

Exhibit A

EVIDENCE

Drew Pierce et al v Anthony Rinaldi et al
CV-2021-138, CUM-22-423, CUM-23-165, SJC-23-4

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1 **A. I don't remember.**

2 **Q.** All right. I guess this isn't yes or no.

3 What was your understanding why I wasn't
4 closing that day?

5 **A. I don't remember. I thought you were upset
6 about something that wasn't shared with me.
7 I'm not entirely sure.**

8 **Q.** My gut feeling was it wasn't shared with you,
9 and, yeah, as I said before, my issue has
10 never been -- I just -- I don't think you
11 were aware of all the stuff going on behind
12 the scenes.

13 Do you remember that at that time -- just
14 before closing, do you remember that Andy
15 bought a new truck; yes or no?

16 **A. That Andy bought a new truck?**

17 **Q.** Yeah, he had purchased his truck in, I think,
18 February.

19 **A. I remember him showing up in a truck. I
20 believe it was his. I didn't know if that was
21 a brand new purchase or not.**

22 **Q.** I gotcha. Did you know that Matt had
23 purchased a new vehicle, a Cadillac, in
24 February as well?

25 **A. No.**

remember [34] - 5:14,
6:3, 6:8, 6:9, 11:18,
13:22, 13:25, 14:20,
15:4, 15:10, 15:15,
15:17, 15:18, 16:21,
17:2, 17:5, 19:7,
19:13, 22:14, 22:17,
23:16, 25:16, 25:21,
26:2, 29:1, 30:25,
35:1, 35:5, 35:13,
35:14, 35:19, 37:2,
45:17, 45:23

PLAINTIFFS DEPOSITION

The Defendant Deposed Plaintiff Drew piece on April 28th, 2023. The screenshot on the right shows that Mr. Pierce answered "I don't remember" (34) times. More importantly, during the Deposition Plaintiff Pierce was asked the following,

"What was your understanding why I wasn't closing that day" to which he replied, "I don't remember. I thought you were upset about something that wasn't shared with me."

The Plaintiffs have conceded that their Verified Complaint isn't truthful, have conceded that Andy Lord's and Matt Dibiase's Affidavits aren't truthful and have failed to present any evidence during Summary Judgement and then during this April 28th, 2023 Deposition two years after their complaint was filed and Plaintiff Pierce is admitting UNDER OATH that he is unaware who breached the contract or even why it was breached. (EMPHASIS ADDED)

1 Q But of course we are going backwards because you
2 are characterizing events in this text message that's on
3 page 19 of Exhibit 12, you are saying that the buyers are
4 refusing, in other words, that failure to honor the
5 contract has already happened?

6 A Uh-huh.

7 Q Do I read what you are saying correctly there?

8 A Yeah, well, we just got off the phone and they --
9 we had I think three conversations that day. So the second
10 one, he's like I will talk to them, but I doubt they are
11 going to go for it, you know, they are pissed, you know,
12 we're lucky they are even here, you know, so he talks to
13 them and --

14 Q Who talks to who?

15 A Matt apparently talked to either the buyers or
16 Andy and says that I want this removed from escrow. And
17 then we talk at some point after that and that's when he
18 says this is not going to happen, are you kidding me, like
19 I'm ridiculous for asking.

20 Q Let me refer you to Exhibit 15, page 12.

21 A Okay.

22 Q This is the message between Matt and you in which
23 Matt says to you on the 5th --

24 A Yep.

25 Q -- we can't get the escrow off the driveway.

1 A Yep, so on the 4th, if we go back, go back to page
2 seven is where the 4th starts, he texts me, 3:45, my
3 Windham office, which he's discussing -- discussing the
4 time -- the closing is scheduled -- because the closing was
5 scheduled March 4th and the 5th. And I said, can I call
6 you around 10:30 or 11:00. He said, Lincoln is meeting at
7 10:00. This is him and Andy meeting with Lincoln which is,
8 you know, obviously a conflict of interest, but -- so let's
9 do a call around 11:00. Can we chat for a few minutes
10 before the meeting. And then call me now. I want to close
11 today and still think it's possible. Okay, be right -- I
12 don't know why that says okay, be right there. I don't
13 know.

14 Anyways, any chance -- so at this point is our
15 first conversation -- yeah, our first conversation or
16 second conversation, I'm not even sure, but this is where I
17 bring up the painting and paving and they already agreed to
18 the rate lock and Matt agreed to do 2500 of his fee, which
19 is between me and Matt, and then they agreed or someone
20 agreed to pay for the plumbing, so -- and at that point, I
21 said, well, I finished painting it. We talked about this
22 previously. We said to paint it so that I could get that
23 money back. And then also, I read through the contract I'm
24 not obligated to pay for the painting. And we discussed
25 it, we read the contract, I explained how I interpreted it.

The record shows that on March 3rd, 2021 Matt Dibiase texted Defendant Rinaldi

"Andy is calling the bank and I just spoke with Ryan" and "We are gonna crunch numbers first thing tomorrow morning with rms and Lincoln and figure how to get you more money"

The Plaintiffs and the Defendants own Realtor were compensating the Defensant for unpaid upgrades and due the fact that the Realtors directed the Defendant's bank to issue checks with the Defensants consent or knowledge. The portion of the deposition above discussed the Defendant demanding the painting and paving being removed from escrow. The portion of the Defendants Deposition discussed over the next few pages is backed up by texts and recordings.

1 And we got off the phone -- he says he's going to talk to
2 the buyers. We got off the phone. He sends me this job
3 estimate of the paving. This is your quote, correct. That
4 is for the appraisal per RMS to close. Same with outside
5 closing. I said yes. And he puts I just e-mailed you the
6 info from lender and I put I don't want Andy and Drew here.
7 They need to leave immediately. They are doing a
8 walk-through, call you in five.

9 Q So --

10 A That's when he calls me back and says I talked to
11 them, it's not going to happen, blah, blah, blah, and at
12 some point after this, I sent this group message.

13 Q Did Matt talk to Janice and Drex?

14 A He didn't specify. He just said I will talk -- he
15 said I will talk to the buyers, not Andy, I will talk to
16 the buyers. And when he called me back -- he said they are
17 never going to go for that. And I'm like, well, that's a
18 breach of contract if they're refusing to honor it, I
19 finished painting, and paving is not part of it either.

20 Q And that's based on your interpretation about what
21 basecoat is?

22 A Well, painting is -- I mean I finished painting
23 the house, the house was done, so that should have
24 100 percent came out, there's no question on that one.

25 Q My question is about paving.

1 A I understand what you are saying, yeah, but it was
2 both though on the 4th. So he calls me back and said they
3 are not removing either of those, it's not going to happen.

4 Essentially I'm like, well, if that's the case -- he said,
5 well, you're going to have to deal with Lincoln now and he
6 calls me an idiot, you know, but I told him, well, if
7 that's the case, terminate the contract. I found that to
8 be odd that they were just going to let me legally walk
9 away, so then I responded to this by sending this message
10 to Andy and Matt saying just so we are all on the same
11 page, you know, and then he responds sorry it didn't work
12 out. If you go one page further, I didn't want them there.
13 Matt said contract is extended until tomorrow legally. And
14 I responded still in the group message with Andy, no, it's
15 now null and void because they're refusing to honor it, a
16 clear breach of contract. I have had a long couple days,
17 blah, blah, blah, and that's when I said I'm two seconds
18 away from calling the sheriff. And that was on March 4th,
19 not the 5th, so --

20 Q So when you said -- when you said that you were
21 surprised that they were going to let you walk away, why
22 did you believe they were letting you walk away?

23 A Because I demanded something to be removed --
24 forget the paving -- the painting was done, they had to
25 remove that, and they refused to do so, so -- and they

These portions of the Deposition discuss the Defendant sending a group text to the Realtors verifying that they were willfully breaching the contract in which Matt responded, "Sorry it didn't work out" "Again the buyer was willing to accept the house as is" The Defendant discussed the Plaintiffs Anticipatory Repudiation when he sent several additional text stating, "No it's Now Null and Void because they're refusing to honor it" and "It's a Clear Breach of Contract" Attorney Monteleone then asked the Defendant why he believes the Plaintiffs were allowing him to walk away? The Defendant explained that he believed this because he demanded the painting and paving be removed from escrow and they refused to do so even though they were aware that they were obligated to and he then terminated the contract due to their Anticipatory Repudiation and nobody gave any indication otherwise.

1 refused to perform, gave me the right to terminate. I then
2 terminated, so then it was over.

3 Q But your broker disagreed, your broker thought the
4 painting wasn't adequate?

5 A No, he didn't say that.

6 Q He didn't say that?

7 A In the March 5th meeting, this is the next day, he
8 tried pointing out the painting up top or something and it
9 was like the sheen or something and I'm like -- you know,
10 and then they started talking about the painting inside.
11 The painting outside was done, so that was a separate day.
12 On March 4th, you know, no one ever -- even Matt, Todd,
13 nobody ever said the painting -- I mean the house was
14 finished painting outside and that's what it was for, but
15 the paving, no one ever said, you know, you're wrong or we
16 don't interpret it that way.

17 Q And the landscaping?

18 A That stayed. That didn't get -- that wasn't
19 contested.

20 Q So why do you believe that their not responding to
21 you was them letting you walk away or people not responding
22 to your statement of what the contract says or doesn't say
23 was an admission that that's the correct interpretation of
24 the contract, why is that?

25 A A couple things. So I'm just -- my discussions

are going to be with Matt, their discussions are going to
be with Andy, and then the two meet in the middle. They
both worked for Landing, so it's hard to say that they are
not communicating because they were. I said to Matt, I
told him I want those removed and it's a breach if they
don't. He asked them --

Q Let me stop you. Why is it a breach -- if it's
your interpretation that they don't belong there, their
interpretation is that those escrows do belong there --

A They never said that though.

Q Why do they have to say that?

A Matt agreed with me -- the painting was done, so I
mean I don't know how they could interpret that any
different, it was finished.

Q Why do they have to challenge you that they
interpret it differently in order to oppose your take on

A Yeah, but then fast forward to the 5th with Andy.
I'm saying I have a legal right to walk. The paving -- he
is never saying -- he had ample opportunity to say the
paving belongs in escrow or the painting belongs in escrow.
He had ample opportunity to say you don't have a legal
right.

Q But he's not a lawyer.

A I mean he's a realtor. He's working as an agent

These two sections reveal that Attorney Monteleone's position is that the Plaintiffs don't need to tell the Defendant that he's wrong during negotiations and that is ok to mislead the Defendant into believe he was legally terminating the contract and then waiting until it was to late to tell him 7 days later. Attorney Monteleone states, "Why do you believe that their not responding to you was them letting you walk away" The Defendant explains that negotiations are clearly happening and the Plaintiffs are well aware that the Defendant was terminating based off their Repudiation and the Defendant was crystal clear why he wasn't closing so the Plaintiffs were clearly on the same page.

1 of them.

2 Q Well, wouldn't you agree that if he is giving
3 legal advice about what the interpretation of a contract
4 is, he's giving legal advice?

5 A Painting?

6 Q Contract interpretation, a contract means this,
7 not that, you don't think that's legal?

8 A This is normal -- painting in escrow, that's a
9 normal thing. I finished painting it. When we put it in
10 escrow, it wasn't finished. I did finish it. I mean that
11 stuff happens all the time where something is in escrow.
12 The job is completed, it gets removed from escrow, you
13 know, so there is nothing ambiguous or nothing interpretive
14 about that. And they could have -- they could have said --
15 they had ample opportunity to say -- I mean they lead me to
16 believe I was leaving that contract legally.

17 Q Who is they?

18 A Andy and Matt.

19 Q How so?

20 A I said four times I have a legal right to walk and
21 he never said no, you don't. I said the paving needs to be
22 removed from escrow on March 5th. He never said no, it
23 doesn't.

24 Q And he never said yes, you do, he never agreed
25 with you?

1 A Yeah, but I mean contract intentions, it is pretty
2 clear from the totality of the texts from the 4th and the
3 5th what transpired. I mean it's crystal clear.

4 Q I disagree.

5 A I don't see how you could interpret it another
6 way. I mean the contract was breached and I even offered
7 to give them until Monday and we just extended the contract
8 for three days.

9 Q The contract expired on the 5th, correct?

10 A So they don't have an obligation to tell me that
11 I'm wrong to mitigate damages?

12 Q Is that your belief, they are required in order to
13 enforce their contractual rights, to tell you that they
14 disagree with you?

15 A Well, if I'm terminating based on their
16 repudiation, then I don't see why they wouldn't.

17 (Exhibit No. 17, Extension Addendum, marked for
18 identification.)

1 A Yeah, the three-day extension, something like
2 that.

3 Q Does it extend through March 6th?

4 A Well, yeah, but we went -- I understand what you
5 are saying, but it was March 3rd to the 5th, correct, or --
6 it was a three-day extension to the 5th. We just extended
7 it for three days.

8 Q In other words, that's a written agreement that
9 the contract has to be closed by the 5th?

0 A Yep.

1 Q So there was no agreement for it to close the
2 following Monday, the 8th?

3 A Okay.

4 Q Correct?

5 A Yep.

6 Q All right.

7 A But I mean if you can see in the HUD, I mean there
8 clearly was negotiations going on, there is money being
9 moved around, including the buyers, so clearly there is
0 something getting transferred from each party.

1 Q Wouldn't you agree that that's an attempt to
2 negotiate to induce a closing to try to avoid the
3 litigation that comes from actually enforcing the legal
4 right?

5 A Yeah, but I mean they -- you can't -- everything

1 they do leads me to believe that I'm in the right. It
2 seems crazy to think that -- you know, let someone believe
3 they have a legal right to terminate and then not tell them
4 they don't until way later when it's too late.

5 Q Okay. So is it your testimony that you believe
6 that Matt never told you that you have a legal obligation
7 to close?

8 A Matt never told me that. He said it to Ryan, I
9 think.

10 Q Let's talk for a second about how an agreement
11 that you had with Lincoln and Matt DiBiase, you concluded
12 they were going to get you 17,000, 17,000 and change?

13 A 17,800, it was never agreed on, but it was the
14 offer.

15 Q I understand. So ultimately, they got you
16 something less than that. Would you agree if they had
17 gotten you 17,000 and change, you intended to close?

18 A I mean at that point, I wanted the painting money.
19 I was furious about Derek and the upgrades. Heather was
20 crying, you know, my ex, because she wanted -- felt so bad
21 for me and I did not -- I wanted -- those were peanuts, so,
22 you know, if they had done what they said they would, I may
23 have closed, but I still wanted the painting funds and
24 didn't think it was right that I was getting bullied out of
25 them.

1 Q So in other words, you were pissed off and you
2 wanted something to show for it?

3 A I wanted what was fair and right and what I agreed
4 to.

5 Q Wouldn't you agree what Drew thought was fair and
6 right and what he agreed to was what's set forth in the
7 contract?

8 A No.

9 Q Why not, why is what he agreed to not set forth in
10 the contract?

11 A They asked me to do additional work and never paid
12 for it.

13 Q All right.

14 A And there's no question that that happened.

15 THE REPORTER: Can we take another quick break?

16 (A short break was taken.)

17 Q I have in front of me your affidavit that was
18 signed on May 5, 2021. Do you recall that affidavit?

19 A Yes, my original answer with that, correct?

20 Q It was filed around that time, but fairly early in
21 the case.

22 A Yep.

23 Q Again, it is dated -- the date it was signed is
24 May 5th, 2021.

25 A Yep, I do.

8 A I don't get that. So the Bissonette Plumbing is
9 an increase of 28 something, the payoff is an increase of
10 3360, and then you have reductions of 14,050 and a
11 reduction of the rate lock is like almost 3,000.

12 Q 2767?

13 A 27, yeah, so you have got, yeah, 16,750 minus
14 6200, so it's an increase of 10,550.

15 Q I'm asking what the increase is if you pull out --
16 like the plumbing invoice that your buyers had no control
17 over, if you pull out the things that have been changed
18 here because of various contracts, various construction
19 obligations, in terms of what is new money here, you have
20 got at least 2767 in new money in seller credit and at
21 least 14,050 in new money in the commission?

22 A Yeah, but the increase in loan amount, that's not
23 something I did that's increased for them. And then also,
24 the Bissonette was something Drew had directed them to do.
25 I had no dealings with Bissonette. That was my issue is

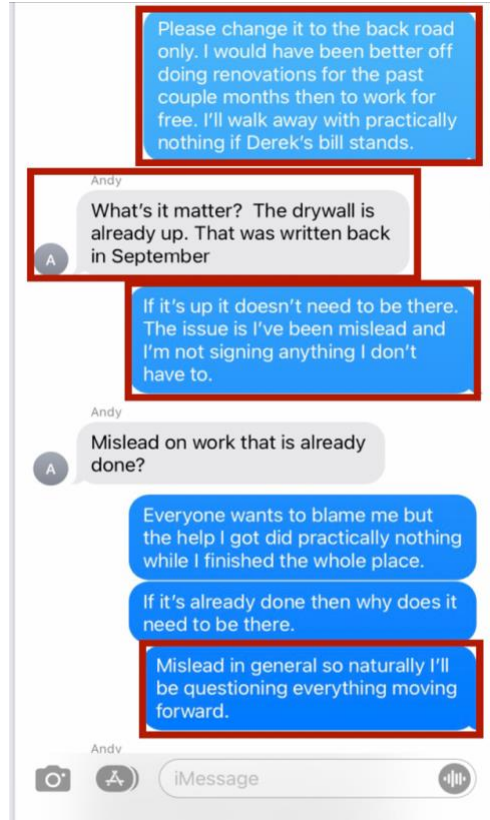
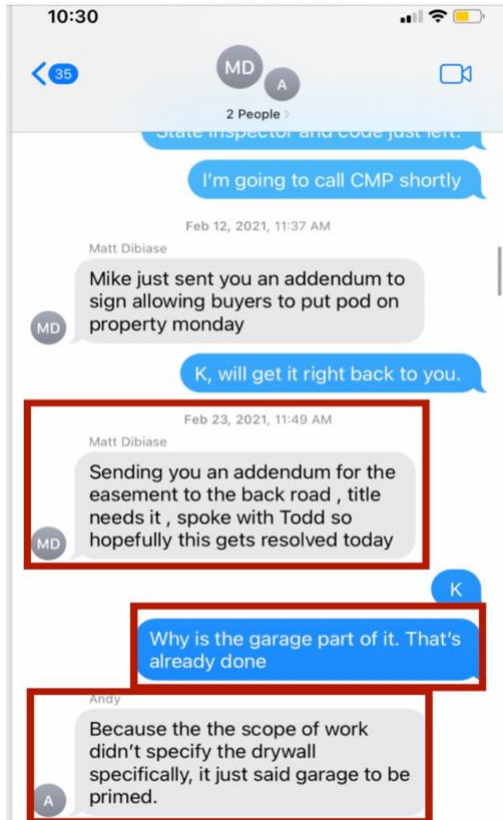
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10

1 that Drew said I've got this, he's the one that brought
2 them there, directed them to do work, and then they tried
3 to hit me with the bill, and Matt in the conversation that
4 day, when we were talking, he kept saying it's off the HUD,
5 it's off the HUD, but it was actually put onto the HUD on
6 that day, so --

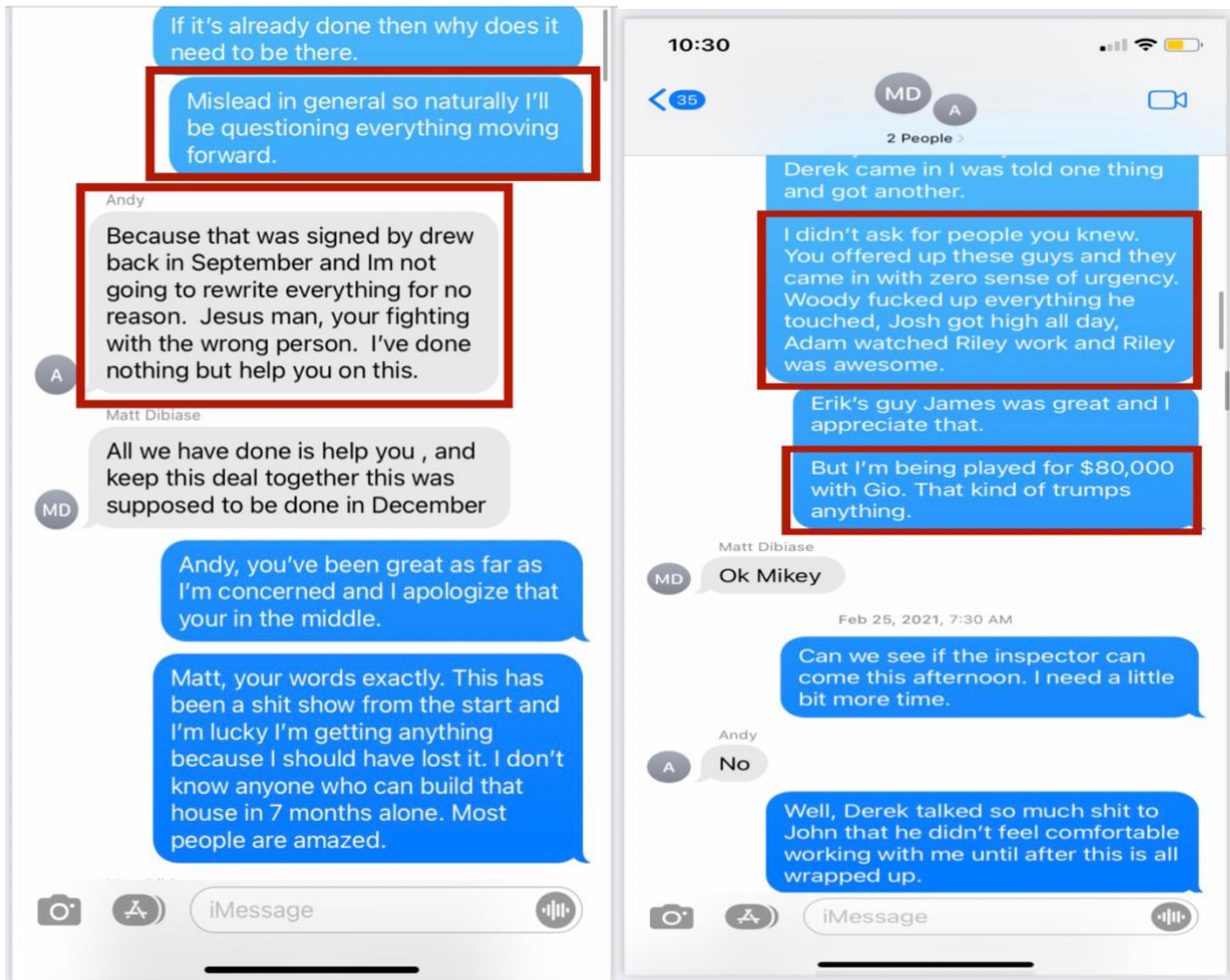
7 Q How does a prospective buyer have the authority to
8 direct contract work?

9 A It happened.



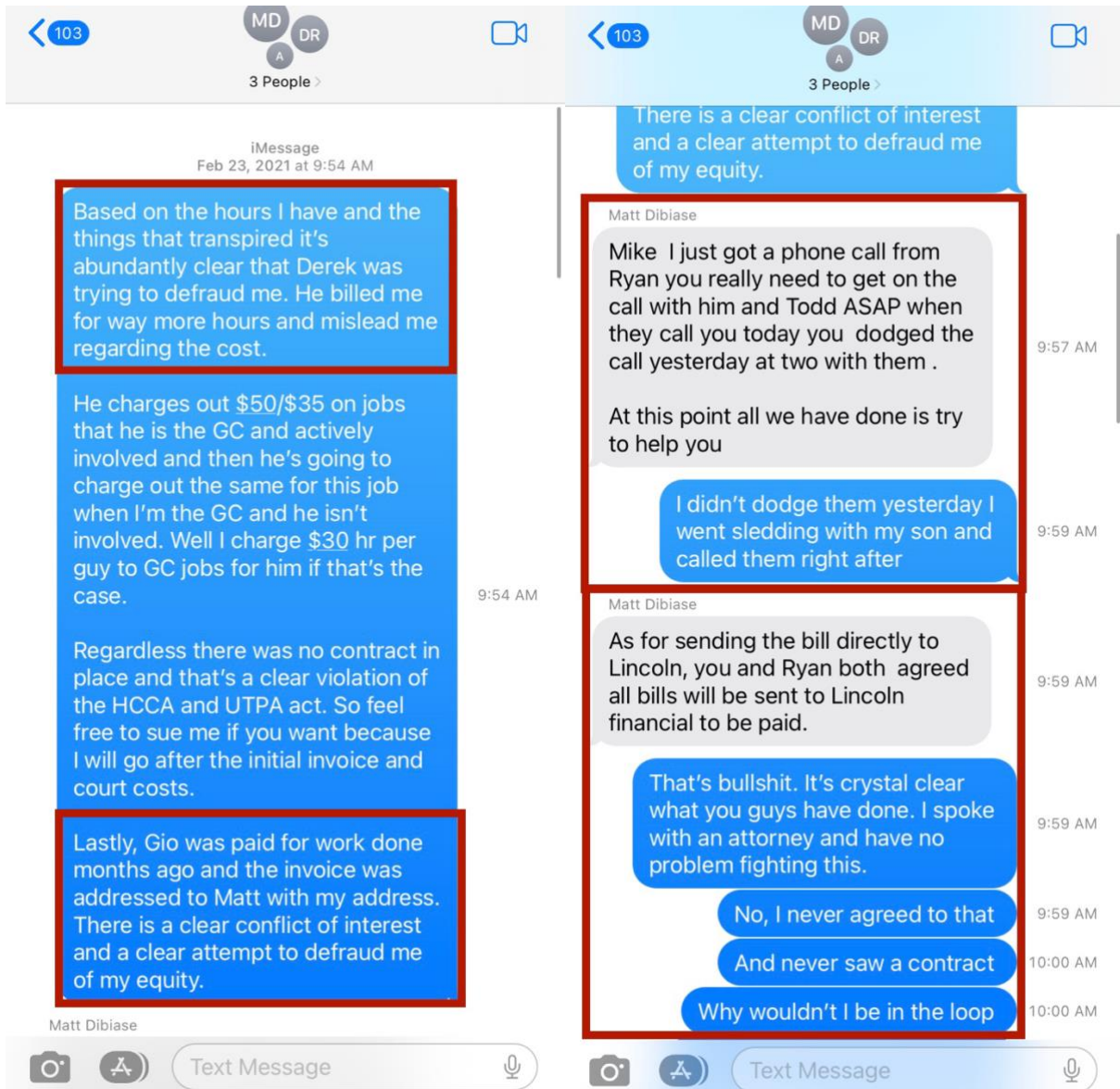
FEBRUARY 23rd, 2021

This is a group text between Andy Lord, Matt Dibiase and Anthony Rinaldi. Matt Dibiase let's Anthony Rinaldi know he just sent him an addendum (Addendum 1) which was signed by the Plaintiffs in September. Andy Lord states, that was written back in September and on the next page he says it was signed by Drew in September. During the Motion to Dissolve Hearing the Plaintiffs “Blindsided” the Defendants by showing up to the hearing with (4) new affidavits and a new story which centered around an Updated Spec Sheet and the Affidavits of Dibiase and Lord. Addendum 1 is the Updated Spec Sheet that was prepared by the Plaintiffs and sent to the Defendant to sign months later in Feb 2021. The Defendant refuses to sign Addendum 1 aka Updated Spec Sheet. Nonetheless, the Plaintiffs claimed this spec sheet was prepared by the Defendant and sent to the Plaintiffs when the opposite is true. (See Motion to Dissolve 5/20/21)



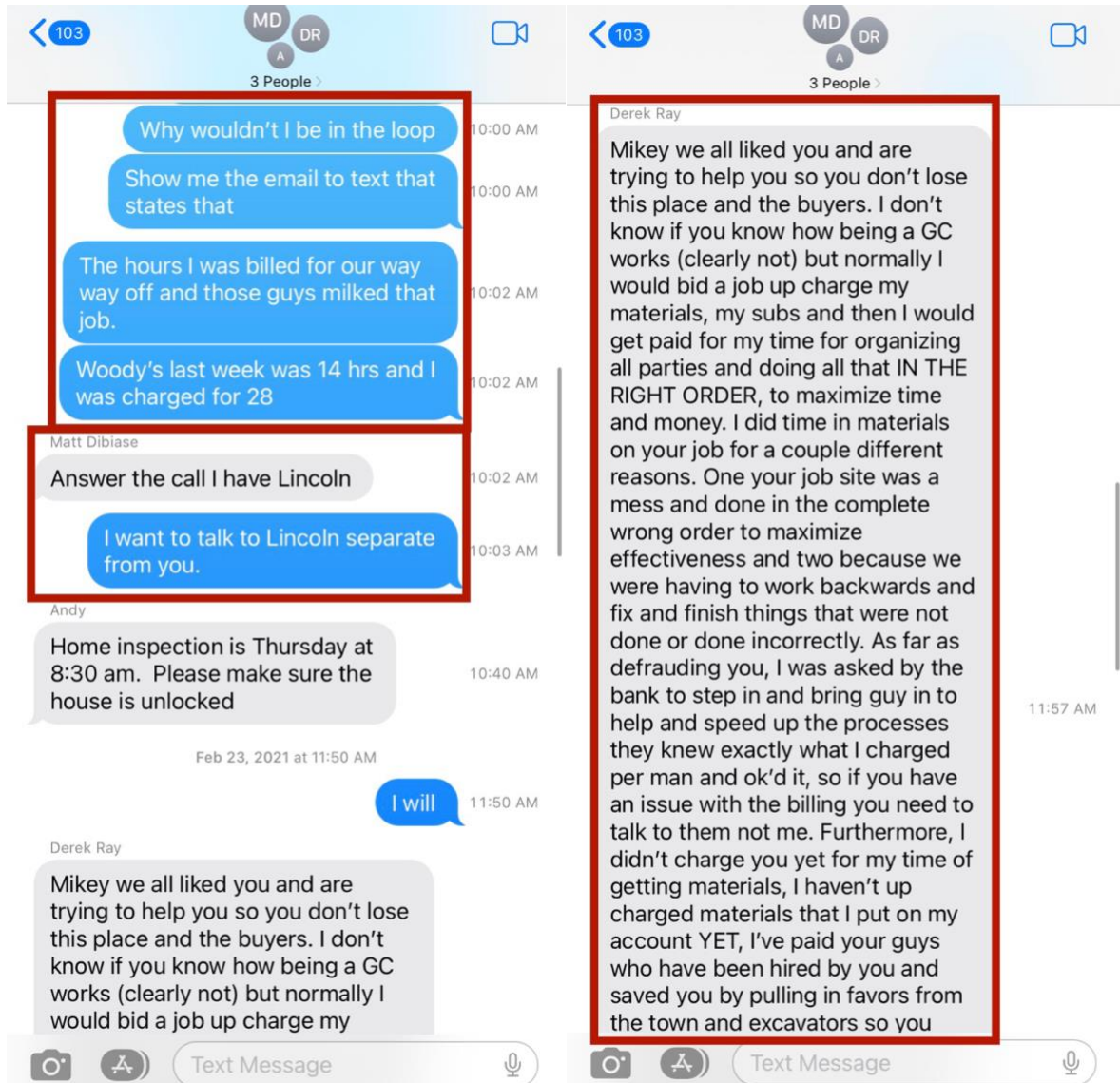
FEBRUARY 23rd, 2021

Here the Defendant states that he's been misled both Realtors and there contractor friends. The Defendant also states that he is being "Played"



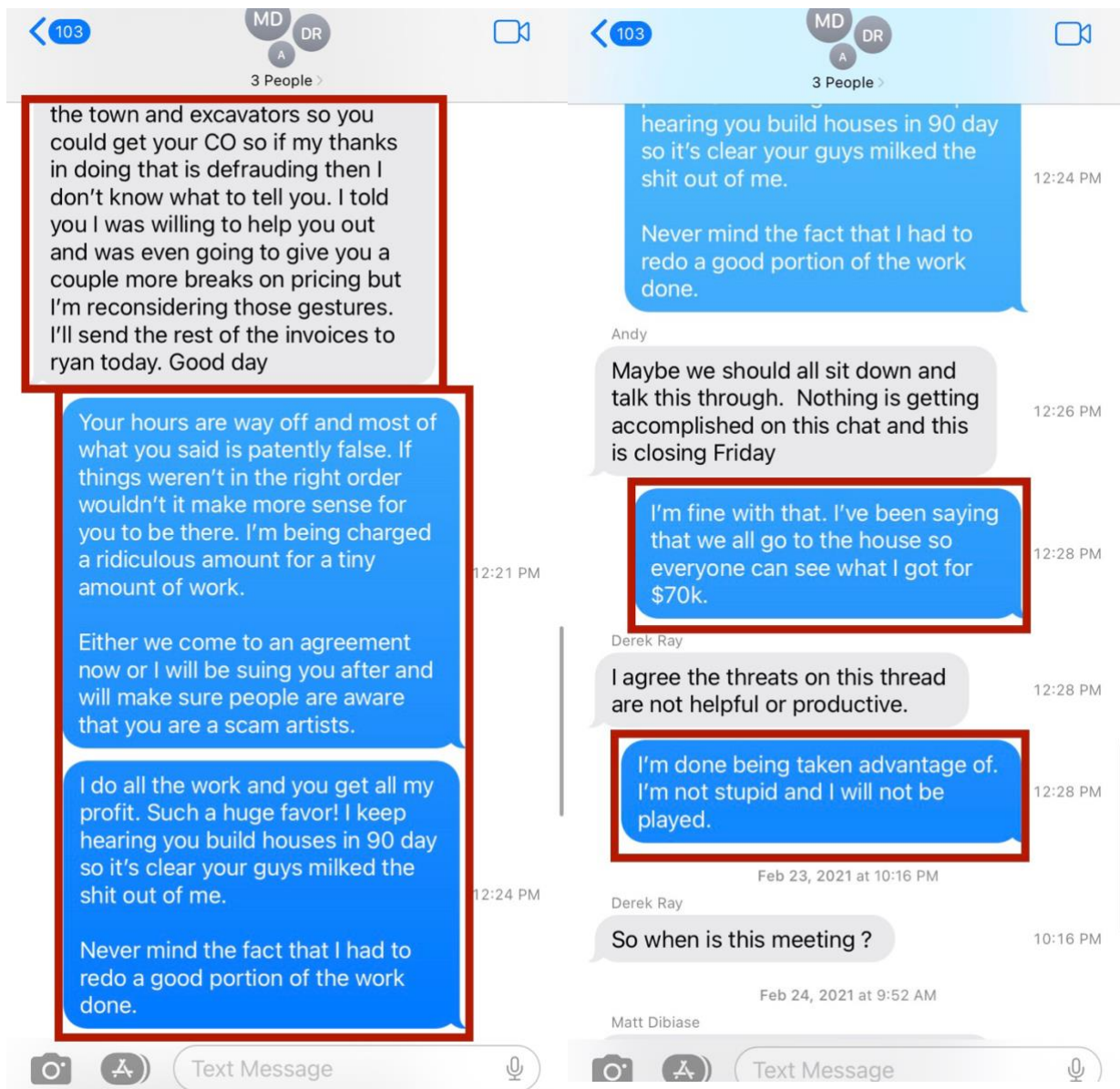
FEBRUARY 23rd, 2021

Here the Defendant is texting that he's being defrauded by the group and how there is a "clear conflict of interest" Matt Dibiase sends a text in a clear attempt to get the Defendant to agree to something that wasn't true. Matt stated, "You and Ryan both agreed all bills will be sent to Lincoln financial to be paid" and the Defendant responds, "That's Bullshit, it's crystal clear what you guys have done" "No, I never agreed to that" "And never saw a contract" "Why wouldn't I be in the loop" "Show me the email or text that stated that



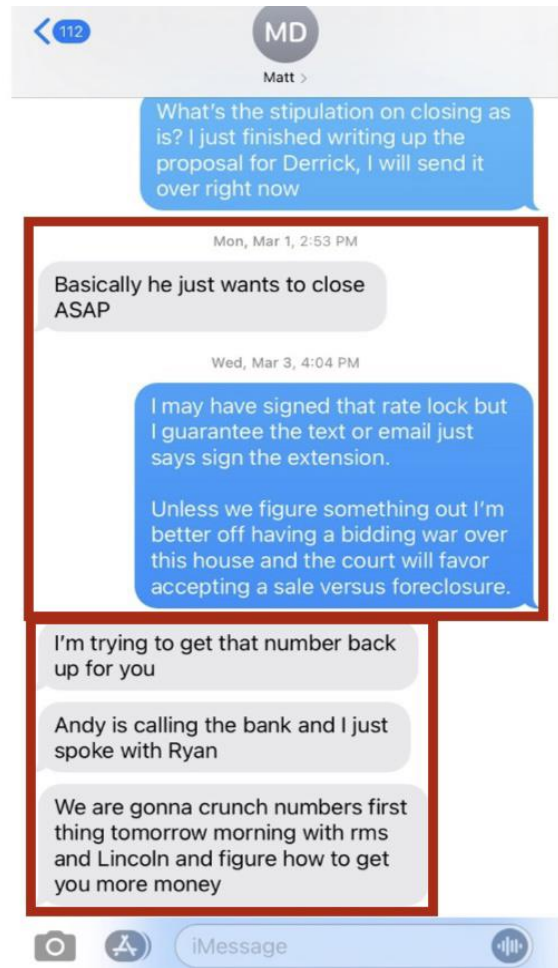
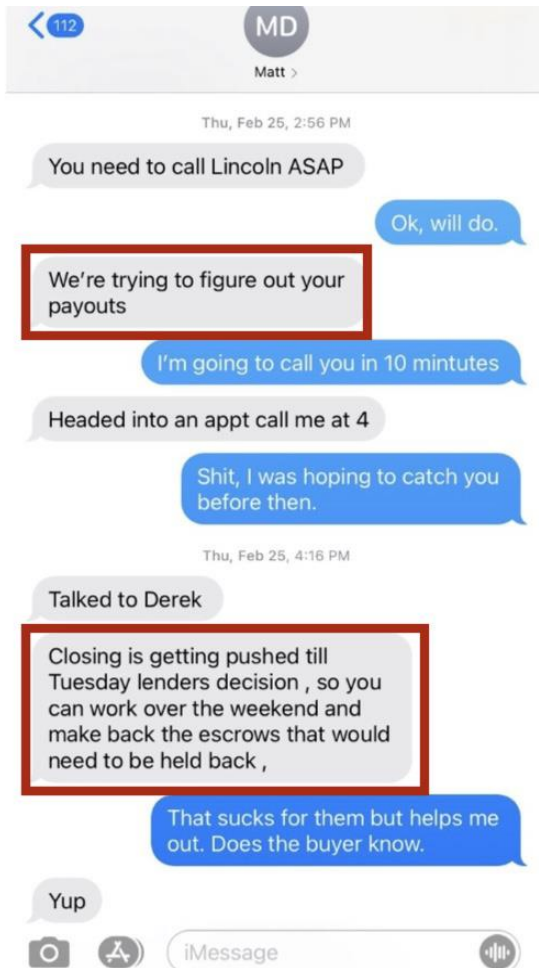
FEBRUARY 23rd, 2021

On the previous pages and this page Matt brings up Lincoln Financial multiple times and continues to use them to unduly influence the Defendant. Derek Ray, Andy Lord and Matt Dibiase all threatened the Defendant by stating that Lincoln Capital is going to foreclose. Furthermore, Derek Ray writes a long text acting like he knows what he's doing when he isn't carpenter and he's never built a house. Prior to Cape Rd Derek had only done a few small renovations and paid others to do the work which makes this text unbelievable.



FEBRUARY 23rd, 2021

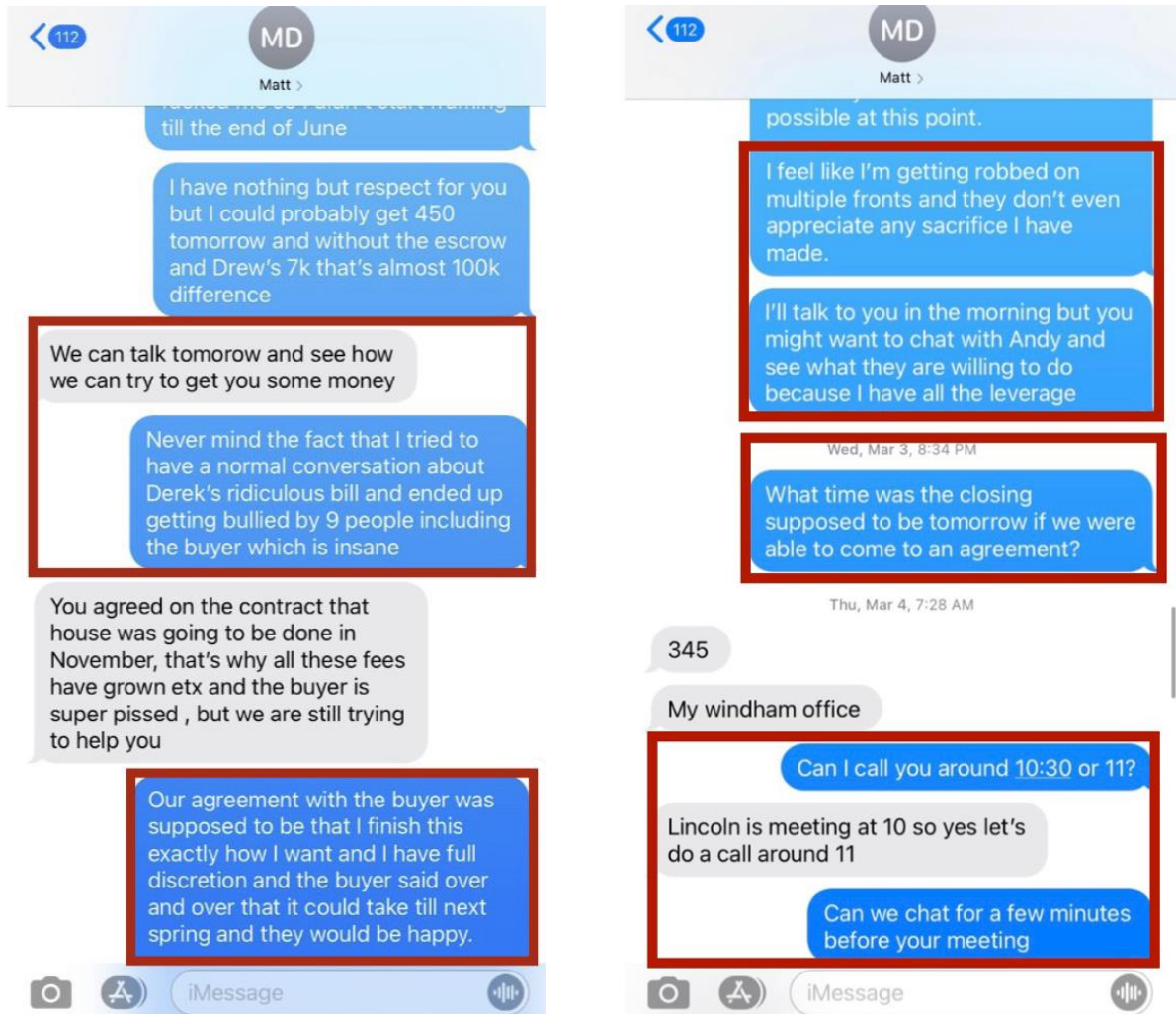
The Defendant is clearly upset with all the parties involved and implies multiple times that he's being taken advantage of and played.



FEBRUARY 25th – March 3rd, 2021

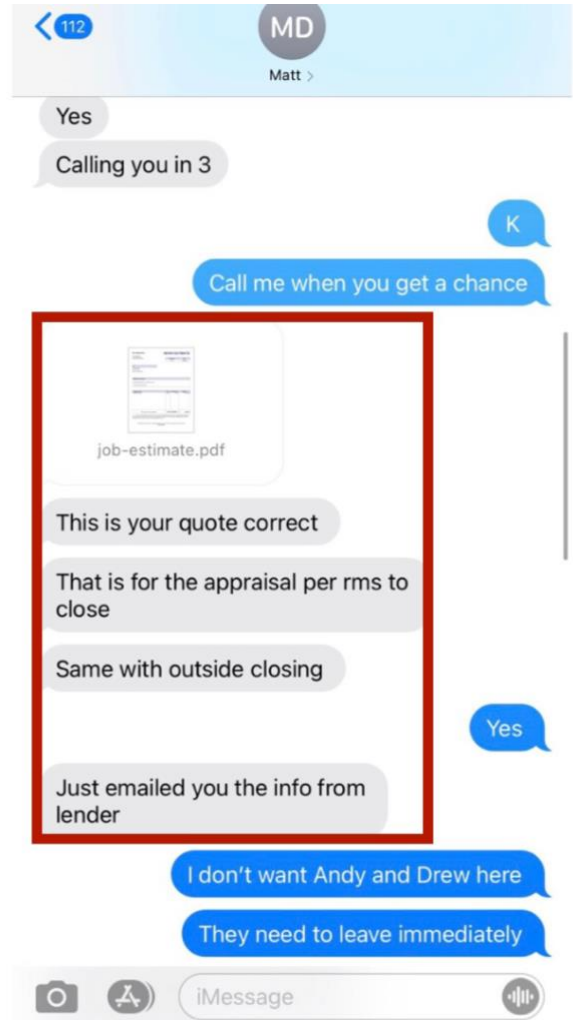
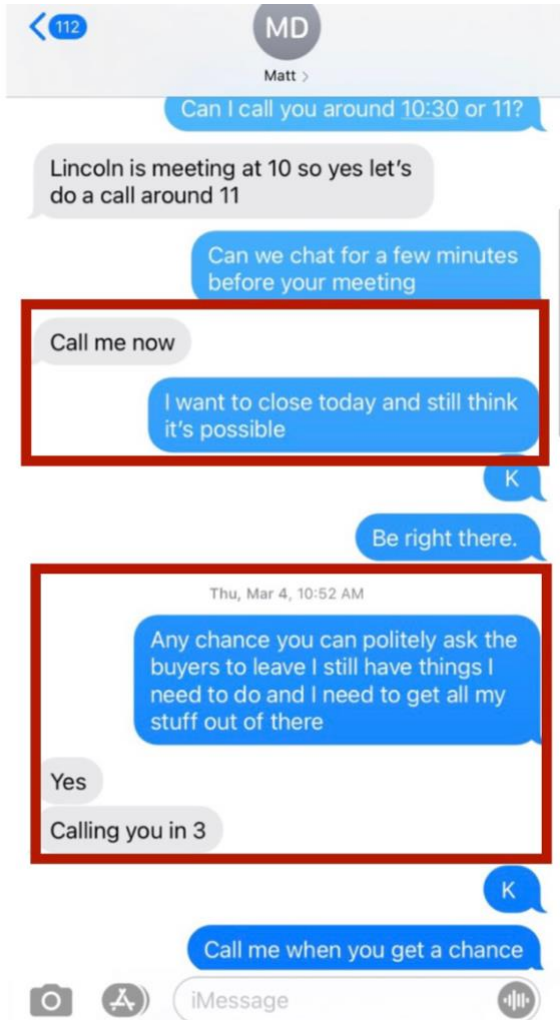
Matt Dibiase is once again discussing his conversations with Lincoln Capital and figuring out the payouts. The Defendant never gave Matt authorization to discuss his loan with the bank never mind control his funds. Matt discusses the closing getting pushed and the Defendant making the escrow money back. This is over a week prior to the March 5th closing. Matt states that he is trying to get more money for the Defendant multiple times and states that Andy Lord is calling RMS and he is calling Lincoln to find the Defendant more money. He states this multiple times and this was before the Defendant demanding funds from Painting and Paving be removed from escrow. Why was the Plaintiff compensating the Defendant for?

March 3rd – March 4th, 2021



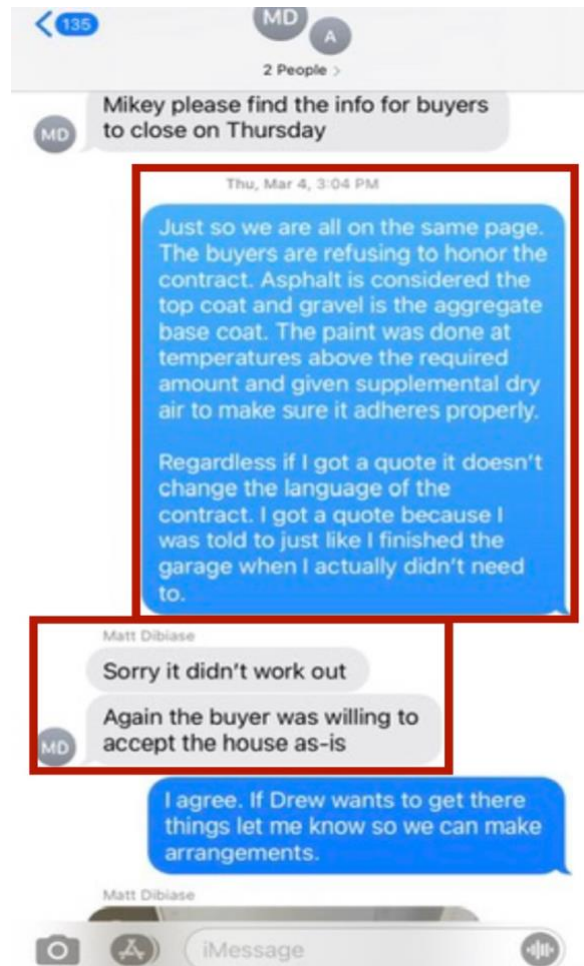
March 3rd – March 4th, 2021

Defendant states that he's being robbed and then on March 4th the Defendant and Matt Dibiase talk prior to Matt meeting with Lincoln Capital. During this conversation Matt informs the Defendant that the Plaintiffs reduced RMS by \$2,767, he's reducing his commission by \$2,500 and that he will pay the \$3,000 plumbing bill which totaled \$8,200. The



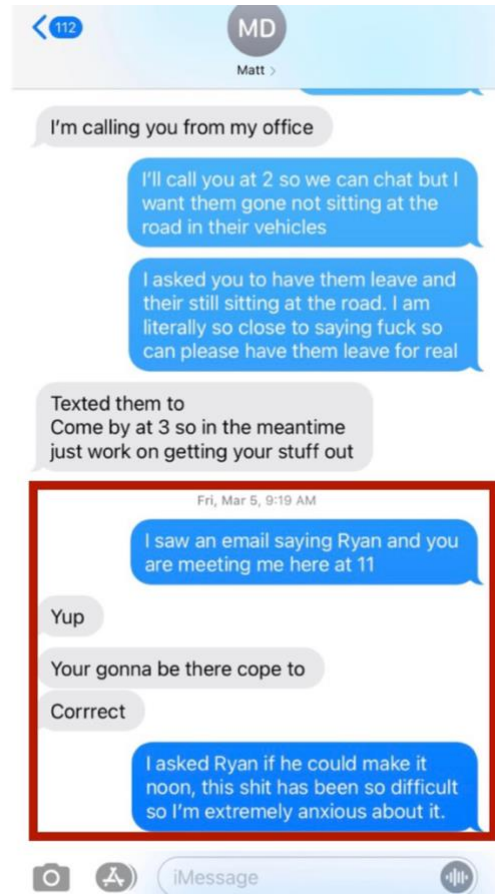
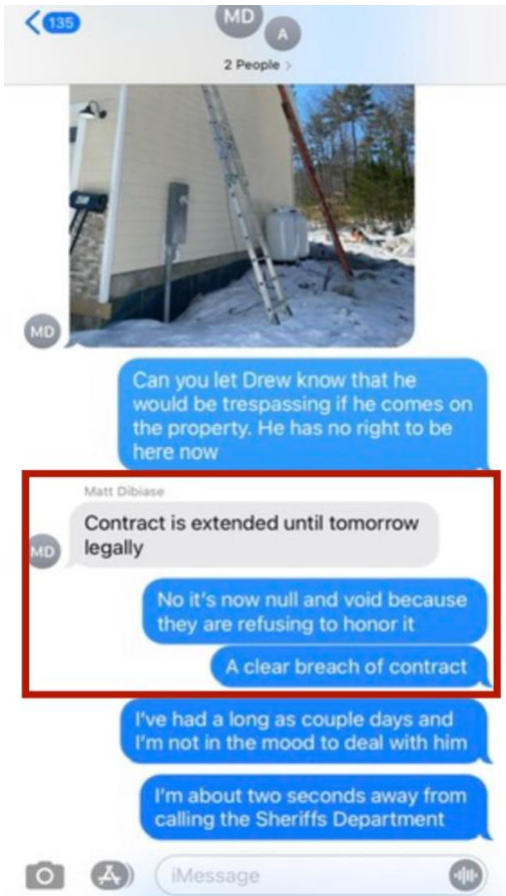
March 4th, 2021

Later that afternoon the Defendant texted Matt to call him and that's when he demanded the painting and paving be removed from escrow. Matt and him already discussed the Defendant making back escrow funds on February 25th but now that they came up \$8,200 they didn't want to remove those from escrow even though they new they were legally required to. Matt was annoyed by this request and said that he will ask and that he will call back. After we hung up Matt texted the paving quote to the Defendant and said that the appraisal needed those in escrow.



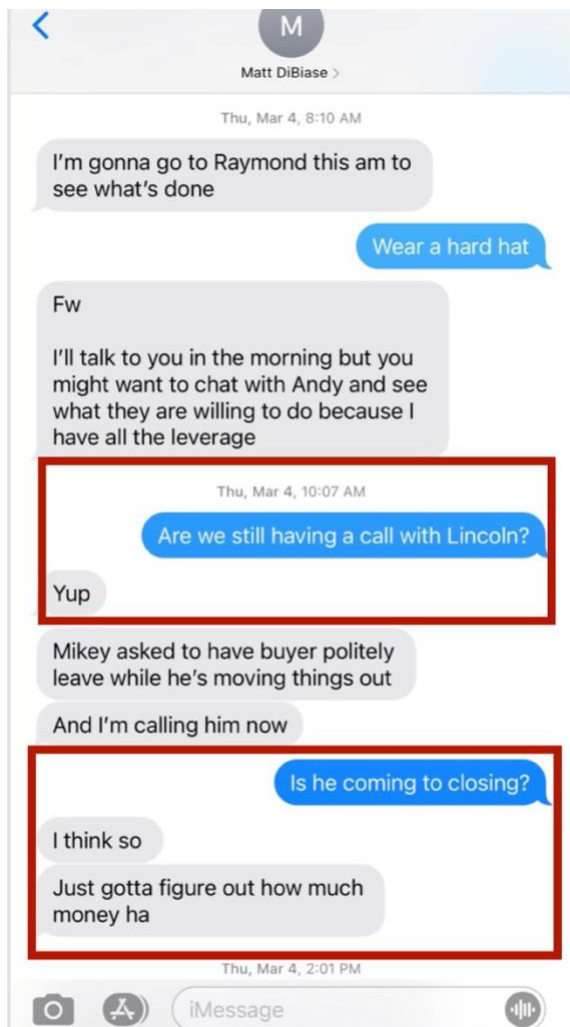
March 4th, 2021

The Defendant texted Matt that he will call him at 2pm. During that phone call Matt said that the buyers (Plaintiffs) are refusing to remove the painting and paving from escrow. The Defendant pointed out that they were legally required to and Matt said he understands but their still refusing. The Defendant told Matt to terminate the contract because they are refusing to perform which he did from what I understand. After this phone call the Defendant felt uneasy about the Plaintiffs willfully breaching the contract so the Defendant sent a group text to document the exchange and so nobody could say he did anything wrong. The Defendant sent a text at 3:04pm on March 4th, 2021 stating Just so we are on the same page the buyers are refusing to honor the contract. Matt replied "Sorry it didn't work out"



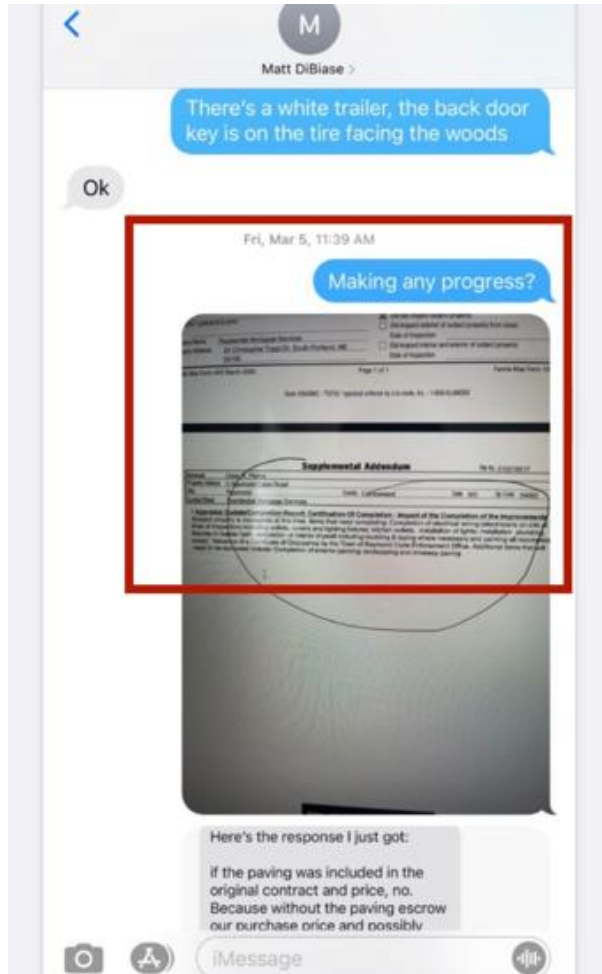
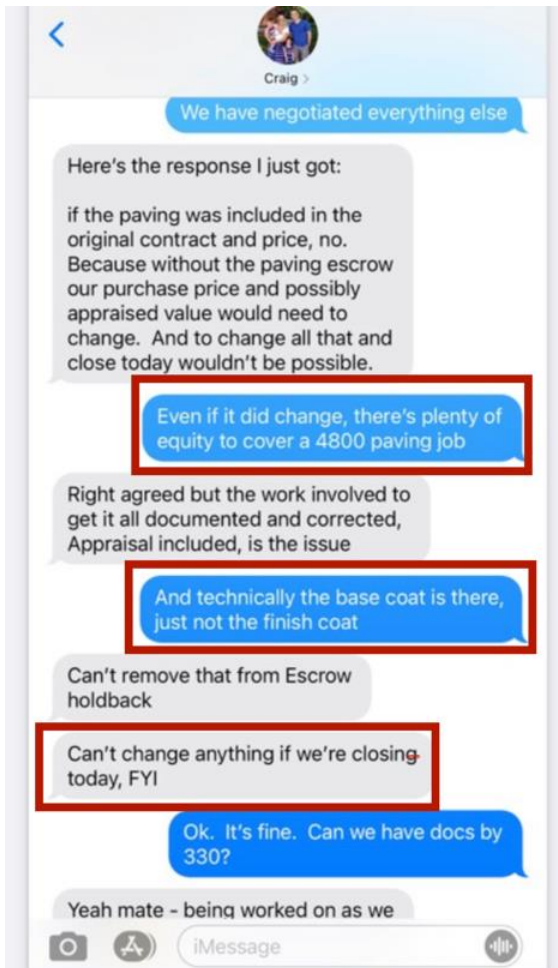
March 4th, 2021

The Defendant states in a group text a second time that the Plaintiffs Breached the contract and that it's now "Null and Void" Again, this all happened on March 4th, 2021 because the Plaintiffs refused to remove the painting and paving from escrow. The text on the right is the Defendant verifying that Matt was going to the 11am meeting on March 5th.



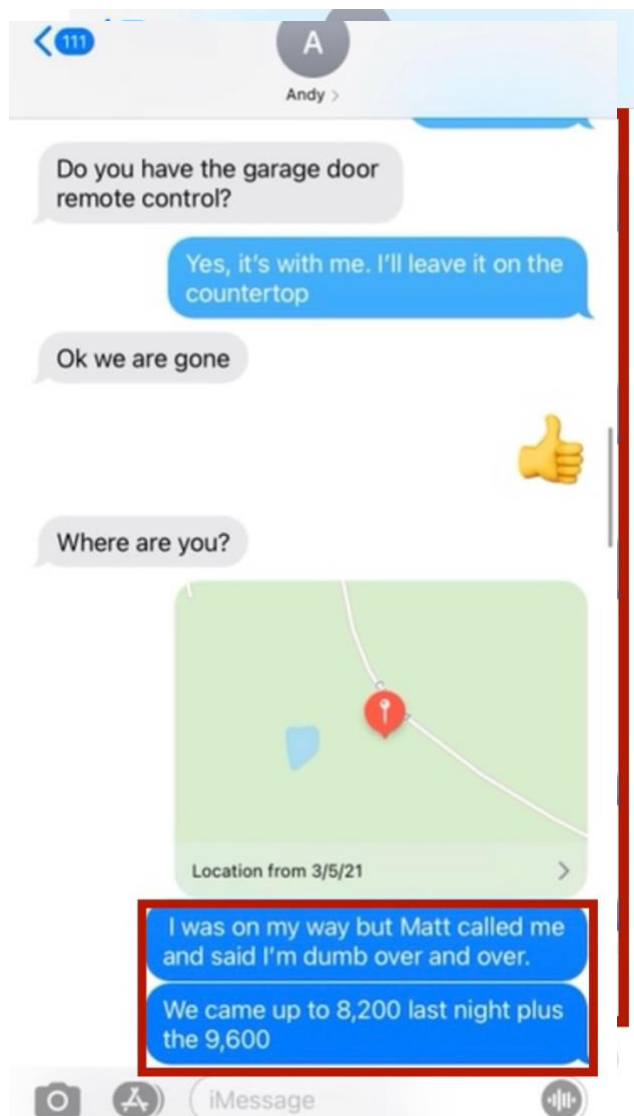
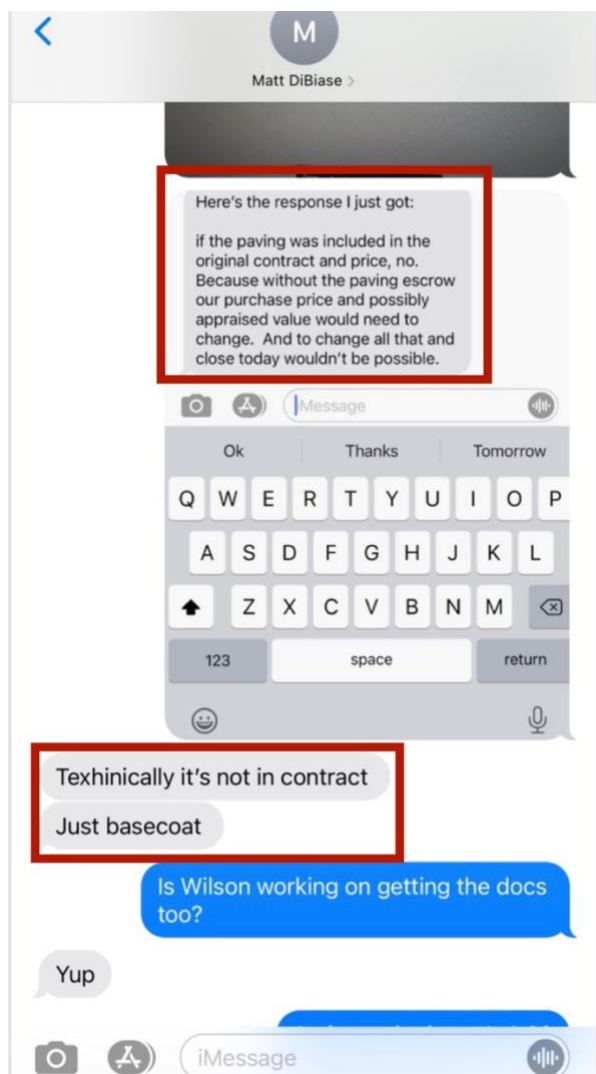
March 4th, 2021

This text is between Landing Realtor Andy Lord and Landing Realtor Matt DiBiase. Andy asks Matt if they are still meeting with Lincoln Capital (Defendants Bank) on March 4th. The text on the right states that the Plaintiffs got a moving truck in the morning on March 5th. The Plaintiffs stated that they had to scramble late in the evening to get a moving truck because the Defendant illegally evicted them but this text proves that was a lie. Also, the Defendant doesn't believe the Plaintiffs intended on closing on March 5th because they already had a moving truck prior to the closing. Matt responds to this text by stating, "I told everyone to wait until after 11" This text shows that the Plaintiff's Realtor Andy Lord was aware of the March 5th meeting and was waiting to see what resulted from that meeting.



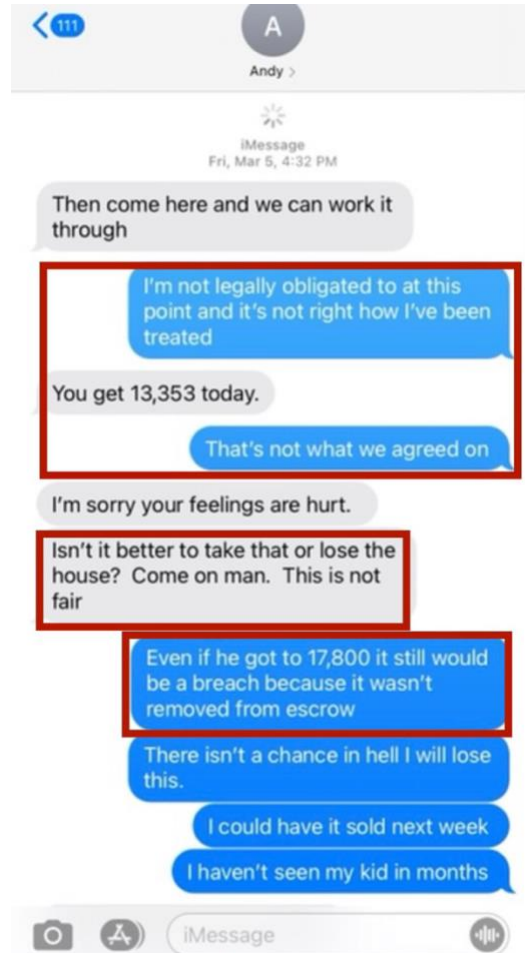
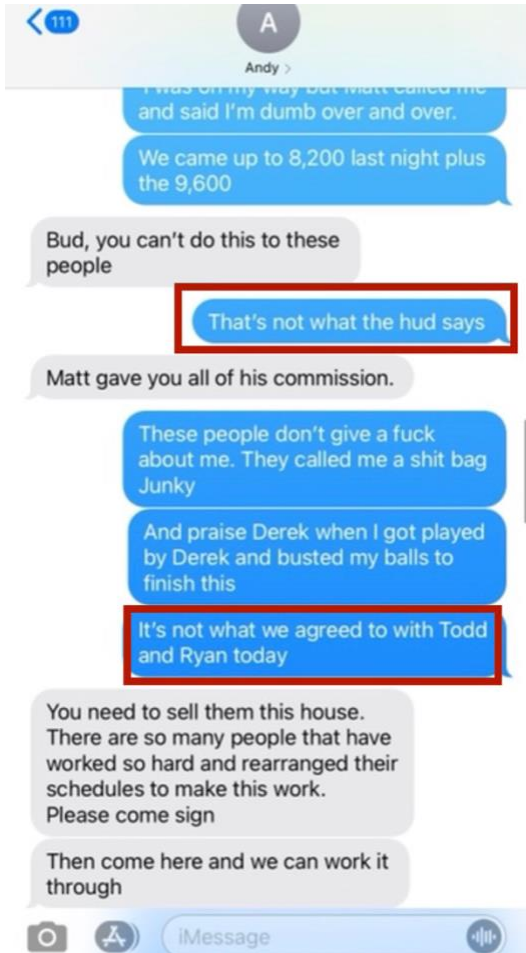
March 5th, 2021

The text on the left is between Craig Matheson of RMS and Andy Lord. Andy states, “And technically the base coat is there, just not the finish coat” this text is extremely important because it proves Andy committed perjury with his Supplemental Affidavit. Andy is saying that the base coat is finished which means the Defendant fulfilled his obligation and the escrowed funds for paving should be removed. Also, Craig states that the escrows can't be changed if they wanted to close on March 5th and that they need at least a day to remove the paving from escrow. The Defendant offered to give the Plaintiffs till Monday to comply but the Plaintiffs refused that offer. The text on the right proves Andy Lord was aware of the 11am meeting and actively checking on the progress of the meeting at 11:39am.



March 5th, 2021

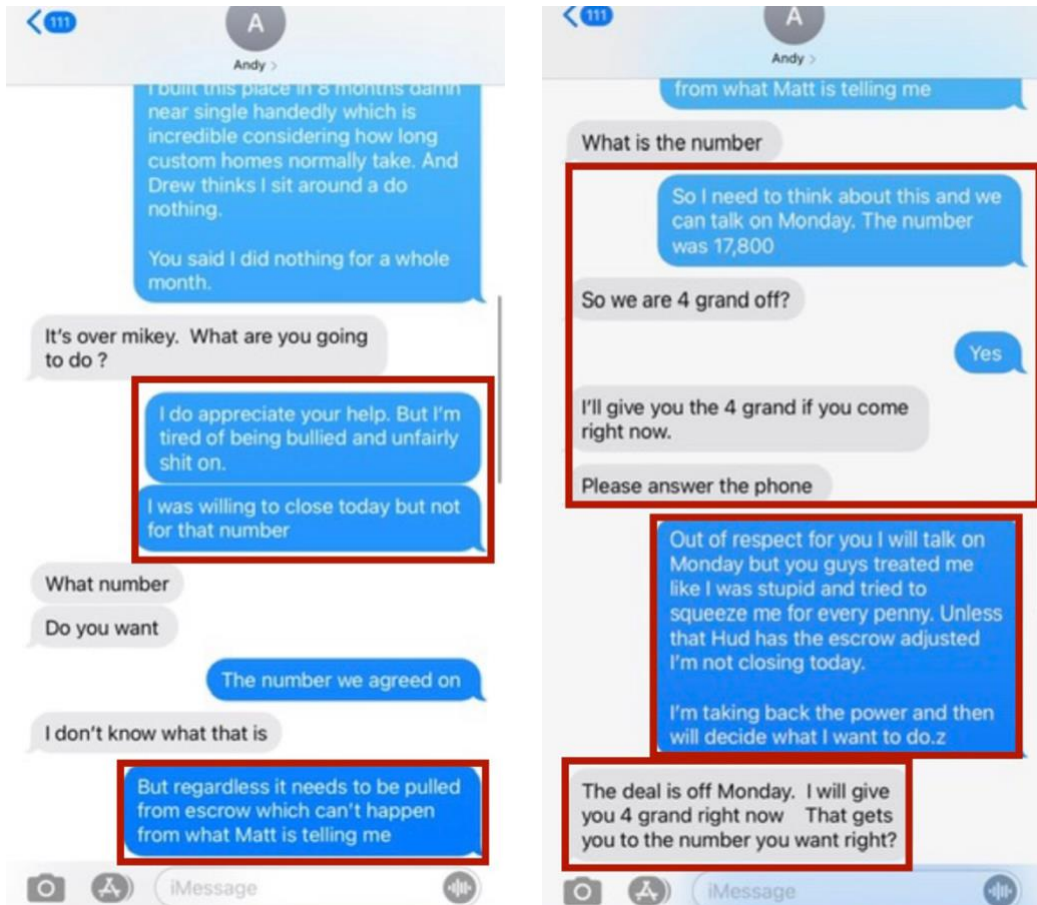
The text on the left is between Matt DiBiase and Andy Lord. Matt states, "Technically it's not in the contract, Just basecoat" This text is extremely important because it's between the two realtors and they are agreeing with the Defendant and stating that the paving isn't part of the contract. The text on the right is between Andy Lord and the Defendant. The Defendant states, "We came up to 8,200 last night plus the 9,600" The contract was terminated on March 4th but on March 5th the Plaintiffs offered to remove the paving from escrow which would have given the Defendant 17,800 at closing but this offer was never accepted by the Defendant and the Plaintiffs failed to follow through on their offer.



March 5th, 2021

These text are between Andy Lord and the Defendant. The Defendant states, "It's not what we agreed to with Todd and Ryan today" "I'm not obligated to at this point and it's not right hope I've been treated", "That's not what we agreed on" "Even if he got to 17,800 it would still be a breach because it wasn't removed from escrow" Andy Lord states, "Is it better to take that or lose the house"

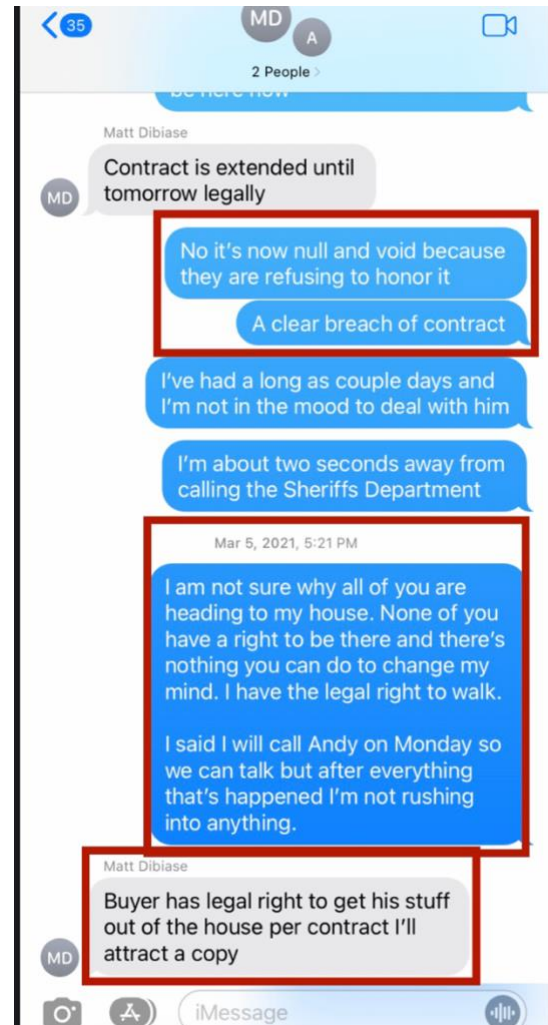
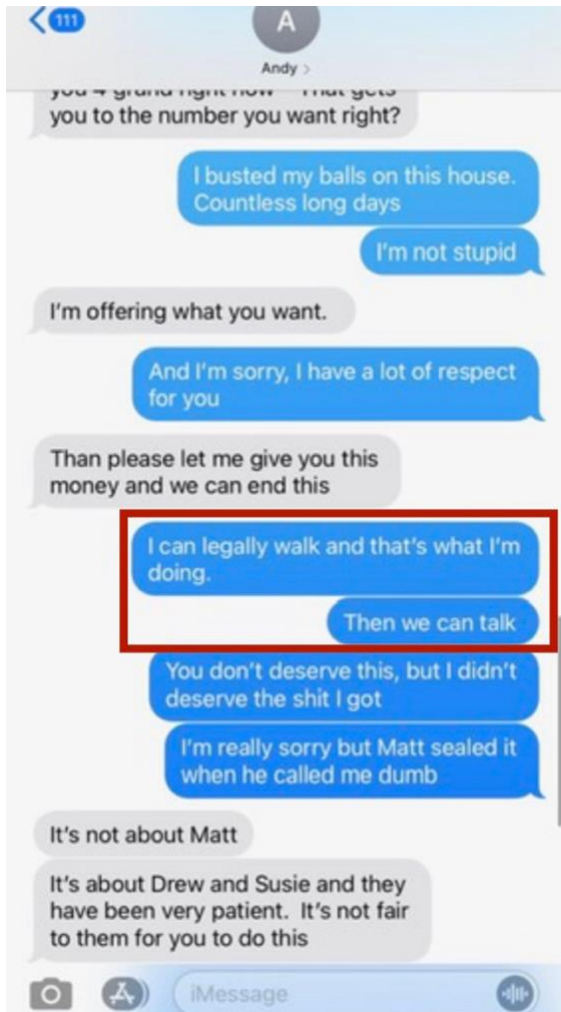
These text make it clear that the Plaintiffs were breaching the contract. Also, Andy attempts to use Lincoln Capital as leverage to manipulate the Defendant into closing. Andy Lord, Derek Ray and Matt Dibiase all threatened that Lincoln Capital was going to take the house if the Defendant didn't agree to their terms.



March 5th, 2021

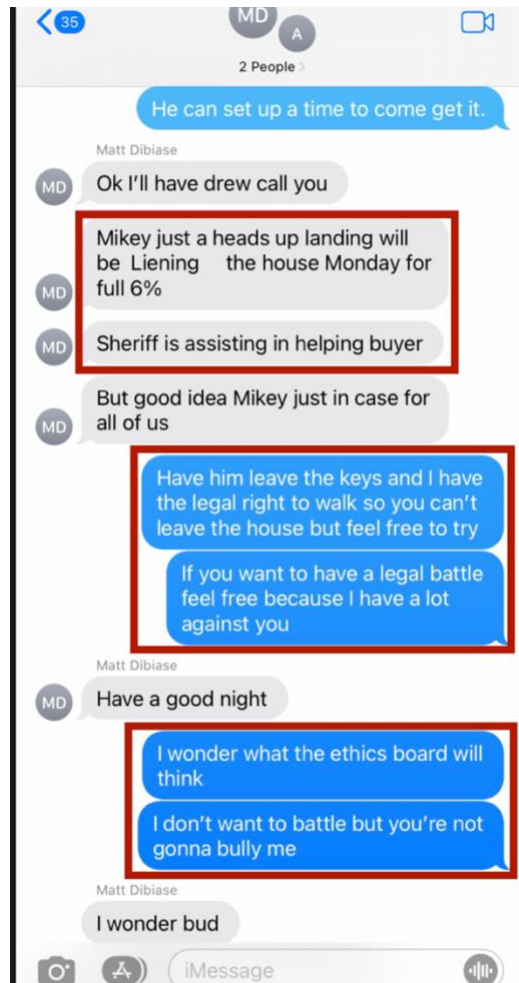
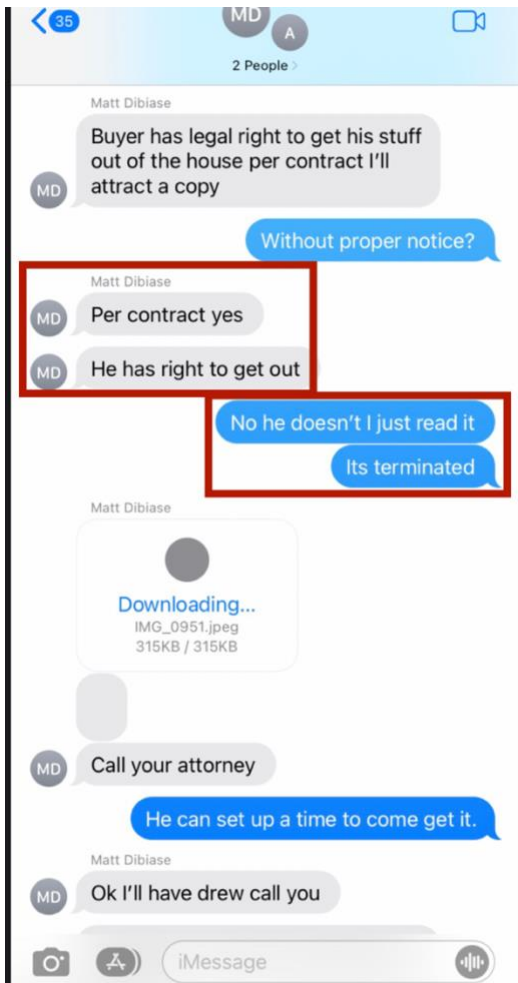
These text are between Andy Lord and the Defendant. The Defendant states, "I'm tired of being bullied and unfairly Shit on" "Out of respect for you I will talk on Monday but you guys treated me like I was stupid and tried to squeeze me for every penny. Unless that HUD has the escrow adjusted I'm not closing today" Andy Lord states, "I'll give you the 4 grand if you come right now" "The deal is off Monday. I will give you 4 grand right now. That gets you to the number you want right?"

The Plaintiffs Opposition to the Defendant's Motion to Dissolve the Plaintiffs asserted that the Defendant demanded \$4,000 for him to close and Andy Lord asked the Plaintiffs and they agreed but the Defendant still wouldn't close. During the Motion to Dissolve Hearing Attorney Monteleone told Justice O'Neil that the Plaintiffs provided the Defendant everything he asked and even went as far as to say they bent over backwards for the Defendant but he still wouldn't close despite being compensated for everything he asked for.



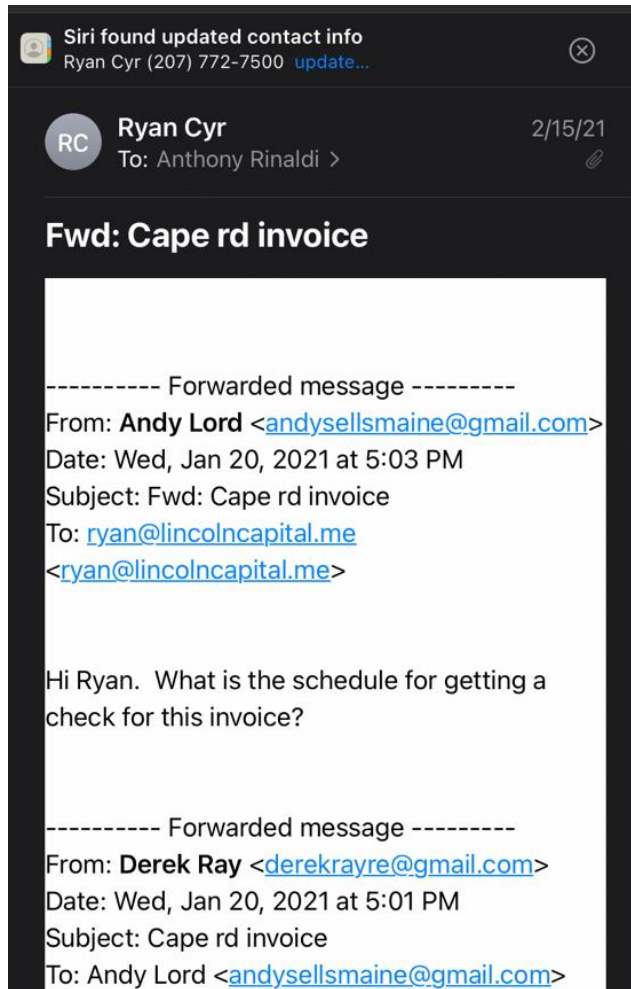
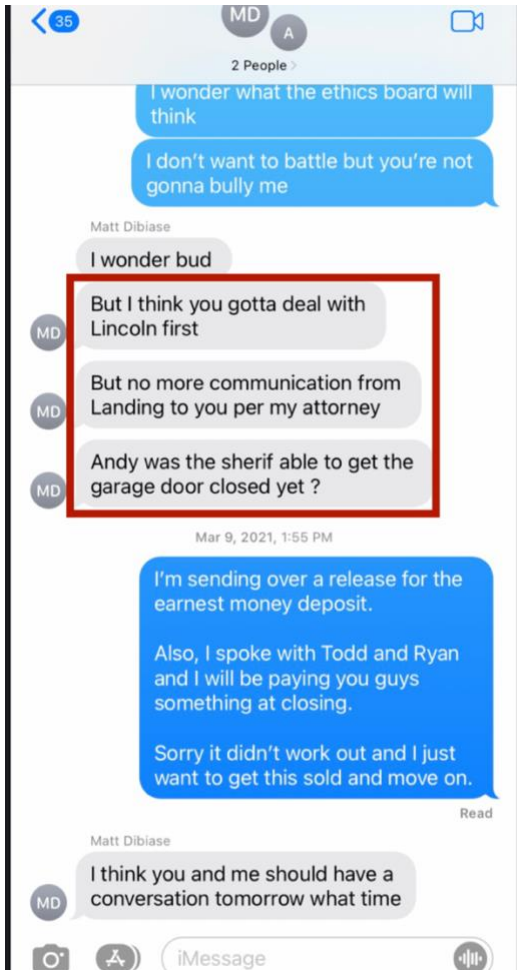
March 5th, 2021

The text on the left is between Andy Lord and the Defendant. The Defendant states, "I can legally walk and that's what I'm doing" This is the second time the Defendant has stated that he has the legal right to walk. The text on the right is a group text between Andy Lord, Matt Dibiase and the Defendant. The Defendant states, "I'm not sure why all of you are heading to my house. None of you have the right to be there and there's nothing you can do to change my mind. I have the legal right walk." This is the (3rd) time the Defendant has stated he has the legal right to walk to the Plaintiffs Realtor. Matt replies to this text stating, "Buyer has legal right to get his stuff out of the house per contract I'll attract a copy" Matt argues with the Dedensanr stating rhe buyers have the legal right to get their stuff but doesn't refute the Defendant when he says he has eve legal right to walk over and over



March 5th, 2021

These texts are group text between Andy Lord, Matt Dibiase and the Defendant. Matt Dibiase states, “Per contract yes” “He has the right to get out” and the Defendant replies, “No he doesn't I just read it, it's terminated” After that Matt threatened the Defendant by stating he was going to lien the house which never happened and also stated, “Sheriff is assisting in helping buyer” The Defendant stated for the (4th) time that he has the legal right to walk and also states, “ If you want to have a legal battle feel free because I have a lot against you, I wonder what the ethics board will think, I don't want to battle but your not going to bully me” Both parties weren't clearly in agreement regarding the paving and painting It's unconscionable to think none of the parties involved would make any indication that they didn't agree with the Defendant and allow the Defendant to terminate the contract with the impression that he was doing so legally if they didn't agree.



March 5th, 2021

The text on the left is a group text between Andy Lord, Matt Dibiase and the Defendant. Matt Dibiase states, “But I think you gotta deal with Lincoln first” “But no more communication from Landing to you per my attorney” This yet another example of Undue Influence and Duress, Derek Ray, Andy Lord and Matt Dibiase all threatened the Defendant by stating that Lincoln Capital is going to foreclose. The email on the right shows that the Plaintiffs Realtor Andy Lord directed the Defendants bank to issue one or more checks to another agent of Landing Real Estate Derek Ray. This was done without the Defendants consent or knowledge

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 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.

The Plaintiffs acknowledge the contract is "null and void" on March 4th but they believe that negotiating after the fact voids the termination of the contract. This theory by the Plaintiffs isn't supported by any evidence, isn't logical and and contradicts their other theories. The evidence is clear and overwhelming and it's shows that the Plaintiffs clearly breached the contract on March 4th and the Defendant never accepted their new offer on March 5th, 2021.

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."

The Defendant sent several group text to both Realtors verifying that the Plaintiffs were breaching the contract and that it's terminated. The Plaintiffs reduced their rate lock on March 3rd and were clearly negotiating with the Defendant on March 4th and 5th so clearly both parties were attempting to work out their differences. The Defendant sent and received a lot of text messages and made a point to document their negotiations which is why he stated that he had the legal right to walk (4) times. The Defendant didn't want the Plaintiffs to have the chance to blame him for breaching so he made sure everyone was on the same page. The Defendant sent the following 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.

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.

This response is unbelievable. Instead of admitting this fact because it's clearly true the Plaintiffs Qualified their answer claiming that a group text asking why Drew, Andy and Matt were heading to the Defendants house and letting them know that they didn't have the right to be there somehow implied that the Defendant was threatening to call the Sheriff. WOW

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:

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

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 11 am meeting the request was intended to reference.

Landing Real Estate Agents Andy Lord and Matt Dibiase met privately with Lincoln Capital on March 4th, 2021 without the Defendants consent or knowledge. (See Text Above) Also, it's crystal clear that Matt was negotiating on behalf of the buyers during the March 5th Meeting even though it was a direct Breach of his Fiduciary Duty. Nonetheless, with the help of Lincoln Capital and Landing Agents the Plaintiffs made more concessions in order to induce closing but the Defendant never agreed to these new terms. Nonetheless, Andy Lord was clearly aware of the meeting and check in on the progress of the meeting at 11:39 via a text with Matt Dibiase in which he asked about the progress of the meeting.

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

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.

The Plaintiffs admitted to being part of this text where the Defendant confirmed the contract was breached for a second time due to the Plaintiff's Anticipatory Repudiation.

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.

This is yet another example of Attorney Monteleone willingness to say anything in order to evade responsibility. If the Plaintiffs reduced the escrow holdback then they would be required to pay additional cash consideration at closing in order to cover the escrow reduction. Reducing the escrow holdback requires the Plaintiffs to provide additional cash consideration to close so framing his answer like this is clearly an attempt to dodge responsibility.

1,908 Sq Ft - 3 Bed 2.5 Bath.



2,200 Sq Ft – 4 Bed 2.5 Bath



The plaintiff's had the option between these two house styles / sizes but chose to build the smaller house because they couldn't afford the larger one. The house on the left is the house the Defendant was contracted to build and the house on the right is the house he actually built. After the contract was signed the Plaintiffs began asking for upgrades which the Defendant agreed to with the understanding that he would be compensated but that never happened. The Defendant ended up doing at-least \$80,000 in upgrades that were never paid for and was being manipulated and pressured from all sides. It's unconscionable to think any builder would agree to these terms and it's clear that undue influence and duress played a major role.