

1. RINALDI: Ok, to start I think Andy texted me a couple hundred times I think Drew texted me a couple hundred times and both of them its their primary form of communication on their it says you provide me all of the text. I find it very hard to believe they've never text each other. One time Drew was on his way and Andy told me Drew just texted me that he's on his way, or he would come often and take pictures and text them to Drew right in front of me obviously I have received those and I don't know if you guys are implying that they never text each other it just seems pretty far-fetched and the
2. MONTELEONE: What I told you let's address each thing one at a time as we've previously talked about Drew changed his phone and he's got limited access to things that were on his old phone, now
3. MONTELEONE: I can't speak for what's on Andy's phone I reached out to Andy to try and obtain what's on his phone but he no longer our real estate agent he's not exactly bound by anything so he didn't deliver he hasn't delivered it so I don't know what Andy has my recollection is that there were messages that were shared that were between Drew and Andy
4. RINALDI: Those were emails a couple of emails, I mean he has all the text from me dating back to November all the way up to March 5th so I mean so pretty much almost the entire time he has text with me so to not have any text with him between Andy and him I mean at all zero if he doesn't have any between them he shouldn't have any between me you know I don't see why you'd be able to retrieve mine and not his with Andy

5. RINALDI: and also Andy I know is not a party but he is one of your main witnesses I get that you can't compel him to but at the same rate your case hinges on Andy and Matt's testimony I just going through it I was really surprised that I didn't have any text from them considering how often they text
6. MONTELEONE: That points well taken I will circle back and try to understand why I don't have anything between Drew and Andy, I can't twist Andy's arm to produce those and I'm not required to by the court rules to do so
7. RINALDI: I understand that but ya know to not provide me those messades texts between those are high-value messages it seems very odd to me
8. MONTELEONE: I'll do a follow-up inquiry to understand what's happening there and if there's anything that I haven't provided I will get you immediatley
9. RINALDI: Next thing I want to mention was the updated spec sheet I know you said Drew doesn't claim it's a dotloop document or something along those lines I could be misquoting you but anyways when you were at the motion to dissolve hearing you told the judge that I created it sent to them and they signed it and accepted it and yet I haven't seen any pages with signatures on it I've only seen the last two initial pages and if you look at all the addendums I think there is three or four addendums attached to the lawsuit and there all dotloop document they all have the initials on the last page and they all start with a first page which is the signature page so
10. RINALDI: In September I sent an updated spec sheet to Matt and didn't direct him to send it to them didnt direct him to do anything I legitimately just sent the updated spec sheet because after going under contract they right away started saying they'd like this and they like that so I sent that to him I never sent it to them nor did I ever direct him to

send it to them someone took that spec sheet and created a dotloop file with it and sent it to me. Drew and Janice signed in September they sent it to me in February and I have text that I've pointed to where Andy says that was signed by Drew in September you were supposed to sign it then and alluding to the fact that I never signed it I went through all my emails all my dotloop and everything that's addendum 1 is that document there's absolutely not another document that exists everything we do is done through dotloop all the signatures and everything there's no record of me emailing them which I didn't there's no record of me directing anybody to send that to him in the change order in the meeting with the judge you said it was consistent with the change order and the change order says that both parties have to sign it so regardless I never prepared that file I created the original spec sheet but that dotloop file with that in it and again on February 23 Matt sent me that addendum with their signatures not mine I never signed it I refused to sign it and it's the same document I get where you might be confused to some extent but the evidence is pretty clear that I never sent it to them I never created it I created the spec sheet the spec sheet was there and created before we even went into the contract they had the option from those two so they didn't want to pay for the bigger one so they got it under contract for the smaller one and prior to that met with August 5 thing the plan was to sell it for well into the \$400k all that was done while not having a clue what they were willing to offer or where they were going with this but nonetheless on the last page of exhibit a drew exhibit a and says right on it on the initials dotloop verified it's a dotloop document and all dotloop documents have a signature page and you told the judge that they signed it and there's no proof that I've seen that any different from what I'm saying and all the text and everything show I know it's something that we've gone back and forth

with but I just don't see another way to look at it considering I have the email they don't proof that it's a dotloop its right on there if it was an addendum 1 that has to have a signature page so if its not addendum 1 then they should have provide a signature regardless they took page 1 off of it submitted it with an affidavit and made it appear like it was something it wasn't because adding a signature page without my signature looks awful funny they remove that whether you are aware of it or not that was done

11. MONTELEONE: I understand what you're saying but the meeting were having right now is focused on concerns you have with discovery procedure so what's the discovery procedural issue

12. RINALDI: The issue is with discovery when you're notified I can cite it when you're notified about something that I've received whether its through the pleadings or the motions if I've received that

13. MONTELEONE: We've already addressed that what I've submitted to the court is and I stand by that whatever I reflected and represented in that document is 100% accurate as to what it was and what it was offered to the court

14. RINALDI: That's absolutely false you Im sending you proof that it's not

15. MONTELEONE: Okay okay so the point is that were not talking about something that I haven't given you were not talking about something I mean were talking about some that ultimately for the judge to decide there's nothing more that I can offer you on that except to tell you that I disagree with you I believe that was represented 100% accurately and beyond that you can make your case to the judge during your summary judgment proceedings

16. RINALDI: you told the judge that they had signed it but I've never seen any document signed so
17. MONTELEONE: As we have discussed via email we walked through exactly what the affidavit says what exhibit a is exhibit a is the updated spec sheet (10:23) document that is attached as exhibit a is an updated spec sheet it says it was signed by them it is in fact signed by the I describe it for what it is
18. RINALDI: where is it signed by them there's initials
19. MONTELEONE: Right on the last page
20. RINALDI: those are initials that's not signatures those are initial
21. MONTELEONE: I disagree a signature is anything they could insert smiley face
22. RINALDI: So the fact that all dotloop documents are signed with signature page the fact that that omitted and it's clearly a dotloop document thats not concerning to you
23. MONTELEONE: No not it was represented for exactly what it was
24. RINALDI: Yeah but if it's missing a page then it's not because it's dotloop document it clearly shows that on the last page every page is a dot loop thing on the top so where is the dotloop signature page that comes with every single dot loop document there is
25. MONTELEONE: **You show me because not on the page it's not on the document that you sent me either**
26. RINALDI: **Yes it is**
27. MONTELEONE: **where**
28. RINALDI: **It's page 1 it's addendum one it's page 1 I can pull up my actual dollop account shows all the documents that was sent back and forth between us and it was sent to me on February 23 sent you**

29. MONTELEONE: Right so it didn't as I said before it didn't represent that the document was addendum 1 it didn't say that this is a true and complete copy of addendum 1 it said this is a true and complete copy of the updated specs sheet those two things are different you can disagree with me

30. RINALDI: But your represent to the court

31. MONTELEONE: I represented to the court 100% accurately that it's a spec sheet not the addendum

32. 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

33. 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

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

35. 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

36. RINALDI: Okay well another concern I have there's quite a few text missing from the ones that Drew sent me there's ones where I'm saying you can move stuff into the house if you'd like after he had moved stuff in the garage and several other ones that kind like in the Lord were removed almost you know surgically so

37. RINALDI: You have a record of all those documents right

38. RINALDI: I can send you I just notice his last night so can send you

39. MONTELEONE: So there's nothing that we've deprived you of that you don't otherwise have

40. RINALDI: Yeah but if you're sending me discovery is you have to worry that things have been removed from it but yes we can move on from there

41. RINALDI: Text between Drew and Derek I haven't seen any of those and I know it goes back to the Andy Lord thing just one might want to mention that to them and asked them

42. RINALDI: I know in the financing you seem to think that none of the financing issues have anything to do with the breach but that's I get that you can object to it but at the same rate that's 100% discoverable items if I can prove that that contract was entered on fraud then it's voidable or void I get your position but to deprive me of that I don't know what he did for work I don't have his tax returns I have any of that and when you said the bank refused to give you the mortgage information at least send me that email so I can least verify that you did try and in fact they did deny you and I haven't seen that as well which issued

43. MONTELEONE: I called them I use the telephone and i have expressed my objections to that I mean all those documents I understand that you can express your theory that somehow you can unwind the contract issues that are actually in dispute here with things that happened nine months ago with parties that you weren't engaged with but the fact is that has nothing one that sensitive financial information is not like it's just common public info number one number two it has no bearing whatsoever on this case because even if and to be clear there is not but even if under some hypothetical universe there's a document that proved complete fraud(16:20) in the mortgage process even that doesn't forgive your breach of the contract because you were not privy to the contract between

the bank and the borrower you not a party in interest to that have no standing to take that apart until such a time that the bank denies the loan and says were not issuing money when the bank turns them down then that becomes a matter between the buyer and the seller then you can start the procedure to do when the bank back out that didn't have as a result everything to do with the application has nothing to do whatsoever with our case so far I've heard nothing from you to suggest otherwise

44. RINALDI: completely disagree but I get that that that your stance there is the financing contingency clause that they didn't meet so I don't know why that is in and part of a purchase and sale contract that they secure financing(17:30)

45. MONTELEONE: and they secured financing and gave you proof of it

46. RINALDI: But if they did that by lying to the bank then the foundation of the contract is based on fraud it voids the contract

47. MONTELEONE: No it doesn't

48. RINALDI: disagree but I don't see how it's non-discoverable information

49. MONTELEONE: It's objectable and we've objected to it

50. RINALDI: ok all right so I'll go to the latest plaintiffs response to the defendants request for admissions number 1 **admit that there are no emails text recordings there you cited limit request for admissions to matters that relate to statements or opinions of fact or of the application of law to fact this request seeks impermissible characterization and identification of evidence.**

51. RINALDI: So I'm asking if you if there's any email text or recordings that support your case I don't see how that's objectable in any way shape or form

52. MONTELEONE: Because that's not fact or law your only allowed to ask about facts
Drew did this or Rinaldi did that a fact that's relevant to the case or law, that's
evidence evidence that would show a fact so admissions by rule are not the proper
place to seek a statement the characterization of the availability of evidence so we've
objected because by the rule that an improper use of an admission
53. RINALDI: In 36(a) I didn't see anything about mischaracterization of evidence it's pretty
broad the discovery.
54. MONTELEONE: I think I quoted the specific language and I interpret that language
differently
55. RINALDI: Okay I guess were settled on 1 and 2 (19:45)
56. RINALDI: Number five admit the possession prior to closing addendum lacks
consideration it's for zero dollars so and no consideration has ever been discussing in any
way shape or form and when I signed it I was told by both realtors need to sign this to I
know I obligated by what I signed but you need to sign this so they could put the pod on
the property so I just quickly signed it but again it was for zero dollars so it does lack
consideration
57. MONTELEONE: I'm sorry that you disagree with the answer that I gave you but we
disagree as a matter law
58. RINALDI: So what's the consideration then
59. MONTELEONE: The consideration is from preventing a breach and termination of the
contract that you needed
60. RINALDI: So let them have possession for what how would I be I don't get how that
would be to prevent a breach

61. MONTELEONE: Here's how admissions work if I have a good faith basis to deny it I'm going to deny it I owe you no explanation for my denial whatsoever denied is a complete response to your request for admission we denied that admission
62. RINALDI: Should I not bother going over any of the denied.
63. MONTELEONE: I'll tell you the same thing we had a good faith basis to deny it and a denial is a complete response to a request for admission
64. I give you a request for admission and you deny it and then I give you evidence that that is false you are obligated to correct the record but
65. MONTELEONE: No I'm obligated to not present incorrect evidence to the court because there's no record until we deliver the record to the court
66. RINALDI: I get that I understand that I may have said it improperly im just going to pull up the 26(e) supplementation of responses a party
67. FILL IN
68. So yes you're required to supplement your answer if I can provide you evidence that it's wrong
69. MONTELEONE: I'm responsible to supplement my request to discovery if you could show me proof that it's wrong
70. RINALDI: Okay so my proof is that there zero dollars on it and it lacks consideration you disagree so we can move
71. MONTELEONE: I understand your theory but you don't understand the scope of what is considering so that's correct we have a good faith basis to denial I'm happy to talk about each one of these and I'll tell you because I'm anticipating that you want to have this technical discussion and I was certainly anticipating that when I made those denials I'm

happy to talk about each one but each one of them was made with good faith after reviewing your theories that you put out into them

72. RINALDI: Okay so if you're confident that your answer isn't going to change I won't go over these ones ill go over the next issue. (24:19) admit the following statement by any Lord is false 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

73. 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

74. 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

75. 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 I**

76. MONTELEONE: **That's why it's qualified**

77. **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, regardless your facts completely change in your motion to dissolve hearing
78. **MONTELEONE:** This is the nature of learning discovering as we go we start with we work with what we have
79. **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.
80. **MONTELEONE:** thats why we updated it, Im sorry you feel that way
81. **RINALDI:** it's not a feeling it's simple I don't see anyone who can look at this
82. **MONTELEONE:** It's your belief and you've asked the judge to do just that to look at it and conclude that we are wrong so your summary judgment motion will do just that isn't that what's this process is for you don't have to convince me you need to convince the court. (27:54)
83. **RINALDI:** Yeah but during discovery it shouldn't be one-sided discovery where I'm just sending you everything I have and I'm literally clawing to get you to admit to the most basic things
84. **MONTELEONE:** Why would we admit to something that we disagree with

85. RINALDI: That's not disagreeing that's not disagreeing that's literally manipulating the facts that's not
86. MONTELEONE: No we believe you are manipulating the facts your mischaracterization
87. RINALDI: How how tell me how tell me how manipulating facts
88. RINALDI: Tell me how manipulating facts have yet to hear
89. MONTELEONE: This hasn't doesn't have anything to do with discovery so tell me your next discovery concern
90. RINALDI: I've yet to hear one thing that you've refuted of mine or have twisted facts or done anything of the like
91. MONTELEONE: Because I'm saving those issues to present to the court because I don't need to convince you of my case I only need to convince the judge of my case so I'm going to do that I don't need to prove to you that you're wrong I need to prove to the judge that your so working have a conversation with the court it's not I don't need to have a conversation with you so I'm not having with you I'm willing to give you the time you need if you want to have a conversation with me but you're not going to persuade me otherwise You're not going to persuade me that we have a different on the fact that you have cited and ultimately I don't believe any of these facts that were discussing have any bearing or change the outcome of the case so this meeting is for the purpose of discovering discovery procedure so I welcome talk about the objections and responses
92. RINALDI: these denials you are clearly going to say the same things so I'm not evening going to go down that road the Interrogories I believe you denied all of them (30:33)

citing work product privilege and litigation strategy I research that thoroughly and I don't see how that applies to any of those

93. MONTELEONE: there's a couple that I denied on work product doctrine but most of them I denied because you were well over your 30

94. RINALDI: I get that but the 10 of them that you responded to everyone's objected and the ones about Andy and Matt and the text and all that 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

95. 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

96. RINALDI: So it doesn't concern you that

97. 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

98. RINALDI: But your lawsuit is based on Matt and Andy

99. 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

100. RINALDI: I was under the impression with interrogatories interrogatories however you say it all the information that you have on your side that your to answer

them with the information you have of the situation so not asking to swear an oath to that everything Andy saying is true or whatever 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 contradict by their own words and to not even acknowledge or respond seems crazy

101. MONTELEONE: But none of that is what Drew or Janice know you
102. Rinaldi: i get that but you have a duty of candor and a duty to file proceeding
103. MONTELEONE:: This is the duty of candor what do you think that there going to learn what you tell them of an answer back what they just read.
104. Rinaldi: I'm sending them their own texts recordings of them talking
105. MONTELEONE: That's not what you're asking for asking for things that are much more specific than the asking for and bear with me so I can pin it down specifically(34:36)
106. MONTELEONE: you're asking for example why did Andy Lord refuse to talk with the defendant
107. RINALDI: I get that one the other ones ones
108. RINALDI: Why did any Lord ask Craig Madison from RMS if the escrowd funds for paving
109. 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
110. 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

111. 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
112. RINALDI: I'm saying 80 text point to one conclusion and Andy's own testimony he saying the opposite of this
113. 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
114. 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
115. 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
116. 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
117. RINALDI: Wow, wow, ok
118. MONTELEONE: Not a single piece of that additional material will be new to you you will have reviewed and seen every single piece of paper that we put in front of the court to demonstrate why we are entitled to summary judge and put this to an end that's where were going to address these theories discovery provides some narrow avenues to

get information interrogatories are the personal information of the person signing them
and Drew doesn't know this question so we objected to them

119. RINALDI: Some submitting a letter requesting discovery hearing so I can file a
motion to compel for the request for admissions

120. RINALDI: I'm also filing a motion for a protection order so I don't have to do the
deposition some guessing your post to that

121. MONTELEONE: I told you that I was going to circle back to you about text
message between Drew and Andy so that's one I hear your issue and I will work with you
to correct it to see if there's something that's been missed so I'll object to that being in
other words the court doesn't need to weigh in on that issue as were still working with
you to try I hear what you're saying and I'm working with you to get that solved

122. RINALDI: It's been 15 month so

123. MONTELEONE: understand what you're bringing that admission to my attention
today on July 22 you have not mentioned that specific

124. RINALDI: Yes I have I mentioned that in February I could show you the emails
multiple times where the text between and I responded to you with what's going on of the
messages in this is the first time we followed up with a subsidence conversation about
that

125. RINALDI: I've wrote to you multiple times about these messages

126. MONTELEONE: No you have not

127. RINALDI: I can send you those dates

128. MONTELEONE:vPlease do

129. RINALDI: I believe February is the first one

130. MONTELEONE: I'll wait on you and I'll read them when you send them to me
131. But again I'm guessing you're opposed to the request for a discovery hearing
132. MONTELEONE: I welcome a discovery hearing
133. I just need to put on it whether it's opposing so that's why I'm asking
134. MONTELEONE: You can let the court know that we've met and conferred in on working with you on your request regarding the text messages but your concerns remain unresolved to the objections we raised
135. MONTELEONE: So what your basis for the request for protection for the deposition I haven't heard any objection or concern as to the deposition
136. RINALDI: Well unduly burdensome harassing you had 15 months to discover you filed the day after discovery expired in January file for shortened deadline in February you filed the joint motion and stated you needed some extra time so I can get some discovery but make no mention of yours only after I mentioned to you that on filing summary judgment did you start hammering me with all this paperwork but also it's been a one-sided discovery this whole time I've been sending you stuff for
137. MONTELEONE: what discovery request of mine have you responded to
138. RINALDI: I've been willingly giving you
139. MONTELEONE: That's not discovery that's great you sent me stuff but you didn't receive responses from me until June so we haven't even had a conversation about what you responded too so how's that one-sided because in fact it sounds it's all you
140. RINALDI: Is up to this point you have a need to discovery and to ask for now this late in the game when it's clearly only being done to try and introduce things that are

unrelated yeah I'm going to stand up to that all day long gets done ill intended and
nothing your seeking has anything to do with the breach contract so

141. MONTELEONE: What I'm seeking is your entire scope of your testimony on this
issue

142. RINALDI: I've been very clear on that you could've started with Interrogatories
months ago it's crazy so I till now to do it when I've already been put through the ringer
this shouldn't have even gone this long so I feel like I know the intentions of it and I don't
agree with 15 months later

143. MONTELEONE: expect to see you on Friday unless the court issues an order that
your shielded from it absent which I will file for contempt of court if you're absent for it,
ok

144. Sounds good