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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' ANSWERS TO
DEFENDANTS' SECOND SET OF
INTERROGATORIES**

Plaintiffs Drew Pierce and Janice Lariviere, by their undersigned counsel and pursuant to Rule 33 of the Maine Rules of Civil Procedure, submit the following objections and answers to Defendants' Second Set of Interrogatories:

(a) The word usage and sentence structure contained herein may be that of the attorney who prepared these Answers and does not purport to be the exact language of the executing person.

(b) The Answers of the executing person with regard to the requests for documents, or for information therein, is limited to information and documents currently within the immediate possession of the Plaintiffs.

(c) The Answers of the executing person are limited to information known by Plaintiffs.

(d) Pursuant to Rule 26 of the Maine Rules of Civil Procedure, the Answers of the executing person are limited to information and documents, not privileged, which are relevant to the subject matter of this action, and do not include attorney work-product.

Refuses to answer!!

INTERROGATORIES:

1. Why did the Plaintiffs Realtor Andy Lord refuse to talk with the Defendant the following Monday to try and close?

ANSWER: Objection. Plaintiffs do not know and cannot speak for Andy Lord's motivations, beliefs or basis underlying Andy Lord's acts or omissions. Further, this interrogatory is vague and ambiguous as to the meaning of "the following Monday." Further, this interrogatory seeks information that is not reasonably related or relevant to the dispute whether the purchase and sale contract was breached or lawfully terminated.

2. If the Defendant demanded \$4,000 in additional funds on March 5, 2021 then why wasn't that mentioned in the original complaint?

ANSWER: Objection. This interrogatory seeks information regarding Plaintiffs' litigation strategy and preparations that is protected by the work-product doctrine. Further, this interrogatory seeks information that is not reasonably related or relevant to the dispute whether the purchase and sale contract was breached or lawfully terminated.

3. How does removing the forwarded section of the financing letter clarify its content?

ANSWER: Objection. This interrogatory seeks information regarding Plaintiffs' litigation strategy and preparations that is protected by the work-product doctrine. Further, this interrogatory seeks information that is not reasonably related or relevant to the dispute whether the purchase and sale contract was breached or lawfully terminated.

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?

ANSWER: Objection. This interrogatory seeks information regarding Plaintiffs' litigation strategy and preparations that is protected by the work-product doctrine. Further, this interrogatory seeks information that is not reasonably related or relevant to the dispute whether the purchase and sale contract was breached or lawfully terminated.

5. Why wasn't the paving escrow issue brought up in your original complaint?

ANSWER: Objection. This interrogatory seeks information regarding Plaintiffs' litigation strategy and preparations that is protected by the work-product doctrine. Further, this interrogatory seeks information that is not reasonably related or relevant to the dispute whether the purchase and sale contract was breached or lawfully terminated.

6. Why did Andy Lord ask Craig Matheson from RMS if the escrowed funds for paving could be removed on March 5th, 2021?

ANSWER: Objection. Plaintiffs do not know and cannot speak for Andy Lord's motivations, beliefs or basis underlying Andy Lord's acts or omissions.

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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"?

ANSWER: Objection. Plaintiffs do not know and cannot speak for Andy Lord's motivations, beliefs or basis underlying Andy Lord's acts or omissions.

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"?

ANSWER: Objection. Plaintiffs do not know and cannot speak for Matt DiBiase's motivations, beliefs or basis underlying Matt DiBiase's acts or omissions.

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?

ANSWER: Objection. Plaintiffs do not know and cannot speak for either the motivations, beliefs or basis underlying either Matt DiBiase's or Andy Lord's acts or omissions.

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

ANSWER: Objection. Plaintiffs do not know and cannot speak for Andy Lord's motivations, beliefs or basis underlying Andy Lord's acts or omissions.

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11. If Andy Lord was not part of the 11am 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?

ANSWER: Objection. This is Defendants' 31st interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

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 text at 11:39 during that meeting?

ANSWER: Objection. This is Defendants' 32nd interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

13. What evidence do you have regarding code violations?

ANSWER: Objection. This is Defendants' 33rd interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

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?

ANSWER: Objection. This is Defendants' 34th interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

15. Can you point to any evidence that supports the alleged modification described in question #14 above?

ANSWER: Objection. This is Defendants' 35th interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

16. What evidence do you have that the Defendant prepared and sent the Sept 13th, 2020 updated spec sheet to the Plaintiffs?

ANSWER: Objection. This is Defendants' 36th interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

17. Why didn't Andy Lord state the Plaintiffs reason for not removing the funds from escrow on March 5th, 2021?

ANSWER: Objection. This is Defendants' 37th interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

18. Did Janice Lariviere apply for the mortgage as her primary residence?

ANSWER: Objection. This is Defendants' 38th interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

19. What is Drew Pierces listed profession on his loan documents?

ANSWER: Objection. This is Defendants' 39th interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

20. Why did the Plaintiffs file an ex parte if they already notified the Defendant a month prior?

ANSWER: Objection. This is Defendants' 40th interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

21. Why didn't the Plaintiff file a Lis Pendens instead of an ex parte?

ANSWER: Objection. This is Defendants' 41st interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

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?

ANSWER: Objection. This is Defendants' 42nd interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

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?

ANSWER: Objection. This is Defendants' 43rd interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.


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?

ANSWER: Objection. This is Defendants' 44th interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

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?

ANSWER: Objection. This is Defendants' 45th interrogatory, in violation of M.R. Civ. P. 33(a)'s 30-interrogatory limit.

Dated: July 7, 2022


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