

State of Maine
Cumberland, SS

Superior Court
Civil Action
Docket No. CV-2021-138

Drew Pierce & Janice Lariviere,
Plaintiff,
vs.
Anthony M Rinaldi & Southern Maine
Construction LLC,
Defendant.

MOTION FOR CONTEMPT
Attorney James Monteleone
M.R.Civ.P. RULE 66(c)

Before the Court is the Defendants Motion for Contempt and Sanctions against Attorney James Monteleone pursuant to M.R.Civ.P Rule 66(c). The actions described by the Defendant herein were not the actions of a confused lawyer rather of one acting in a knowing, intelligent and deceptive manner. As such, the Court shall find the Defendant has met all elements necessary to prove and sustain an action for contempt and award the Defendant compensatory and punitive damages. Protecting the rights of Pro Se (Self Represented) litigants and defending against abuse of the legal system (fraud on the court) are two of the biggest challenges facing the legal system, therefore it's vitally important to investigate allegations of fraud or misconduct when raised. One of the Judges biggest duties is to protect the integrity and fairness of the legal system as the constitution intended which includes punishing egregious conduct in order to protect, preserve, and vindicate the authority and dignity of the judicial system and to deter future defiance

The Plaintiffs were aware that the Defendant couldn't afford to fight a lengthy litigation so they willfully breached the contract with the intention of using the legal system to defraud the Defendant.

“Lawyers pretty much bank on people not showing up, or not having an attorney to represent them. Consequently, in addition to facing the aggressive lawyer, the misguided and naïve litigant is likely to encounter an opposing party who refuses to play by the rules because it knows (1) the chances of being caught, sanctioned, or challenged are relatively small and (2) the probability of prevailing in the lawsuit is significantly greater if the rules are not observed. The skilled lawyer, knowing that his opponent is not qualified, is thus encouraged to engage in improper or unsound litigation tactics.” Scott L. Garland, *Avoiding Goliath’s Fate: Defeating a Pro Se Litigant*, 24 LITIG. 45, 46 (1998)

Attorney Monteleone has a threshold obligation to determine a factual basis and a plausible, arguable legal theory before proceeding but he clearly failed to do so. Attorney Monteleone and the Plaintiff’s didn’t expect the Defendant to be able to represent himself because if they did they would have concocted a more believable story than what was presented to the courts. Regardless, each of the Plaintiffs (3) versions of events are clearly fabricated and the record proves without question that Attorney Monteleone and the Plaintiffs intentionally deceived the court.

I understand the courts reluctance to punish an Attorney but Conduct this intentional and malicious can’t be allowed. This lawsuit has the potential to impact Pro Se Litigants in a positive way and help level the playing field. Awarding the Defendant with compensatory and punitively damages will send a message to all Attorneys that taking advantage of unrepresented litigants won’t be tolerated and will be punished accordingly. Furthermore, Attorney Monteleone has had countless opportunities to do the right thing and withdraw from Counsel or correct the record. Monteleone chose to deceive the court on countless occasions and knew that the Plaintiffs case is without merit from the very start. If Attorney Monteleone isn’t held accountable for egregious conduct of this magnitude then the court is basically giving him permission to act unethical and break the law.

The Defendant's Motion for Contempt will provide clear and convincing evidence that Attorney Monteleone conspired with Drew Pierce, Janice Lariviere, Andy Lord and Matt Dibiase in an attempt to defraud the Defendant. Attorney Monteleone's contemptuous conduct occurred both inside and outside the presence of court as he repeatedly and intentionally violated the Maine Rules of Professional Conduct. Monteleone intentionally lied to Justice O'Neil during the May 20th, 2021 Motion to Dissolve hearing and has done everything in his power to obstruct Justice. The record will show that Attorney Monteleone filed a frivolous complaint, fabricated evidence, committed perjury, concealed material evidence, abused discovery, and conspired to defraud the Defendant. This action is now the worst abuse of the legal system in Maine's. Let that last statement sink in before you continue. This action is the worst abuse of the legal system in Maine's history. (emphasis added)

The following key points are a snapshot of what's to follow and exemplify exactly how fraudulent and frivolous this lawsuit is.

KEY POINTS:

1. The Plaintiffs original lawsuit was based off (1) text message that doesn't exist and Andy Lord admitting to removing critical text messages from the Defendant stating why he wasn't closing before submitting them to the court.
2. During the May 20th Motion to Dissolve Hearing Justice O'Neil asked Attorney Monteleone, "Is there any affidavit from your client that says I thought the basecoat and paving was black top?" Attorney Monteleone replied, "There is Your Honor" This statement is patently false. The first time the Defendant heard that the Plaintiffs claimed they had the right to refuse the removal of paving from escrow was at this hearing but even then there is no affidavit from Drew Pierce or Andy Lord stating that and there were text messages in Monteleone's possession at the time from Andy Lord and Matt Dibiase stating the paving isn't in the contract on March 5th. Those text

messages were withheld in violation of the Maine Rules of Professional Conduct 3.3(d) “In an ex parte proceeding, a lawyer shall inform the tribunal of all material facts known to the lawyer that will enable the tribunal to make an informed decision, whether or not the facts are adverse.”

Nonetheless, the Plaintiffs entire case is based off the affidavits of Andy Lied and Matt Dibiase and yet both of them sent text messages on March 5th stating the paving isn't part of the contract.

3. On March 4th, 2021 the Plaintiffs intentionally and willful breached the contract which is documented through text messages but the Defendant agreed to meet the following day with his Realtor and his bank in order to work out a deal with the buyers. Therefore, the entire lawsuit boils down to what was agreed to during that meeting on March 5th, 2021. Unbeknownst to the Plaintiffs was the Defendant recorded that meeting without their knowledge so there's no question what the parties agreed to on March 5th. The contract was over on March 4th, a new agreement was made the following day and then the Plaintiffs failed to perform their end of the agreement. The Defendant wanted to submit that recording to be used at that Hearing but the Defendants Attorney didn't think it was necessary because we had proof their original lawsuit was based off evidence that didn't exist. During the Motion to Dissolve hearing the Plaintiffs brought (4) new affidavits and an entirely different story to the hearing. After this hearing the Defendant sent two recordings to Attorney Monteleone which proved without question that his 2nd Story was made up just like their first. That was 13 months ago, 13 months that Monteleone knew without question that he is breaking the law and his oath.
4. After Attorney Monteleone's received the recordings he knew the only way he could win was by not playing fair. From July 2021 to January 28th, 2022 Attorney Monteleone ghosted the Defendants who sent multiple emails attempting to work with Monteleone in good faith. January 28th 2022 was the exact day that Discovery ended which just so happens to be the date that

Monteleone filed a Motion to Enlarge. Monteleone stated in his Motion to Enlarge that he couldn't get ahold of the Defendant which was patently false. Nonetheless, Monteleone emailed the Defendant as a reply to a previous unrelated email and sent an uncertified and unassuming letter to the Defendant as service hoping it would be missed because he was clearly lying and misleading the court.

5. Attorney Monteleone refuses to turn over text messages between Andy Lord and Drew Pierce which is the single most important evidence to support or disprove their case. Monteleone knew that he would be expected to turn over that information to the Defendant when he filed the lawsuit. Monteleone claims he has never seen the text messages between Drew and Andy which is even crazier than withholding them because it's illegal (Rule 11) to file a lawsuit without looking at the most important evidence. Furthermore, he doesn't claim that Drew lost his phone or broke it, he just simply says that Drew got a new phone so he can't access those messages but can access the messages with the Defendant from the same time period because the Defendant already has those. Who in their right mind would get rid of all the evidence that supports their lawsuit before filing the lawsuit, it's obviously that those messages are being intentionally withheld. Don't file a lawsuit if you're unwilling to turn over any evidence and don't have a shred of proof supporting your claims.
6. Other issues with text messages are: Attorney Monteleone refuses to turn over messages between Drew and Craig Mathieson, Drew and Derek Ray, Andy Lord removed critical text messages with the Defendant and Drew Pierce removed critical text messages with the Defendant
7. Attorney Monteleone objected or evaded answering almost all of the Defendants (96) discovery requests. On 6/7/22 the Defendant sent his 2nd Set of Interrogatories and Request for Admissions which provide the Plaintiffs with undeniable proof that every single piece of material evidence

presented by the Plaintiffs is false. Monteleone picked a couple items that he thought he could half explain with the most ludicrous explanations and objected to vast majority.

8. The Defendant met with Monteleone on 7/22/22 to discuss discovery issues and the following exchanges are from this meeting:

a. **DISCUSSING PLAINTIFFS FALSE ORIGINAL CLAIM AND 2nd STORY:**

RINALDI: But the qualification that is legitimately the biggest stretch of all time I was very clear why I wasn't closing your original complaint is founded on that one text right you didn't put any other evidence of an eviction or any text like that. All you had was affidavits and you point to this one text, that does not exist I was very very clear why I wasn't closing I stated things over and over again so when he says I'm not closing because I want to sell to someone else for more money and in your complaint you claim there is a text that alludes to that it's crazy to think that that's not false I don't see how anyway you can twist it to make it works, regardless your facts completely change in your motion to dissolve hearing

MONTELEONE: This is the nature of learning discovering as we go we start with we work with what we have

RINALDI: Yeah but we both have to be honest and we both have to look at these in a logical manner there's nothing logical about your position.

MONTELEONE: thats why we updated it, Im sorry you feel that way

RINALDI: it's not a feeling it's simple I don't see anyone who can look at this that way

b. **DISCUSSING INTERROGATORIES PROVING PERJURY:**

RINALDI Your case is based off two affidavits one from Matt one from Andy and I'm sending proof that everything they said in there is contradicted by their own words and to not even acknowledge or respond seems crazy

MONTELEONE: But none of that is what Drew or Janice know you

c. **DISCUSSING INTERROGATORIES PROVING PERJURY:**

RINALDI: I'm saying 80 text point to one conclusion and Andy's own testimony he saying the opposite of this

MONTELEONE: Okay that's fine but the point of this is the text point to a conclusion and you're asking Drew to make a conclusion about something he doesn't know

MONTELEONE: You're asking Drew to make a signed statement about what he knows. Drew doesn't know Andy knows there are tools where he can get that information from Andy Drew doesn't know so we objected stating the plaintiffs do not know and cannot speak for what's in Andy Lord's head

RINALDI: So it's not concerning to you that your whole entire story is based off affidavit and these texts show that those affidavits are perjurious that doesn't concern you

MONTELEONE: I disagree with your characterization of the affidavit and my whole entire case is based on the entire record which will be presented and supported with additional material when we go to summary judgment

RINALDI: Wow, wow, ok

d. **DISCUSSING THE UPDATED SPEC SHEET MISSING THE SIGNATURE PAGE:**

RINALDI: So the fact that all dotloop documents are signed with a signature page, the fact that's omitted and it's clearly a dotloop document, that's not concerning to you?

MONTELEONE: No, it was Represented for exactly what it was.

RINALDI: Yeah, but if it's missing a page then it's not because it's a dotloop document it clearly shows that on the last page, every page has a dotloop thing on the top so where is the dotloop signature page that comes with every single dotloop document there is.

MONTELEONE: You show me because it's not on the page it's not on the document that you sent me either.

RINALDI: Yes it is

MONTELEONE: Where

RINALDI: It's page 1 it's addendum 1 it's page 1 :

9. During the May 20th Motion to Dissolve Hearing Attorney Monteleone stated, *“the changes that are described were contemplated within a contract they were formerly accepted in an updated spec sheet which the parties signed off on September 14”* This statement is patently false. The Defendant never prepared, sent or signed this alleged updated spec sheet. It was signed by Drew and Janice on September 14th and sent to the Defendant over five months later and he refused to sign it. The record clearly shows this without question so Monteleone clearly committed perjury by making the aforementioned statement in court.

PLAINTIFFS FRIVOLOUS CLAIMS:

1. **FRIVOLOUS CLAIM** – Plaintiffs were squarely within their contractual rights to require an escrow holdback of funds to pay for the paving that Defendants had contractually promised to deliver, but failed to complete prior to closing. **SUPPORTING EVIDENCE** – N/A
CONTRADICTING EVIDENCE – The Defendant has provided the Plaintiffs with (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. (19) different pieces of solid evidence that prove the Plaintiffs breached the contract without a single piece of evidence that indicates otherwise. In addition to the (19) texts and recorded statements are countless other pieces of evidence that further support the Defendants position. A few examples are the Plaintiffs refusal to provide text messages between Andy Lord and the Plaintiffs, their refusal to provide text between Derek Ray

and the Plaintiffs and Andy Lord removing text and lying to the court about why the Defendant didn't close. Nonetheless, the following evidence and explanation will show the Plaintiff's position regarding the paving on March 5th, 2021. Andy Lord texted Craig Mathieson on March 5th, 2021 stating, "*And technically the base coat is there, just not the finish coat*" Ex. D at 1 ¶ 5 This text message proves Andy Lord believed the basecoat was finish gravel on March 5th, 2021 and also proves he committed perjury regarding paragraph 3 of his supplemental affidavit. Also, why would Andy Lord ask Craig Mathieson if the escrowed funds for paving could be removed on March 5th, 2021 if he didn't believe they needed to be. Ex. D at 1 ¶ 6-7 Furthermore, Matt Dibiase texted Andy Lord on March 5th, 2021 stating, "*Technically it's not in contract*" "*Just basecoat*" Ex. C at 4 ¶ 26-27 If the Plaintiffs didn't agree with the Defendant regarding his interpretation of the contract regarding paving then why didn't Andy Lord or Matt Dibiase say that on March 5th and why didn't anyone refute the Defendant regarding his legal right to terminate the contract which the Defendant stated (5) times. Ex. B at 6 ¶ 25, Ex. B at 2 ¶ 62, Ex. F at 18 ¶ 77, Ex. F at 20 ¶ 90, Ex. F at 15 ¶ 67 Andy Lord and Matt Dibiase argue with the Defendant about the possession prior to closing contract but at no time did either Realtor refute the Defendants legal right to terminate the contract or refute his position regarding the paving. Ex. F at 19 ¶ 78, 80-81 Ex. R at 4 ¶ 22 It makes no logical sense that the Plaintiffs would omit everything regarding the paving from their original filing and lie about why the closing fell through if they disagreed with the Defendant regarding the paving. Todd Miranda, Ryan Cyr, Matt Dibiase and the Defendant are all on record interpreting the contract the same way regarding the basecoat being gravel therefore, it's quite obvious a layperson would have interpreted the contract language the same way the Defendant did. Attorney Monteleone told Justice O'Neil that ambiguous terms are construed against the drafter but if all parties interpreted the contract the same way and there is no indication of a dispute then it

can't be deemed ambiguous. Ex. V at 4 ¶ 78-79 During the May 20th Motion to Dissolve Hearing Justice O'Neil asked Attorney Monteleone, "Is there an affidavit from your client that says I thought the basecoat and paving was black top?" Attorney Monteleone replied, "There is Your Honor" Ex. V at 5 ¶ 82-84 This statement is patently false, none of the Plaintiffs filings have made this claim nor does it reflect the record. Furthermore, if that was their position on March 5th, 2021 then why wouldn't they include that in their verified complaint? The evidence provided by the Defendant is irrefutable and proves without question that all the parties had a meeting of the minds and the Plaintiffs agreed to remove funds from escrow regarding the paving then failed to perform which allowed the Defendant to legally terminate the contract. *"If a party, through either words or conduct, manifests an intent not to perform on a contract, then an anticipatory repudiation has occurred and the other party may assume that they will not perform."* Wholesale Sand and Gravel v. Decker. 630 A.2d 710 (Me. 1993) After the contract was terminated on March 5th the Defendant offered to call Andy Lord the following Monday and give the Plaintiffs the opportunity to perform but they refused that offer as well. See Undisputed Fact Ex. U ¶ 11, 13, 29, 31, 32, 35, 36, 37, 38, 40 – 43, 46-48, 53, 55, 61, 64-73, 76, 79, 80 Ex. R ¶ 1-2, 11-12, 17, 22, 26, 36 Ex. S ¶ 5-10

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

SUPPORTING EVIDENCE – N/A

CONTRADICTING EVIDENCE - The Plaintiffs Original Complaint points to a text message between the Defendant and Andy Lord as the sole evidence supporting their lawsuit but the text message they described doesn't exist. Ex. R at 2 ¶ 11, Ex. R at 4 ¶ 18 Andy Lord attached a series of text between himself and the Defendant on March 5th, 2021 and stated under oath that these texts

were a true and accurate copy but that statement was also false. Andy Lord omitted material texts that state the Defendants real reason for not closing. Ex. R at 3 ¶ 12 The Plaintiffs completely changed their entire story after their original filing and haven't mentioned this false claim again. Ex. W at 12 ¶ 77-78, Lord Aff. ¶ 14, Lord Suppl. Aff ¶ 8, See Undisputed Facts Ex. U ¶ 11, 12 Ex. R ¶ 11-12

3. FRIVOLOUS CLAIM – Defendant agreed to fix code violations after closing. SUPPORTING EVIDENCE – N/A

CONTRADICTING EVIDENCE - The Defendant received his Certificate of Occupancy on 2/15/21. Ex. P The Plaintiffs have confirmed that no code violations existed when they responded to the Defendants Request for Admissions. Ex. R at 5 ¶ 27 Furthermore, no evidence has ever been presented indicating code violations. The Defendant was told (6) times that the Plaintiffs wanted the house as-is and Andy Lord was part of one of those text messages. Furthermore, the Plaintiffs waved their right to inspection per the P&S agreement section 12. Ex. A at 7 ¶ 114, 116, 119 Ex. A at 8 ¶ 139 Ex. E at 1 ¶ 5, Ex. F at 15 ¶ 68-69 Rinaldi Suppl. Aff ¶ 29 See Undisputed Fact Ex. U ¶ 18-19, Ex. R ¶ 27

4. FRIVOLOUS CLAIM – Illegal Eviction

SUPPORTING EVIDENCE – N/A

CONTRADICTING EVIDENCE - The Possession Prior to Closing Addendum lacked consideration thereby making it invalid and unenforceable. Ex. Q at 1 Also, texts between Andy Lord, Matt Dibiase and the Defendant clearly show that Drew Pierce went to 451 Cape Rd on his own Volition to remove his possessions. Ex. F at 18 ¶ 77-81 A Sheriffs Report requested by the Plaintiffs prove that the Defendant never directed law enforcement to evict the Plaintiffs. Ex. L at 4 The Plaintiffs never took possession of the residence and the Defendant was living at the residence

during the time period in question. Also, group text messages between Matt Dibiase, Andy Lord and the Defendant prove that he was directed to sign the possession prior to closing addendum to allow the Plaintiffs to put their pod on the property not live there. Ex. F at 17 ¶ 71, Ex. F at 18 ¶ 77-81, Ex. F at 20 ¶ 88, Ex. R ¶ 24, Rinaldi Suppl. Aff ¶ 23, See Undisputed Fact Ex. U ¶ 21-24

5. **FRIVOLOUS CLAIM** – On Aug 5th, 2020 the Defendant sent Matt Dibiase an email that depicted the updated version of the house which somehow proves the Defendant was offering the Plaintiffs the larger house even though both parties chose not to use the specs from that email in their written contract. Also, Drew Pierce witnessed certain improvements which make them binding without an oral or written agreement between the parties.

SUPPORTING EVIDENCE – N/A

CONTRADICTING EVIDENCE – The P&S agreement Section 18 reads as follows: “PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This agreement completely expresses the obligation of the parties and may only be amended in writing, signed by both parties.” Ex. N at 4¶ 18 There is no evidence supporting this outlandish claim other than Matt Dibiase’s affidavit which has been proven to be perjurious.

Nonetheless. the Defendant sent that email prior to their offer and it makes no logical sense that the Defendant would add \$90,000+ in improvements without a price increase. Furthermore, the room above the garage was never meant to be finished and was listed as a bonus room on the original plans so framing it doesn’t indicate that it will be finished inside. Rinaldi Suppl. Aff ¶ 7,8,10 Also, the front porch wasn’t framed till almost two months after the Plaintiff claimed it was framed. A picture taken by the Plaintiffs from the end of July 2020 proves the front porch wasn’t framed. Ex. I, Rinaldi Suppl. Aff ¶ 6-8, 10. Also, the Plaintiffs failed to explain why their Verified Complaint omitted these claims. See Undisputed Fact Ex. U ¶ 25-28

6. **FRIVOLOUS CLAIM** – Defendant sent the Plaintiffs an Update Spec Sheet as a written change order pursuant to the language of the contract. **SUPPORTING EVIDENCE** – N/A
- CONTRADICTING EVIDENCE** – On Sep 13th, 2020 the Defendant emailed an updated spec sheet to Matt Dibiase with the understanding that he would be compensated for the requested upgrades. This email is void of any context nor is there any proof that the Defendant intended this email to be a written change order Ex. H at 5 and this email doesn't conform to the language of the contract regarding change orders as Attorney Monteleone claims. Ex. N at 6 Furthermore, the spec sheet attached to this email is clearly not the same document that is presented to the court because that document has dotloop codes on every page. The document presented by the Plaintiffs as the Updated Spec Sheet is actually Addendum 1 without the signature page because it is unsigned by the Defendant Ex. H at 6. Addendum 1 wasn't prepared by the Defendant or sent to the Plaintiffs. In fact Addendum 1 was sent to the Defendant on February 23rd, 2021 over five months after the Plaintiffs signed it. Ex. H at 1-2 Andy Lord sent the Defendant several text messages on Feb 23rd, 2021 stating that the Plaintiffs signed the contract in September and attempted to coheres the Defendant into signing it. Ex. F at 2 ¶ 9, Ex. F at 3 ¶ 15 Rinaldi Suppl. Aff. ¶ 11 Attorney Monteleone intentionally misrepresented this document to the court and misrepresented the language of the contract regarding change orders. Ex. V at 1 ¶ 7-8 The P&S New Construction Addendum states, "It is agreed that all future changes shall be in writing together with the cost if any date of changes and signatures of all parties to indicate knowledge and consent." Pl Ver Compl Ex. A at 6 Also, the Plaintiffs failed to explain why their Verified Complaint omitted this claim. See Undisputed Fact Ex. U ¶ 27-28, Ex. R ¶ 19, Ex. S ¶ 4
7. **FRIVOLOUS CLAIM** - No additional money was demanded from the buyers on March 4th, 2021, Instead, I agreed to entirely forfeit my \$11,550 commissions as the seller's broker, and reduce

Andy Lord's commission as the buyers broker by \$2,500. These adjustments, which added \$14,050 in additional sale proceeds to be paid to Mr. Rinaldi at closing, we're agreed as an offset of the \$9,600 escrow holdback for driveway paving to which Mr. Rinaldi had objected Dibiase Aff ¶ 15

SUPPORTING EVIDENCE – N/A

CONTRADICTION EVIDENCE - The Defendant demanded funds be removed from Escrow regarding the paving and painting on March 4th, 2021 via a phone conversation but his realtor Matt Dibiase informed him that the Buyers were refusing to remove escrowed funds even though it would breach their contract. Shortly after the Defendant sent a group text to Andy Lord and Matt Dibiase to confirm the willful breach and termination of the contract. The agreement the Defendant and Plaintiffs made on March 5th, 2021 provided the Defendant with \$17,800 at closing. This amount included the following: Plaintiffs reduced their Rate Lock Fee by \$3,000, Matt reduce his commission by \$2,500, Matt agree to pay Bissonette Plumbing \$2,700 and the Plaintiffs agreed to remove \$9,600 from escrow for paving. At no time did Matt Dibiase ever offer to reduce Andy Lords commission by \$2,500 during the March 5th, 2021 meeting or at any point on March 4th or March 5th. Ex. A at 8 ¶ 122-124, Ex. A at 15 ¶ 253, Ex. B at 3 ¶ 50, Ex. B at 6 ¶ 30, Ex. B at 8 ¶ 16. Ex. E at 12 ¶ 68, 70, 72. Ex. F at 15 ¶ 67-69, Ex. F at 18 ¶ 72-74 Ex. T ¶ 36 Ex. G ¶ 7-10 If the Plaintiffs refused to remove funds from escrow for paving on March 5th then why are both Realtors allegedly offering to reduce their commission to compensate the Defendant for the paving? If they disagreed with the Defendant regarding paving they would have stated that via text and not allegedly compensated the Defendant for the paving. Nonetheless, text messages and recordings clearly show that the Plaintiffs agreed to remove funds from escrow and then failed to perform even though the Defendant was willing to give them the opportunity to perform the following

Monday. Also, the Plaintiffs failed to explain why their Verified Complaint omitted this claim. Ex. S ¶ 9

8. FRIVOLOUS CLAIM – The Defendant demand \$4,000 additional funds which the Plaintiffs agreed too but the Defendant still wouldn't close. Lord Suppl. Aff. ¶ 5

SUPPORTING EVIDENCE – N/A

CONTRADICTING EVIDENCE - The Defendant never demanded \$4,000 additional dollars on March 5th, 2021. Andy offered to give the Defendant an additional \$4,000 to entice him to close. The text exchange between Andy Lord and the Defendant proves without question that this statement is false. Andy Lord sent the following text to the Defendant on March 5th, 2021, "I'll give you the 4 grand if you come right now" Ex. B at 3 ¶ 53 Rinaldi Suppl. Aff ¶ 30 Andy Lord sent the following text to the Defendant on March 5th, 2021, *The deal is off Monday. I will give you 4 grand right now That gets you to the number you want right*" Ex. B at 3 ¶ 56 Ex. U ¶ 2 The record clearly shows that the Defendant didn't demand \$4,000 from the Plaintiffs and the Plaintiffs failed to explain why their Verified Complaint omitted this claim. Ex. S ¶ 2

ADDITIONAL EVIDENCE NOT ADDRESSED BY PLAINTIFFS:

9. The Defendant offered to call Andy Lord the following Monday (4) times in an attempt to give the Plaintiffs time to remove the funds from escrow but the Plaintiffs refused this offer. Ex. F at 18 ¶ 77, Ex. B at 3 ¶ 50, 55, Ex. B at 1 ¶ 73
10. The Defendant recorded the March 5th, 2021 meeting with Todd Miranda, Ryan Cyr, Matt Dibiase and the Defendant which proves the Plaintiffs are attempting to commit fraud. The Defendant sent

Monteleone these recordings in July 2021 and at no time has he ever made any attempt to correct the record. Ex. A

11. On February 25th, 2021 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” Ex. E ¶ 2. The Defendant spent the next few days finishing the exterior painting in order to recover the escrowed funds for painting. On March 4th and 5th the Defendant demanded funds for painting and paving be removed from escrow. During the March 5th meeting the Defendant was coerced by undue influence to accept an escrow reduction of \$9,600 instead of the \$17,100 escrow reduction the Defendant was requesting. Nonetheless, whether or not the paving interpretation was right is a moot point because the Defendant only agree to leave the painting funds in escrow because the Plaintiffs agreed to remove the paving funds. Regardless if it was painting funds or paving funds, something needed to be removed from escrow.
12. The Defendant has never met Janice Lariviere and was told she was a co-signed. Drew Pierce and Susie Jolly were going to be the sole inhabitants of 451 Cape Rd Raymond ME. Based on the mortgage rate it’s clear Janice Lariviere applied for the loan as her primary residence not a second home which carry much higher rates. Deceiving a bank into a lower rate is mortgage fraud and would have voided the contract but the Plaintiffs refuse to turn over any documents relating to their mortgage loan application. Ex. W at 7 ¶ 43
13. Drew Pierce told the Defendant that he was moving to Maine to cultivate marijuana legally and that he was currently cultivating marijuana illegally in Massachusetts. Drew often bragged about how much he makes cultivating marijuana and there is quite a bit of documented evidence supporting this claim via text and pictures. During the construction Drew told me he has a car collection but he’s selling a couple vehicles his vintage Camaro and GMC Scyclone totaling

\$70,000. Ex. X at 5-7 The vehicle Drew used to visit Maine was a New Ford Raptor and his girlfriend drove a VW Tuareg. Pictures from inside the garage show massive water takes and grow equipment Ex. X at 3-4 and there are several texts from Drew discussing transporting living marijuana plants from Massachusetts to Maine and other text alluding to cultivating marijuana. Ex. X at 1-2 The Defendant has requested Drew's financial information and mortgage loan application to see if he committed fraud by misrepresenting his income or filing taxes as a welder like he told everyone. Similar to the mortgage fraud if Drew secured financing based on fraudulent terms then it voids the contract but the Plaintiffs refuse to provide any of the information requested. Ex. W at 7 ¶ 43

14. Andy lord and Matt Dibiase met with Lincoln capital on March 4th, 2021 without the Defendant's consent or knowledge so it's highly unlikely that Todd Miranda and Matt Dibiase believe the paving wasn't part of the contract and Andy Lord did. Furthermore, Andy Lord directed Lincoln Capital to issue checks to contractors without the Defendants consent or knowledge which makes this entire situation unconscionable. Ex. J, Ex. C at 1 ¶ 4 Rinaldi Supp Aff ¶25

ATTORNEY MISCONDUCT – Ex Parte Order of Attachment & Verified Complaint

15. The Plaintiffs Ex Parte & Verified Complaint is supported by a single text messages that doesn't exist. Attorney Monteleone was well aware that the Defendant never texted Andy Lord anything of the like. Furthermore, Monteleone stated that he hasn't seen any text between Andy Lord and Drew Pierce which is appalling considering those text are the most important evidence to prove his clients case and reading those text should have been step 1 for Attorney Monteleone. Ex. W at 2 ¶ 6 An Attorney should never file a lawsuit without looking at the evidence and those texts are the

most important evidence Monteleone has to verify his clients story and prove their lawsuit..

Nonetheless, when confronted with all of this information Monteleone chose to fabricate a new story and continues to manipulate facts in order to further the attempted fraud. See Frivolous Claim #2 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d) Ex. U ¶ 11-12. Ex. R ¶ 11, 12, 18, 22, 26, 36

16. Andy Lord perjured himself by stating, “Anthony Rinaldi told me that he would not close on the contract to sell the Property to Mr. Pierce and Ms. Lariviere for \$385,000 because he wanted to make more money on the transaction by selling it to someone else at a higher price.” Lord Aff. ¶ 13, Rinaldi Suppl. Aff ¶ 9 Ex. T ¶ 11 See Frivolous Claim #2 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d) Ex. R ¶ 11, 12, Ex. U ¶ 11, 12

17. Andy Lord intentionally omitted the following material text from his original affidavit which state the real reason the Defendant refused to close. “*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.*” Ex. B at 3 ¶ 55, “*I can legally walk and that’s what I’m doing*” Ex. B at 2 ¶ 62

It’s highly unlikely that these two important texts were omitted from their filing by accident.

Couple that with Andy Lord pointing to a text that doesn’t exist and not including the paving in their original filing makes the odds that those text were omitted accidentally astronomical. See Frivolous Claim #1–2. This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d) Ex. R ¶ 11, 12, Ex. U ¶ 11, 12

18. Attorney Monteleone withheld the 2/21/21 appraisal from the tribunal in violation of M.R.P.C. 3.3(d) – Duty to disclose adverse evidence to the tribunal in Ex Parte proceedings. Ex. O
19. Attorney Monteleone withheld material text messages between Andy Lord, Matt Dibiase and Craig Mathieson regarding the escrowed funds for paving from the tribunal in violation of M.R.P.C. 3.3(d) – Duty to disclose adverse evidence to the tribunal in Ex Parte proceedings. See Frivolous Claim #1 Ex. C at 3 ¶ 24, 26-27, Ex. D at 1 ¶ 5
20. Attorney Monteleone withheld material text messages between Andy Lord, Matt Dibiase and the Defendant regarding Drew Pierces removal of his possessions from the garage from the tribunal in violation of M.R.P.C. 3.3(d) – Duty to disclose adverse evidence to the tribunal in Ex Parte proceedings. See Frivolous Claim #4 Ex. F at 18-20 ¶ 77, 78, 80, 81, 88, 90
21. Attorney Monteleone withheld material text messages between Andy Lord and the Defendant regarding why the Defendant wasn't closing from the tribunal in violation of M.R.P.C. 3.3(d) – Duty to disclose adverse evidence to the tribunal in Ex Parte proceedings. See Frivolous Claim #2
22. Attorney Monteleone withheld the Sheriffs Report from the tribunal in violation of M.R.P.C. 3.3(d) – Duty to disclose adverse evidence to the tribunal in Ex Parte proceeding. See Frivolous Claim #4 Ex. L

ATTORNEY MISCONDUCT – 5/20/21 Motion to Dissolve Hearing

23. Attorney Monteleone committed perjury when Justice O'Neil asked him, "Is there an affidavit from your client that says I thought the basecoat and paving was blacktop" and Monteleone responded, "*There is your honor*" Ex. V at 5 ¶ 81-84 Attorney Monteleone intentionally misled Justice O'Neil because he was well aware that Drew Pierces's affidavit states no such thing nor is there any evidence that supports this claim and a mountain of evidence that contradicts it. See

Frivolous Claim #1-2. This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d) Ex. S ¶ 5-10

24. Attorney Monteleone committed perjury during the May 20th, 2021 Hearing when he stated, “*Under the supplemental affidavit of Mr Andy Lord identifies that the understanding of the buyer was that the driveway would be paved with basecoat and require an installation of hot mix asphalt coating because the reference of finishing the top coat in six months to a year suggest the attention was to install coating other than base material*” Andy Lords affidavit states that he understood this information not the buyer. Furthermore, this paragraph of Andy Lords affidavit is copied almost word for word from the expert witnesses affidavit and completely contradicts the evidence. See Frivolous Claim #1 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d) Ex. V at 7-9 ¶ 1, Ex. R ¶ 19, Ex. S ¶ 4

25. Attorney Monteleone committed perjury during the May 20th, 2021 Hearing when he stated, “*the changes that are described were contemplated within a contract they were formerly accepted in an updated spec sheet which the parties signed off on September 14* See Frivolous Claim #6 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d) Ex. N at 6

26. Attorney Monteleone committed perjury during the May 20th, 2021 Hearing when he stated, “*they did so in a manner that's consistent with the original spec sheet were a change order can be prepared by the builder and signed off by the buyers*” See Frivolous Claim #6 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d) Ex. I

27. Attorney Monteleone misrepresented evidence during the May 20th, 2021 Hearing when he stated, *“the changes that were reflected in the updated spec sheet did not reflect changes that plaintiffs requested rather they reflect changes that the prior buyer requested and then Mr. Rinaldi acting on his own accord while preparing to relist it incorporated those into the build at a point in time the Plaintiffs saw the property for the first time they saw these new features they saw this extra bedroom being built he saw this extra porch they understood what was being built reflects what they were buying and the value that they offered reflected those improvements”* See Frivolous Claim #5 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d)
28. Attorney Monteleone misrepresented evidence during the May 20th, 2021 Hearing when he stated, *“even if it draws a distinction between topcoat and basecoat it calls for bind coat that wasn't delivered”* See Frivolous Claim #1, 6 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d)
29. Attorney Monteleone misrepresented evidence during the May 20th, 2021 Hearing when he stated, *“Plaintiffs were within their contractual obligation to obtain an escrow fund what the builder failed to deliver”* See Frivolous Claim #1 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d)
30. Attorney Monteleone misrepresented evidence during the May 20th, 2021 Hearing when he stated, *“The plain language of the contract makes that clear but even if it didn't even if Mr. Rinaldi's interpretation of the contract terms are reasonable it still doesn't help him because those are terms that were drafted by Mr. Rinaldi's on the Southern Maine Construction spec sheet and Maine Law requires ambiguous terms in the contract are interpreted against the drafter these are his terms”*

See Frivolous Claim #1 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d)

31. Attorney Monteleone misrepresented evidence during the May 20th, 2021 Hearing when he stated, *“Mr. Rinaldi failed to deliver what was intended by the contract so he had no basis to terminate or to demand modifications.”* See Frivolous Claim #1 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d)
32. Attorney Monteleone committed perjury during the May 20th, 2021 Hearing when he stated, *“Nonetheless, the record and materials submitted demonstrates that not only the plaintiffs but even Mr. Rinaldi’s own Realtor agreed to work out commissions essentially bend over backwards to create new fund that he would be able to walk away with to address those concerns because the bank cannot consent to the removal of the paving asked”* See Frivolous Claim #7-8 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d)
33. Attorney Monteleone committed perjury during the May 20th, 2021 Hearing when he stated, *“Nonetheless, despite being basically compensated for everything he asked for he stated I will not close”* See Frivolous Claim #1, 7-8 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d)
34. Attorney Monteleone misrepresented evidence during the May 20th, 2021 Hearing when Justice O’Neil asked him, *“Would a layperson know that”* Attorney Monteleone replied, *“Whether a layperson would know that or not what’s clear is these are terms that Mr. Rinaldi drafted now Mr. Rinaldi wants to receive the benefit potential ambiguities from him and the law doesn’t allow it”* See Frivolous Claim #1 This conduct violates the Maine Rules of Professional Conduct 1.2, 1.16(a), 3.1(a), 3.3(a)(b)(c)(d), 3.4(a)(b)(c), 4.1(a)(b), 4.4(a) 8.4(a)(c)(d)

ATTORNEY MISCONDUCT – Request for Admissions & Interrogatories

35. Attorney Monteleone should be absolutely ashamed of himself regarding his Request for Admission responses. The first Request for Admission states, “Admit there are no text, emails or recordings that support the claim that the Plaintiffs believed the Defendant didn’t have the legal right to terminate the contract. (If any text, emails or recordings exist then please identify which one.) Ex. R ¶ 1 Attorney Monteleone objected to this request stating, “This request seeks impermissible characterization and identification of evidence.” Attorney Monteleone clearly didn’t have the right to object to this request and if he could deny it he obviously would have. The simple fact that this lawsuit has been drawn out 15 months and he doesn’t have a single text, email or recording that supports his position is unconscionable.

36. Admit that the following statement made by Andy Lord is false, “Anthony Rinaldi told me that he would not close on the contract to sell the Property to Mr. Pierce and Ms. Lariviere for \$385,000 because he wanted to make more money on the transaction by selling it to someone else at a higher price.” Ex. R ¶ 11

PLAINTIFFS RESPONSE - Qualified. On March 5, 2021, Defendant Rinaldi texted Andy Lord stating that he did not intend to close even if Rinaldi received the net \$17,800 at closing that he had anticipated. Rinaldi further stated to Lord, who had knowledge of the peak prices new real estate listings were commanding at the time, that Rinaldi “could have it [the house] sold next week,” implying a threat to sell the property to a third-party to make more money rather than satisfying his obligations

under the contract with Plaintiffs. **MISCONDUCT** – This request is very straight forward, the Plaintiffs claimed the Defendant made this statement via text but no text exist that say this or imply this in any way. Also, the Defendant was extremely clear why he wasn't closing and stated it over and over again. Attorney Monteleone's qualified answer attempts to manipulation facts and absolutely no Attorney in their right mind would ever interpret the facts in such a distorted manner. Attorney Monteleone's response really showcases exactly how abusive, manipulative and unethical he is. Ex. W at 11 ¶ 72-81

37. The Defendant asked the Plaintiffs why the paving, updated spec sheet and \$4,000 demand wasn't mentioned in their original Verified Complaint and Monteleone objected stating it's part of their litigation strategy. Judicial Estoppel is a defense not a litigation strategy and to use that objection is another massive abuse of discovery. Ex. S ¶ 2

38. The Defendant and Monteleone meet on July 22nd to discuss discovery issues and the Defendant stated, "Your facts completely change in your motion to Dissolve Hearing" and Monteleone replied, "This is the nature of learning Discovery as as we go we start with we work with what we have" Monteleone admits he completely changed his story and but claims it's the "nature of learning discovering as we go" even though the Defendant's Motion to Dissolve presents the same exact set of facts as the Defendants 3/12/21 response to the Plaintiffs demand letter. Ex. Z Monteleone hadn't learned anything new from the Defendant or Plaintiffs that he didn't know before he filed his lawsuit so that excuse proves without question that he is intentionally and willfully committing fraud on the court. Ex. W at 12 ¶ 77-78

39. The Defendant sent the Plaintiffs multiple Interrogatories asking about various things that prove both Matt Dibiase and Andy Lord committed perjury and the Plaintiffs objected to all of them stating that they don't know and cannot speak for Matt Dibiase or Andy Lord. Monteleone confirmed that his entire lawsuit is based off the affidavits of Matt Dibiase and Andy Lord but when confronted with undeniable proof that those affidavits are perjurious Monteleone's responds by saying, "is I can speak for them" The Defendant sent the following Interrogatories which were all objected to by Attorney Monteleone:

1. Why did the Plaintiff's Realtor Andy Lied refuse to talk with the Defendant the following Monday to try and close?"
2. If the Defendant demanded \$4,000 in additional funds on March 5, 2021 then why wasn't that mentioned in the original complaint?
3. How does removing the forwarded section of the financing letter clarify its content
4. Why wasn't the September 13th, 2020 updated spec sheet mentioned in your original complaint if it was agreed upon and enforceable like you claim?
5. Why wasn't the paving escrow issue brought up in your original complaint?
6. Why did Andy Lord ask Craig Matheson from RMS if the escrowed funds for paving could be removed on March 5th, 2021?
7. Can you explain in further detail what Andy Lord meant when he texted Craig Matheson on March 5th, 2021 and stated, "And technically the base coat is there, just not the finish coat"
8. Can you explain in further detail what Matt Dibiase meant when he texted Andy Lord on March 5th, 2021, "Technically it's not in contract" "Just Basecoat"

9. If the Defendant was only asking for \$9,600 regarding the paving escrow then would Matt Dibiase and Andy Lord give him \$14,550?
10. The Defendant stated he has the legal right to terminate the contract (4) times to Andy Lord on March 5th, 2021 so why didn't Andy respond stating the Defendant didn't have that right
11. If Andy Lord was not part of the 11 am private meeting on March 5th, 2021 then why did Andy allegedly offer \$2,500 of his commission to compensate for the paving during that meeting?
12. If Andy Lord wasn't part of the 11 am meeting on March 5th, 2021 then why was he checking in with Matt Dibiase via a text at 11:39 during that meeting?
13. What evidence do you have regarding code violations?
14. Can you give a detailed explanation of the proposed modification regarding the escrow you mentioned in your Opposition to Motion to Vacate Attachment 60(b)3 Fraud?
15. Can you point to any evidence that supports the alleged modification described in question #14 above?
16. What evidence do you have that the Defendant prepared and sent the Sept 13th, 2020 updated spec sheet to the Plaintiffs?
17. Why didn't Andy Lord state the Plaintiffs reason for not removing the funds from escrow on March 5th, 2021?
18. Did Janice Lariviere apply for the mortgage as her primary residence?
19. What is Drew Pierces listed profession on his loan documents?
20. Why did the Plaintiffs file an ex parte if they already notified the Defendant a month prior?
21. Why didn't the Plaintiff file a Lis Pendens instead of an ex parte?
22. Why did the Plaintiff believe the urgency requirement was justified if the Defendant was notified a

month prior and the Defendants actions hadn't changed?

23. What proof does the Plaintiff have other than affidavits that the Defendant agreed to work with the Plaintiffs after closing to correct code violations and omissions?

24. Why didn't you ask for leave of court to amend the original complaint when the Plaintiffs completely changed their story when they filed their opposition to the Defendants motion to dissolve?

25. Why did Counsel Monteleone falsely tell the court the following statements when the Defendant had emailed Counsel Monteleone multiple times attempting to reschedule mediation and Counsel Monteleone was evading the Defendant? “ *Subsequent efforts to reschedule mediation with Defendant Rinaldi, who is representing himself pro se, we're unproductive*” and. “*Defendants positions on this Motion is unknown*”

ATTORNEY MISCONDUCT – Discovery Abuse

40. Attorney Monteleone was served the Defendant's first set of Discovery Requests on 5/17/2021 and intentionally withheld the Plaintiffs Responses for over 9 months.
41. Attorney Monteleone intentionally ignored the Defendant for six months, waited for Discovery to end and filed a Motion to Enlarge with renewed deadlines that would severely limit access to discovery. During this time the Defendant emailed Attorney Monteleone on multiple occasions and even reached out directly to the Plaintiffs in an attempt to try and establish an open line of communication and negotiate in good faith.
42. The Defendant confronted Attorney Monteleone regarding his attempted fraud on the court and he agreed to remove the Fraudulent Motion to Enlarge and replace it with a Joint Motion with terms that both parties agree on. Attorney Monteleone filed a Joint Motion to Amend Scheduling order without the Defendants consent or signature and with terms that would restrict the Defendant ability to obtain discovery once again.

Understandably upset the Defendant expressed his frustration with the continued dishonestly and filed a Motion to Amend Scheduling Order that was subsequently approved. Def. Mot to Amend Sch.
43. The Defendant received a 471 page Discovery file on 2/24/22 but quickly realized the Plaintiffs withheld the vast majority of documents requested. They objected to (9) requests and the 471 page file was filled with duplicates, appeared to be intentionally disorganized and the most important documents were missing. Out of the 471 pages provided approximately 10 were of any importance. Nonetheless, after scanning through

the Discovery documents two things became apparent, first the Plaintiffs have no intentions of conducting discovery in a fair manner and second, the Plaintiffs don't have a single piece of evidence to support their position and their evidence all supports the Defendants position. .

44. Attorney Monteleone has refused to turn over any text messages between Andy and Drew and stated that Drew changes his phone and no longer has access to the messages. Drew was able to provide almost all of the text between him and the Defendant so there's absolutely no reason he couldn't provide the texts with Andy Lord as well. Furthermore, why would Drew file a lawsuit against the Defendant and get rid of his old phone and all his evidence to support his claim? It makes no logical sense to get rid of text messages that are the basis of a lawsuit immediately prior to filing the lawsuit therefore it's quite obviously that Drew is intentionally withholding material evidence. Also, all the texts between Drew and the Defendant prior to November were missing as well and Attorney Monteleone gave the exact same excuse when questioned, that his dog ate his homework, I mean Drew changed phones and doesn't have those text either.

45. Attorney Monteleone has refused to turn over any text messages between Derek Ray and Drew for the same reasons stated above.

46. Aside from the original discovery requests the Defendant submitted a Request for Admission (6/7/22), 2nd Set of Interrogatories(6/7/22)and a Request for Documents(2/28/22) all of which have resulted in very little information.

47. The Defendant emailed Attorney Monteleone many times regarding his refusal to provide discovery and rarely does Monteleone address any of the Defendant's concerns.

48. Attorney Monteleone has objected to 46 requests and provided 24 evasive answers giving a total of 70 unanswered requests out of 95 total. This lawsuit has dragged on over 15 months and I've only received a couple pages of discovery that actually matters.

ATTORNEY MISCONDUCT – Fabricated Evidence

49. Updated Spec Sheet – See Frivolous Claim #6 .

50. The Plaintiffs made the following statement during their Opposition to the Defendants Motion to Vacate 60(b) Fraud, “Such email signature is wholly consistent with the header at the top of the email showing that the financing letter had been forwarded by Andy Lord. In fact, the financing letter was forwarded by Andy Lord to counsel, with the subsequent email forwarding information omitted for clarity.” The Defendant wants the court to recognize that contradiction in this statement, Counsel claims the email is consistent with forwarded emails but then states that the forwarded section was removed for clarity. Essentially the Plaintiffs are admitting they edited evidence without notifying the Defendant or the court and they fail to explain why this is this is the only edited email submitted in the Discovery File Sent. The Plaintiffs then goes on to state that the minor inconsistencies pointed out by the Defendant serve to verify its authenticity. The Defendant is unsure how illegally tampering with evidence and unexplained inconsistencies help verify the financing letters authenticity.

ATTORNEY MISCONDUCT – Discovery Meeting

The Defendant meet with Attorney Monteleone to discuss Discovery issues on 7/22/22.

The following entries are from the Discovery Meeting:

51. RINALDI: Your whole entire case is founded on their affidavit alone I'm sending you proof from your witnesses that prove those affidavits are inaccurate and your responses is I can't speak for them

MONTELEONE: But your understanding interrogatory the purpose of an interrogatory you're asking a party to swear or affirm under oath what they know someone can't swear under oath what they heard via hearsay from someone else they can only swear to what they know that's why we object because your asking the plaintiffs to swear under oath too things that were in Andy's brain not in Drew's brain and he can't do that

RINALDI: So it doesn't concern you that

MONTELEONE: There was a point in time when Andy was our agent and we could have that kind of collaborative discussion but he's not our agent anymore because he no longer works for Drew so now he's just a third-party at this point

RINALDI: But your lawsuit is based on Matt and Andy

MONTELEONE: I understand but the litigation process provide you tools for which you can get information but the interrogatory of Drew isn't it because Drew doesn't know and cannot answer the question under oath about his personal knowledge

RINALDI: Why did any Lord ask Craig Madison from RMS if the escrowd funds for paving

MONTELEONE: What number is this so why did any Lord have a conversation with Craig Mathieson how does Drew know why any Lord had a conversation with Craig

Matheson RINALDI: He works for Drew and he does what he's direct to do and Andy said under oath that he had nothing to do the paving on that day and nothing to do the meeting and yet he actually met privately with Lincoln

MONTELEONE: You think because Andy works for Drew or worked for Drew at the time of that conversation that Drew knew everything that Andy was doing and the reasons why he was doing it, is that what your saying

RINALDI: I'm saying 80 text point to one conclusion and Andy's own testimony he saying the opposite of this

MONTELEONE: Okay that's fine but the point of this is the text point to a conclusion and you're asking Drew to make a conclusion about something he doesn't know

MONTELEONE: You're asking Drew to make a sign statement about what he knows. Drew doesn't know Andy knows there are tools where he can get that information from Andy Drew doesn't know so we objected stating the plaintiffs do not know and cannot speak for what in Andy Lord's head

RINALDI: So is not concerning to you that your whole entire is based off affidavit and these texts show that those affidavits are perjurious that doesn't concern you

MONTELEONE: disagree with your characterization of the affidavit and my whole entire case is based on the entire record which will be presented and supported with additional material when we go to summary judgment

RINALDI: Wow, wow, oK Ex. W ¶ 94-117

52. MONTELEONE: But your understanding interrogatory the purpose of an interrogatory you're asking a party to swear or affirm under oath what they know someone can't swear

under oath what they heard via hearsay from someone else they can only swear to what they know that's why we object because your asking the plaintiffs to swear under oath too things that were in Andy's brain not in Drew's brain and he can't do that

RINALDI: So it doesn't concern you that

MONTELEONE: There was a point in time when Andy was our agent and we could have that kind of collaborative discussion but he's not our agent anymore because he no longer works for Drew so now he's just a third-party at this point

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MONTELEONE: I understand but the litigation process provide you tools for which you can get information but the interrogatory of Drew isn't it because Drew doesn't know and cannot answer the question under oath about his personal knowledge

RINALDI: Why did any Lord ask Craig Madison from RMS if the escrowd funds for paving

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RINALDI: So is not concerning to you that your whole entire is based off affidavit and these texts show that those affidavits are perjurious that doesn't concern you

MONTELEONE: disagree with your characterization of the affidavit and my whole entire case is based on the entire record which will be presented and supported with additional material when we go to summary judgment

RINALDI: Wow, wow, oK

53. RINALDI: No you said it something that I prepared created and sent them and that's just not the case they sent it to me

MONTELEONE: no I didn't I think you need to look at those words more carefully because you are misreading them you should look at them and none of this is a discovery issue

RINALDI: In discovery if you're notified that some is wrong

MONTELEONE: No no (raised voice) your attempted to tell me something's wrong and I'm telling you it's not wrong if you want to do something about it you're more than

welcome to is not wrong we talked about that so tell me about other concerns you have
Ex. W ¶ 31-35

RINALDI: Admit the following statement made by Andy Lord is false Anthony Rinaldi told me that he would not close in the contract to sell the property to Mr. Pierce and Mrs. Lariviere for \$385,000 because he want to make more money on the transaction by selling it to someone else at higher price

RINALDI: Now in your original complaint it says that I texted him that statement you go to the text and that doesn't exist your response that I texted him and I told him that I could have it sold next week because he said to me is better take some money then lose the property so that was

MONTELEONE: I understand that you have your interpretation of what's happened we don't have to get into this is a gray area you have your interpretation and we have our interpretive they both have a plausible these various things come to be and that means there's nothing more to talk about with our discovery response

RINALDI: That's patently false you have there is a threshold standard for lawyers what would the average lawyer look at this if you're 1 lawyer looking at this way and the other 99.9 look at it the other way you can't say it's a gray area when a logical or prudent man wouldn't look at it that way you look at things I mean Andy never texted me that so that should be admitted he never text me that clear as day there's no text that says that so

MONTELEONE: That's why it's qualified

RINALDI: But the qualification that is legitimately the biggest stretch of all time I was very clear why wasn't closing your original complaint is founded on that one text right

that you put any other evidence of an eviction or any text like that. All you had was affidavits and you point to this one text, that does not exist I was very very clear why I wasn't closing I stated things over and over again so when he said so when he says I'm not closing because I want to sell to someone else for more money and in your complaint you claim there is a text that alludes to that it's crazy to think that that's not false I don't see how anyway you can twist it to make it works, Ex. W ¶ 72-77

LEGAL STANDARD

According to M.R.Civ.P Rule 66 “Contempt” includes but is not limited to (i) disorderly conduct, insolent behavior, or a breach of peace, noise or other disturbance or action which actually obstructs or hinders the administration of justice or which diminishes the court’s authority; or (ii) failure to comply with a lawful judgment, order, writ, subpoena, process, or formal instruction of the court. Contempt of court may be defined as an act which is calculated to embarrass, hinder or obstruct a court in the administration of justice or which is calculated to lessen its authority or dignity.” In re Bernard, 408 A.2d 1279, 1281 n.2 (Me. 1979) citing In re Holbrook, 133 Me 276, 280 (1935).

Rule 66 provides three different types of procedures: (1) summary procedures for contempt occurring in the actual presence of the court, in which both remedial and punitive sanctions may be imposed summarily; (2) plenary proceedings for contempt occurring either outside the court's presence (required) or within it (optional), seeking

either (a) remedial or (b) punitive sanctions. See *Desjardins v. Desjardins*, [2005 ME 77](#), ¶ 6, [876 A.2d 26, 28](#)

Rule 66(c) Plenary Proceeding for Punitive Damages - plenary proceeding under this subdivision must be used when punitive sanctions are sought for contempt occurring outside the presence of the court. A proceeding under this subdivision may be used when punitive sanctions are sought for contempt occurring in the presence of the court and must be used when a punitive sanction in excess of that provided in subdivision (b), paragraph (3) is contemplated.

(3) Punitive Sanctions. The court may impose a punitive sanction that is proportionate to the conduct constituting the contempt. In a summary proceeding the court may impose a punitive sanction that consists of either imprisonment for a definite period not to exceed 30 days or a fine of a specified amount not to exceed \$5000 or a combination of imprisonment and fine

COURTS AUTHORITY TO IMPOSE

Battryn v. Indian Oil Co., 472 A.2d 937, 941-42 (Me. 1984) (holding that trial court had inherent authority to impose sanctions against attorney for discovery abuses); Maine authority has established that courts of record have inherent contempt power. In *Re Holbrook*, [133 Me. 276, 283](#), [177 A. 418, 420](#) (1935); *Morrison v. McDonald*, 21 Me. 550, 556 (1842); *Glassman*, *Maine Practice*, § 42.1 at 384 (1967). In addition, 4 M.R.S.A. § 114 (1979) expressly provides that the Superior Court may punish for contempt. A commonsense consideration of the policy underlying the concept of contempt of court

reveals that no one court can exercise exclusive jurisdiction over contempt proceedings. Under M.R.Crim.P., Rule 42(a), a court may summarily punish a criminal contempt if the conduct constituting the contempt was committed in the presence of the trial justice. This power of a court is directed toward misbehavior that brings that particular court into disrepute and that interferes with the orderly conduct of that court's business.

CONDUCT CONSTITUTING CONTEMPT

A lawyer who seeks excessive discovery given what is at stake in the litigation, or who makes boilerplate objections to discovery requests without particularizing their basis, or who is evasive or incomplete in responding to discovery, or pursues discovery in order to make the cost for his or her adversary so great that the case settles to avoid the transaction costs, or who delays the completion of discovery to prolong the litigation in order to achieve a tactical advantage, or who engages in any of the myriad forms of discovery abuse that are so commonplace is . . . hindering the adjudication process, and . . . violating his or her duty of loyalty to the “procedures and institutions” the adversary system is intended to serve. All in all, we find it surpassingly difficult to conceive of a more appropriate use of a court’s inherent power than to protect the sanctity of the judicial process— to combat those who would dare to practice unmitigated fraud upon the court itself. To deny the existence of such power would, we think, foster the very impotency against which the Hazel-Atlas Court specifically warned. *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1119 (1st Cir. 1989).

REMEDIAL / COMPENSATORY

(C) A remedial sanction is a sanction imposed to coerce the termination of an ongoing contempt or to compensate a party aggrieved by contempt. (4) Remedial Sanctions. The court may impose remedial sanctions of the kind specified in subdivision (d), paragraph (3) of this rule.

3) Remedial Sanctions. The court may impose any of the following sanctions on a person adjudged to be in contempt in a proceeding seeking remedial sanctions.

(A) Coercive Imprisonment. A person adjudged to be in contempt may be committed to the county jail until such person performs the affirmative act required by the court's order.

(B) Coercive Fine. A person adjudged to be in contempt may be assessed a fine in a specific amount, to be paid: (i) unless such person performs an affirmative act required by the court's order; or (ii) for each day that such person fails to perform such affirmative act or continues to do an act prohibited by the court's order.

(C) Compensatory Fine. In addition to, or as an alternative to, sanctions imposed under subparagraph (A) or (B) of this paragraph, if loss or injury to a party in an action or proceeding has been caused by the contempt, the court may enter judgment in favor of the person aggrieved for a sum of money sufficient to indemnify the aggrieved party and to satisfy the costs and disbursements, including reasonable attorney fees, of the aggrieved party.

PUNITIVE

(B) A punitive sanction is a sanction imposed to punish a completed act of contempt or to terminate any contempt which obstructs the administration of justice or diminishes the court's authority. (3) Punitive Sanctions. The court may impose a punitive sanction that is proportionate to the conduct constituting the contempt. In order to impose a punitive sanction, the court must find beyond a reasonable doubt that (A) the alleged contemnor has intentionally, knowingly or recklessly failed or refused to perform an act required or has done an act prohibited by a court order; and (B) it was within the alleged contemnor's power to perform the act required or refrain from doing the prohibited act.

Under Maine law, punitive damages may be awarded for tortious conduct only if the defendant acted with malice. *Shrader-Miller v. Miller*, [2004 ME 117](#), ¶ 20, [855 A.2d 1139, 1145](#). The plaintiff has the burden of proving by clear and convincing evidence that the defendant was motivated by ill will toward the plaintiff, or acted so outrageously that malice could be implied. *Tuttle v. Raymond*, [494 A.2d 1353, 1361, 1363](#)(Me. 1985). We conclude that the court did not clearly err in finding malice. In disregard of the prior judgment, the Wentworths continued to use the driveway as an easement. They brought in a backhoe to remove boulders blocking the driveway and cut small trees to clear an area fifty feet by twenty-five feet wide. Based on this conduct, the court could properly award punitive damages to Sebra. The authority to award attorney fees may be based on "(1) a contractual agreement between the parties; (2) a specific statutory authorization; or (3) the court's inherent authority to sanction serious misconduct in a judicial proceeding." *Truman*, [2001 ME 182](#), ¶ 13, [788 A.2d at 171](#). [¶ 18] I the present case,

there was no contractual agreement, statutory basis, or serious misconduct arising in this judicial proceeding to support an award of attorney fees. Although the Wentworths' actions were malicious towards Sebra, they were not abusive of the litigation process. See *Baker v. Manter*, [2001 ME 26](#), ¶ 16, [765 A.2d 583, 586](#) (concluding that attorney fees were not appropriate because "[w]hen the litigant acts outside of the proceedings in contempt of the court's order, or with malice toward other parties, other remedies are available"). Such sanctions must be "proportionate to the conduct constituting the contempt". [Me. R. Civ. P. 66\(b\)\(3\) \(c\)\(3\)](#). In *Harris*, we affirmed a \$1,000,000 punitive damages award — based on the "severe" reprehensible conduct of a landlord which caused both mental distress and property damages to tenants — of a ratio of sixteen to one (comparing the punitive damages award to the actual harm, as measured in compensatory damages). *Harris*, 2000 ME 150, ¶¶ 31-33 n. 21, 756 A.2d at 508-09 (surveying punitive awards in other jurisdictions in which awards as high as 100 to one were upheld). [¶ 59] In *Shrader-Miller*, we affirmed a ratio of seven to one (a \$10,000 punitive damages award and a \$1500 compensatory damage award), noting that the defendants' conduct was not as reprehensible as the conduct in *Harris*. *Shrader-Miller*, 2004 ME 117, ¶ 24, 855 A.2d at 1145-46.

COMPENSATORY DAMAGES

U.S. Bank v. Janelle, 2:20-cv-00337-JAW (D. Me. Jan. 14, 2021)

Colquhoun v. Weber, 684 A.2d 405 (Me. 1996)

Baker v. Manter, [2001 ME 26](#), ¶ 16, [765 A.2d 583, 586](#)

Sebra v. Wentworth, 990 A.2d 538 (Me. 2010)

Attorney Fees: \$19,089.75 Ex. AA at 1-2

Escrow Agent Fee –\$2,000 Ex. AA at 8

Summary Judgment Filing Fee \$225

Rule 60(b) fee \$60

Pre Judgement Interest of 3.29% = \$4,659.28 Ex. AA at 9

Total Compensatory Damages \$26,034.03

PUNITIVE DAMAGES:

Brown v. Halpern, 202 A.3d 687 (Pa. Super. Ct. 2019)

Harris, 2000 ME 150, ¶¶ 31-33 n. 21, 756 A.2d at 508-09

Shrader- Miller, 2004 ME 117, ¶ 24, 855 A.2d at 1145-46.

Total Punitive Damages \$26,034.03 x 9 = \$234,306.27

Total Damages – \$260,340.30

CONCLUSION:

The actions described by the Defendant herein were not the actions of a confused lawyer rather of one acting in a knowing, intelligent and deceptive manner. The Defendant provided clear and convincing evidence that Attorney Monteleone conspired with Drew Pierce, Janice Lariviere, Andy Lord and Matt Dibiase in an attempt to defraud the Defendant. Attorney Monteleone's contemptuous conduct occurred both inside and outside the presence of court as he repeatedly and intentionally violated the Maine Rules of Professional Conduct. As such, the Court shall find the Defendant has met all elements necessary to prove and sustain an action for contempt and award the Defendant compensatory and punitive damages as a Matter of Law.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

X

Anthony Michael Rinaldi