I get that. But at the same rate, what were your conversations with him about? Like, did you ever say I definitely want that fourth bedroom? Or was it something where, like, if you can't afford it, that's fine, or was there any conversations about fourth bedroom with him?

Drew Pierce 51:39
Not that I recall.

15. Defendant Rinaldi 51:40

So he's kind of like he was, and he was, I mean, him, don't say, I bet he's a good realtor, so I but, you know, I'm sure he was just negotiating about trying to get you the best deal possible. So, but October and you are pretty much just in mass for the most part, doing your thing, and, you know, let him, kind of, you know, check on things while you're in touch and base with you and stuff. Okay, let's see. Do you ever see that highly unlikely that I'll be able to finish it that fast by myself? I mean, it's, I feel like it's kind of, you know, obviously, especially with someone like him and Matt, with so much experience, it's kind of obvious that wasn't going to get done by November. So did he ever bring that out there, you know?

Drew Pierce 52:24
I mean, I don't recall specifically. I mean, I it could have been said in passing, no,

16. Defendant Rinaldi 54:19

It makes sense. No, I know, I know, but I'm saying with James, like saying, hey, you know, knowing that I am under the gun to get this I gotta get this thing, if I must tell you, I gotta get it sold. So you guys have any discussions about the urgency or anything like that?

Drew Pierce 54:31
Not that I recall. Okay, I'm not entirely sure.

17. Defendant Rinaldi 54:34

No, I got you, um, obviously on the we've discussed this deposition and on the fifth, you mean, you weren't fully they weren't. You weren't fully informed by the realtors of what actually was going on fully. I mean, it seemed like they kind of, I don't know why, but it seemed like they just told you that I wanted more money, and didn't really get into too much detail. Is that correct? Or could you. Elaborate on that.

Drew Pierce 55:00

I mean, at that time, there's a lot going on.

Yeah, I really don't have a straightforward answer.

Everything was kind of old.

18. Defendant Rinaldi 55:11

I totally get it, and I do, I do. I feel free, man, I really do a lot. I mean, I was sleeping in my van, so I feel it. It was a lot I think we both got screwed on that one. So on March 4, man, I just So prior to March 4, Matt was trying to get money for me, and you guys were talking to the bank about reducing RMS. Was there any discussions about why that was happening? Like, were they saying because I wanted more money? Did they say the basis? Because that was before the painting paving came out,

Drew Pierce 55:45

not that I recall.

19. Defendant Rinaldi 55:47

So you might not even, you might not even have told you what he was doing with the RMS thing.

Drew Pierce 55:52

It doesn't sound familiar

20. Defendant Rinaldi 56:29

he wasn't really involved at all. I mean, he was, it was Andy, really, so Matt wasn't. Do you remember what he was saying, or what I was demanding, or anything along those lines?

Drew Pierce 56:37

No

21. Defendant Rinaldi 56:39

okay, all right, so he called me back saying that they're refusing to remove it. That was probably something he said, not something that you actually said

Drew Pierce 56:49

Yeah, I mean, whatever he had, you know, yeah, said to you, I have a clue.

22. Defendant Rinaldi 57:58 Would it be fair to Andy ever discussed with you, like, you know, all the factors going on why it would be difficult for me to be able to finish it? I get that you had made plans and things got delayed. But did Andy ever say to you, hey, you know, with covid and everything, this might take a lot longer than you know, we're hoping,

Drew Pierce 58:22

I mean, I don't specifically remember a time saying that, but, I mean, it's was kind of at the time, was almost common sense thing.

23. Defendant Rinaldi 58:30

Yeah. I mean, you look around, what was going on. No. I mean, everyone knew that things were delayed. Yeah. I now, were you aware of March 5 meeting between the bank Matt and I? Were you aware of that meeting that was taking place?

Drew Pierce 59:00

Not that I recall. I know there was things going on

24. Defendant Rinaldi 1:02:17

that we were closing, supposedly. And then the fifth was when it got extended a day, or something like that. So

Drew Pierce 1:02:26

I'm just a bit confused, because I the only time that I heard anything you know of the sheriff was the day.

25. Defendant Rinaldi 1:02:33

So you were told that day to closing, yeah, that you didn't show up was that was the only time the sheriff was mentioned. So that day we were told that I threatened that at that time, is what you were told from the realtors, because I didn't text you. Obviously I texted

Drew Pierce 1:02:46

No, I don't remember if they directly said to me they were going to call the police. I just kind of assumed you were going to Yeah. I, honestly they may have told me, yeah,

26. Defendant Rinaldi 1:04:36

No, no. I never had an issue with you doing that. So I did Andy ever tell you that I was offering to wait till Monday to try to work it out?

Drew Pierce 1:04:50

I mean, I've seen the text message at the time. I don't remember if they got you there was a lot of chaos.

27. Defendant Rinaldi 1:04:57

Yeah, I know it was crazy

Drew Pierce 1:04:59

for me to you know. To remember specific details.

28. Defendant Rinaldi

he didn't tell you what you know, why the closing buffer? When did he tell you? When the closing he said he didn't tell you about the paving and all that. Let me testify. Yeah, he some reason he didn't, I'm not sure why, but he did testify that he did not tell you why I didn't close individual point didn't have a paving minute, so I'm assuming that's why. So was it after you found that that he told you it was paving. Of the I don't quite

Plaintiff Pierce 3:49

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

29. Defendant Rinaldi

Okay, so when you filed you filed a complaint, why didn't you guys use the updated one that you guys have been indicating is the, you know, the primary one that, I mean, Mikey, I was buying what you were building.

Plaintiff Pierce 7:51

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

30. Defendant Rinaldi 7:58

said just when you guys filed a complaint, I would think you'd use the updated spec sheet in the complaint, because your argument is that that's the that's the one that's binding, that's the one that was supposed to be used, and that's when we agreed to and whatnot. But instead, you guys chose to use the first spec sheet. I was just trying to figure out why, why

31. Defendant Rinaldi 11:19

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

Plaintiff Pierce 11:23

Not that I recall. I'm not sure I might have I presented all the photos of many photos of things up around the house.

32. Defendant Rinaldi

now, when the house was appraised, and do you remember the value that it came in at

Plaintiff Pierce 14:35

in at, I don't remember the top of my head,

33. Defendant Rinaldi 19:44

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

Plaintiff Pierce 19:54

don't recall. Okay, I might have. I just don't recall.

34. Defendant Rinaldi 26:03

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

Plaintiff Pierce 26:09

When you were building this house, we had a discussion where I had asked you about what was going to be done in this house, and I gave you freedom. This is what I'm buying. This is what you're building. Trust me, I **don't recall right now physically asking you extra part.**

Defendant Rinaldi 26:30

Honestly, it was never you. Was always Andy

35. Defendant Rinaldi 30:27

understand, but I'm saying during the time, did you demand that that be included?

Plaintiff Pierce 30:31

I don't recall. Okay.

36. Defendant Rinaldi 33:21

between you. We're not talking about this whole lawsuit and all that. So I mean those filings you're affirming to so I mean, but to your knowledge, are you aware of any anything that indicates I breached the contract?

Plaintiff Pierce 33:35
I'm not an attorney.

37. Defendant Rinaldi 33:40
Okay, so not your knowledge. I guess

Plaintiff Pierce 33:43
just don't quite understand how to answer that question. Okay, that's why I hired an attorney, because I don't understand.

38. Defendant Rinaldi
buyers agreed to pay Rinaldi additional 4000 he demanded to allow the project to close. Rinaldi nonetheless refused to close. Can you elaborate? So Andy. Said, I demanded. 4000 came to you and said, that is this accurate? I'm not sure of the exact

Plaintiff Pierce 35:07
I don't know the figures of what, what was being said and what was being demanded, but I know they were trying to all bend over backwards to just get this, get this done. So what that figure was? Exact figure?

39. Defendant Rinaldi 35:18
Well, I don't know, but it says that he came you, you agree pay the 4000 which I have demanded, and then I still refuse. So I was just wanted to see if this was accurate, to the best of your knowledge

Plaintiff Pierce 35:34
or not. I don't believe I was paying for 4000 I think they were leaving the commission. That's

40. Defendant Rinaldi 35:38
my understanding. No, no, that's separate from commission. But yes, that was my understanding. I understand. Says, Where is it? Says, I think it's this one I can find it, but that you agreed to close and work with me after the fact on making improvements like the coalition stuff like that. But then there's documentation that you Matt from Matt and Andy that said you are taking the house as is, which was my understanding. Is that accurate the as is part

Plaintiff Pierce 36:26
at that point? Yes, I needed, I had to where to go, I understand.

41. Defendant Rinaldi 36:33

So obviously, there wasn't any agreement to work after the fact, to fix things.
Yes,

Plaintiff Pierce 36:39

I don't recall. Yeah, gotcha exhibit

42. Defendant Rinaldi 53:32

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

Plaintiff Pierce 53:44

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

43. Defendant Rinaldi 54:39

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

Attorney Monteleone 54:50

objection calls for speculation beyond this, this witness of the personal knowledge, remember,

44. Defendant Rinaldi 54:57 excuse my time. But. Yeah, there was, you know, clearly, a lot of equity in the house. So, you know, if you were to close, you would have walked into that. Why do you, you know, why? What your opinion on why I was getting so much they're so intensively when, you know, really, they were benefiting. Well, you would have benefited if they allowed it closed.

Plaintiff Pierce 55:21

I don't really know. I mean, I think it was just everybody yelling at everyone and pointing with finger, and everyone, mostly what everyone was yelling about, yeah, like that. It's kind of a big blur. All I know is, no, it was, it was nuts. Yeah, I don't know specifically why they would be giving you a hard time over anyone else. Yeah, because they don't

45. Defendant Rinaldi 58:53 I mean, obviously, yeah. Well, covid got worse, and then you are, were you aware that to fix a lot of Derek Gray's work,

Plaintiff Pierce 59:03

I wasn't filled

46. Defendant Rinaldi 59:06

in on details other than that meeting where you saw the glow, yeah. Now, what is your opinion on what you saw that day, the things I brought up, if you remember,

Plaintiff Drew Pierce 59:16

I couldn't tell you anything of substance.

47. Defendant Rinaldi 59:20

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

Plaintiff Pierce 59:27

Yeah, I just really remember you. And then all your gentlemen yelling. Everyone

48. Defendant Rinaldi 1:04:45

when we first met at the property and we were discussing, you know, what I'd like to do with it and this and that before you made an offer. We all like having, you know, Good talk, because obviously this house is, again, not cookie cutter. Sorry, you had mentioned you don't care if this takes till next year long since built, right? Do you remember us having that conversation when you very first met,

Plaintiff Pierce & 1:05:21

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

49. Defendant Rinaldi 1:05:29

Things changed in you know, also, yeah, the question was, oh, sorry, he asked you, who caused the were you aware I was driving to closing when I got the call for Matt, where he was telling me to shove it up, you know, so you weren't aware if

Plaintiff Pierce 1:05:54

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

50. Defendant Rinaldi 1:05:58

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

Plaintiff Pierce 1:06:00

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

51. Defendant Rinaldi 1:06:0

okay, oh, really

Plaintiff Pierce 1:06:08

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

52. Attorney Monteleone 1:33:52

So, as Mr. Rinaldi has expressed his his legal interpretation of the contract and When contractual obligations to you. Did you respond to him to express your your own interpretation of the contract?

Realtor Andy Lord 1:34:12

I don't recall.

53. Defendant Rinaldi 1:45:52

So when you met with me, I never said that. I'm pretty much on my own here.

Realtor Andy Lord 1:45:57

I don't recall you saying that

54. Defendant Rinaldi 1:47:40

Okay, I'll rephrase what did you say earlier about what you viewed the front porch when you were under contract.

Realtor Andy Lord 1:47:51

I don't recall exactly what I said earlier.

55. Defendant Rinaldi 1:48:33

I understand I get that, but now that email I sent to Matt, I don't even know if I sent it, but I sent to Matt, there's nothing an email indicated that I was that I wanted that sent to you, correct?

Realtor Andy Lord 1:48:38

I don't know.

56. Defendant Rinaldi 2:03:03 so there's no text between me and you.

Realtor Andy Lord 2:03:06
I have no idea.

57. Defendant Rinaldi 2:30

What do you what was your interpretation? What he was saying to you, when he's saying technically, it's not in the contract. Is he implying that the paving like mine, I wasn't obligated to pay that.

Andy Lord 2:40
I don't know

58. Defendant Rinaldi 2:42

Okay, so you didn't really know why he said that.

Andy Lord 2:45
No

59. Defendant Rinaldi 20:28 Yeah, okay, so, so, but you keep saying that, that holding me to that, like the extensions and whatnot, and the rate lock for example, did you send me a message about the rate block to sign the extension, or anything like that.

Andy Lord 20:42
I don't know if I did or not.

60. Defendant Rinaldi 20:43

Yeah, I think Matt did. I'm positive, so I pull it up. But were you aware that I was never told about the rate lock?

Andy Lord 20:50
I was not aware of that,

61. Defendant Rinaldi 24:43

I'm asking. Did you think that was a good idea to let me believe I was legally leaving the contract?

Andy Lord 24:48
I don't know if I thought you're asking me if I think you made a good decision.

62. Defendant Rinaldi 8:45

Yeah, so, well, it could have been up to 30,000 or 20 something thousand, I think, with the rate lock by closing, you know, you sent me a text saying, sign this ASAP, that's correct, right?

Andy Lord 8:57

I'd have to see the text messages

63. Defendant Rinaldi 9:00

It would be fair to say you sent me some type of text, okay

Andy Lord 9:02

I'd have to see the text messages

64. Defendant Rinaldi 16:18

Okay, sorry, I Okay, were you aware that Matt had said to me, work through the weekend and make back the escrows regarding painting?

Andy Lord 16:31

I don't recall, okay, but just to be clear on the painting, yep, that is how it works. Once the once the work's done, you would the money would have been released.

65. Defendant Rinaldi 20:00

no, I understand but you're not an appraiser, so you don't fully know if it could be done or not.

Andy Lord 20:05

I don't know.

66. Defendant Rinaldi 30:34

so leaving that, that meeting where on the fourth it was my I'm sorry, what was your understanding? What happened at that meeting, or what was discussed and what was offered, or whatever,

Andy Lord 30:45

I don't really recall.

67. Defendant Rinaldi 30:47

So when you finished after that meeting and we were trying to make a closing happen, you don't know what I was told or what I was offered.

Andy Lord 30:55

I don't know. I mean, I never saw what you owed to begin with. I never saw your construction loan or your escrows with Lincoln. So I had no idea where you were at

68. Defendant Rinaldi 31:11 Okay, did you direct them to issue a check to to Derek

Andy Lord 31:16

No

Andy Lord 32:51

So this would appear that Derek forwarded me an invoice. I mean, there's no attachment this, so I don't really know Sure. So I don't really know the context of it. And frankly, I've done work with Derek. I've also done work Lincoln. I have no idea. I guess it does say cape rd invoice, out I **have no idea what invoice this is so,**

69. Defendant Rinaldi 33:12

but it does appear that you were just passing along the invoice to get paid for Derek Ray another Landing Agent

Andy Lord 33:21

Derek Ray also owns D&G property management So whether he's a real estate agent or not, you know, I, I've done business personally with Lincoln, so have you, and you know that it's processed to get paid. It's an inspection,