

STATE OF MAINE  
CUMBERLAND, SS

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-2021-138

DREW PIERCE and JANICE LARIVIERE,

Plaintiffs

v.

ANTHONY MICHAEL RINALDI and  
SOUTHERN MAINE CONSTRUCTION,  
LLC,

Defendants

**PLAINTIFFS' RESPONSES  
TO DEFENDANTS'  
REQUESTS FOR ADMISSIONS**

Plaintiffs Drew Pierce and Janice Lariviere, by their undersigned counsel and pursuant to Rule 36 of the Maine Rules of Civil Procedure, submit the following objections and responses to Defendants' Requests for Admissions:

**REQUESTS**

1. 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.)

**OBJECTION:** M.R. Civ. P. 36(a) limits requests 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.

2. Admit there are no text, emails or recordings that support the claim that the Defendant illegally and forcefully evicted the Plaintiffs from March 5th, 2021. (If any text, emails or recordings exist then please identify which one.)

**OBJECTION:** M.R. Civ. P. 36(a) limits requests 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.

3. Admit that the Plaintiffs notified the Defendant on March 12, 2021 of an impending lawsuit prior to filing their Ex Part on April 16th, 2021.

**RESPONSE:** Denied

~~Refuses to answer most questions~~

Refuses to  
answer  
most questions

Lie

4. Admit that the Plaintiffs terminated the contract by refusing to meet with the Defendant on Monday March 8th, 2021. true

**RESPONSE:** Denied

5. Admit the Possession prior to closing addendum lacks consideration.

For zero dollars

**RESPONSE:** Denied

6. Admit that the following statement made by Matt Dibiase is false, "No additional money was demanded from the buyers on March 4th, 2021."

**RESPONSE:** Denied.

Lie

7. Admit that the following statement made by Matt Dibiase is false, "Instead, I agreed to entirely forfeit my \$11,550 commissions as the seller's broker"

**RESPONSE:** Denied.

Lie

8. Admit that the following statement made by Matt Dibiase is false, "And reduce Andy Lord's commission as the buyers broker by \$2,500"

**RESPONSE:** Denied.

Lie

9. Admit that the following statement made by Matt Dibiase is false, "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."

**RESPONSE:** Denied.

Lie

10. Admit that the following statement made by Matt Dibiase is false, "Mr. Rinaldi did not direct me to attempt to terminate the purchase and sale contract on his behalf at any time on or before March 5, the contracted closing date."

**RESPONSE:** Denied

Lie

11. 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."

**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.

WOW!!!

This was my response to Andy lord saying Lincoln was going to take the house. I was crystal clear why I wasn't closing and this wasn't it.



12. Admit that the following statement from Andy Lord is false, "The images of text messages attached to the complaint as Exhibit C (and attached here to as Exhibit 2) are truly and accurately depict the entire series of text messages Anthony Rinaldi sent me on March 5th, 2021.

~~Admits~~  
Admits to not submitting all text under oath.

**RESPONSE:** Qualified. Andy Lord acknowledged in his subsequent Supplemental Affidavit dated May 19, 2021 that the text message images referenced in the original affidavit inadvertently omitted one screenshot page.

13. Admit that the following statement made by Andy Lord is false, "I understood the contract's term providing that the driveway would be paved by Rinaldi with "Basecoat" to require installation of a hot mix asphalt coating. The Contracts inclusion of the recommendation that buyer "finish topcoat in 6 months to a year" suggests to intention to install a coating other than granular base material, which is typically paved over any time after the base layer of gravel is installed and graded.

Text of Craig says opposite.

**RESPONSE:** Denied.

Lie

14. Admit that the following statement made by Andy Lord is false, "Prior to Mr. Rinaldi's refusal to attend the scheduled closing on March 5, 2021, neither Mr. Rinaldi nor Mr. Rinaldi's representatives, communicated to the buyers that Mr. Rinaldi had demanded additional consideration from the buyers regarding to the lenders escrow holdback for uncompleted work on the residence."

**RESPONSE:** Qualified. Mr. Rinaldi had demanded that the buyers' lender reduce or remove the lender-required escrow holdback, but Mr. Rinaldi never demanded that the buyers pay additional cash consideration to offset the escrow holdback.

WOW!!  
Is this a joke!!

15. Admit that the following statement made by Andy Lord is false, "After Mr. Rinaldi missed the March 5 closing, Mr. Rinaldi informed me via text message that he demanded \$4,000 in additional funds from the buyers before he would agree to close on the sale. With the authority from Mr. Pierce and Ms. Lariviere, I immediately agreed to pay Mr. Rinaldi the additional \$4,000 he had demanded to allow the contract to close."

See text

**RESPONSE:** Denied

Lie

16. Admit that the following statement made by Andy Lord is false, "Despite my agreement to pay Mr. Rinaldi the additional \$4,000 he demanded, Mr. Rinaldi still refused to close on March 5th, 2021

**RESPONSE:** Denied

Lie

17. Admit that the following statement made by Andy Lord is false, "Mr. Rinaldi provided buyers no express notice on March 5, or anytime prior, that he sought to terminate the contract.

**RESPONSE:** Qualified. On March 4, 2021, Defendant Rinaldi claimed in a text message to Andy Lord that the contract was "now null and void." However, Defendant

~~XXXXXX~~



*Discussing a Contract that terminated*  
Rinaldi continued discussions with Andy Lord through close of business on March 5, 2021, discussing amended terms for closing, indicating that Defendant Rinaldi had not terminated the contract. Additionally, Defendant Rinaldi asked Andy Lord to allow discussion on amended terms for closing to continue through the following Monday, March 8, 2021. *doesn't create a new Contract!*

*Entire original Complaint based off this.*  
18. Admit that no text exist between Andy Lord and the Defendant stating the following, "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."  
*Refuses to answer*

**OBJECTION:** M.R. Civ. P. 36(a) limits requests 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.

19. Admit the September 13th updated spec sheet was never signed by the Defendant.

**OBJECTION.** This request failed to serve or otherwise identify with particularity the specific document or version referenced, as required by M.R. Civ. P. 33(a). Without waiving this objection, Plaintiffs respond as follows: *was*

**RESPONSE:** Qualified. The spec sheet marked as Exhibit A to Drew Pierce's affidavit dated May 19, 2021 is not signed by the Defendant.

20. Admit the September 13th updated spec sheet wasn't prepared by the Defendant.

**OBJECTION.** This request failed to serve or otherwise identify with particularity the specific document or version referenced, as required by M.R. Civ. P. 33(a). Without waiving this objection, Plaintiffs respond as follows: *WOW*

**RESPONSE:** Denied

21. Admit the September 13th updated spec sheet was sent to the Defendant to sign not sent from the Defendant.

**OBJECTION.** This request failed to serve or otherwise identify with particularity the specific document or version referenced, as required by M.R. Civ. P. 33(a). Without waiving this objection, Plaintiffs respond as follows:

**RESPONSE:** Denied *Lie*

*He led me to believe I was legally terminating.*  
22. Admit that neither Andy Lord nor Matt Dibiase disputed the Defendant when he stated (4) times that he has the legal right to walk on March 5th, 2021

**RESPONSE:** Qualified. Neither Andy Lord nor Matt DiBiase responded to Defendant's claims that he had "a legal right to walk."

23. Admit the following statement from the Jan 28th motion to enlarge is false.

"Subsequent efforts to reschedule mediation with Defendant Rinaldi, who is representing himself pro se, we're unproductive"

"Defendants positions on this Motion is unknown"

**OBJECTION:** This request seeks information from Plaintiffs' counsel that is not reasonably related or relevant to the dispute whether the purchase and sale contract was breached or lawfully terminated. Without waving this objection, Plaintiffs respond as follows:

**RESPONSE:** Denied.

24. Admit the Defendant never texted Drew Pierce, Matt DiBiase or Andy Lord regarding a threat to call the Sheriff on March 5th, 2021.

**RESPONSE:** Qualified. Defendant texted Matt DiBiase and Andy Lord on March 4, 2021 stating, "let Drew know that he would be trespassing if he comes on the property. He has no right to be here now," and also, "I'm about two seconds away from calling the Sheriff's Department." Then on March 5, 2021, Defendant texted Matt DiBiase and Andy Lord stating: "I am not sure why all of you are heading to my house. None of you have the right to be there," implying the threat to call law enforcement to prevent the purported trespassing.

25. Admit that Matt DiBiase said the buyers want the house as-is multiple times.

**RESPONSE:** Qualified. Matt DiBiase apparently stated "the buyers want the house as-is" one time in a text-message. Matt DiBiase, however, was not the Plaintiffs' agent and did not have authority to bind Plaintiffs to amend the contract's terms.

Andy Lord  
was on the  
text.

26. Admit that Matt DiBiase believed the Defendant wasn't legally required to escrow funds for paving.

**OBJECTION:** Plaintiffs have no knowledge whatsoever regarding the Matt DiBiase's legal interpretations of contract language. Matt DiBiase is a nonlawyer who represented Defendants, not Plaintiffs.

Matt is one of their Star  
witnesses.

27. Admit there was no code violations and the statement regarding code violations is false.

**RESPONSE:** Qualified. No formal notice or findings of code violations was issued by the Town of Raymond prior to March 5, 2021, but violations of municipal building codes were observed on site.

28. Admit that the statement regarding working with the Defendant after closing was false.

**OBJECTION:** This request is vague and ambiguous, and Plaintiffs cannot reasonably determine which statement the request intended to reference.

Helps prove original lawsuit is all lies



29. Admit that the Application letter wasn't attached to the email from Sarah MacDonald.

**OBJECTION.** This request failed to serve or otherwise identify with particularity the specific document or version referenced, as required by M.R. Civ. P. 33(a). Without waiving this objection, Plaintiffs respond as follows:

**RESPONSE:** Denied.

30. Admit that Drew Pierce cultivates marijuana.

**OBJECTION:** This request seeks inadmissible character evidence that is not reasonably related or relevant to the dispute whether the purchase and sale contract was breached or lawfully terminated.

31. Admit that the statement made by Drew Pierce having to scramble late in the night regarding the moving truck was false.

**RESPONSE:** Denied. *Lies*

*wow*  
32. Admit that Andy Lord was aware of the 11 am meeting and checked in on the progress of the meeting via text.

**OBJECTION:** This request is vague and ambiguous, and Plaintiffs cannot reasonably determine which 11am meeting the request was intended to reference.

33. Admit that Janice Lariviere was attempting to commit Mortgage Fraud by applying for the mortgage as her primary residence.

**RESPONSE:** Denied.

34. Admit that the Plaintiffs Attorney edited evidence by removing the forwarded section of the application letter email for clarity.

**OBJECTION:** This request seeks information from Plaintiffs' counsel that is not reasonably related or relevant to the dispute whether the purchase and sale contract was breached or lawfully terminated.

35. Admit the front porch wasn't framed up in late July like Drew Pierce and Matt Dibiase stated under oath.

**RESPONSE:** Denied *lie* *Exhibit I*

36. Admit that Andy Lord was part of a group message with the following exchange between Matt Dibiase, Andy Lord and the Defendant:

Defendant stated the following on March 4th, 2021, "Just so we are all on the same page. The buyers are refusing to honor the contract. Asphalt is considered the top coat and gravel is the aggregate base coat. The paint was done at temperatures above the required amount and given supplemental dry air to make sure it adheres properly. Regardless if I got a

*Terminated March 4th*

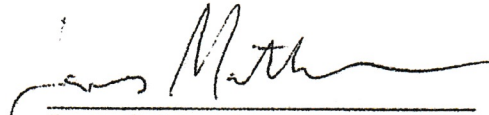
quote it doesn't change the language of the contract, I got a quote because I was told to just like I finished the garage when I didn't need to."

Matt Dibiase replied, "Sorry it didn't work out" "Again the buyers were willing to accept the house as-is"

**RESPONSE:** Qualified. Andy Lord was part of a text message chain similar to that set forth above, but not as-quoted.

*Admits  
Contract was  
terminated  
March 4th.*

Dated: July 7, 2022

  
James G. Monteleone, Bar No. 5827  
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Drew Pierce and Janice Lariviere

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