

State of Maine

Superior Court

Cumberland, SS

Civil Action

Docket No. CV-2021-138

Drew Pierce & Janice Lariviere,

Plaintiff,

vs.

Anthony M Rinaldi & Southern

Maine Construction,

Defendant.

MOTION TO DISMISS

LACK OF SUBJECT MATTER

JURISDICTION

Maine Rules C.P. Rule 12(b)1

MEMORANDUM AND POINTS OF AUTHORITY

Pros Se Defendant Anthony Michael Rinaldi & Southern Maine Construction (collectively “Defendants”), hereby Motion the Court to Dismiss the complaint pursuant to M.R.Civ.P. 12(b)1
SUBJECT MATTER JURISDICTION

I. INTRODUCTION AND STATEMENT OF FACTS

This lawsuit is the Worst Abuse of the Legal System in Maine History and the court should immediately dismiss the Plaintiffs claim for Lack of Subject Matter Jurisdiction and end this fraudulent litigation once and for all. **THE PLAINTIFFS ARE OUT OF STATE LITIGANTS WHO DON'T RESIDE IN MAINE AND NEVER HAVE (EMPHASIS ADDED) THE DEFENDANT ON THE**

OTHER HAND IS A LIFELONG RESIDENT OF MAINE AND AN ACTIVE MEMBER OF HIS COMMUNITY (EMPHASIS ADDED) This case isn't about honesty because the record evidence

is so clear and overwhelming that testimony isn't needed. Furthermore, Title 14 §704

discusses Maines Long Arm Statue which is directed towards out of state Defendant's but states the following,

*"Declaration of purpose: It is declared, as a matter of legislative determination, that the public interest demands that the State provide its citizens with an **effective means of redress against nonresident persons** who, through certain significant **minimal contacts with this State**, incur obligations to citizens entitled to the state's protection....This section, to **insure maximum protection to citizens of this State**, shall be applied so as to assert jurisdiction over nonresident defendants to the fullest extent permitted by the due process clause of the United States Constitution, 14th amendment."*

The Plaintiff's Complaint alleges that the Defendant breached the contract when he sent a text to the Plaintiffs Realtor Andy Lord stating, "I'm not closing because I want to sell the house to someone else for more money" (Plt Ver Comp) The Plaintiffs allege that purchasing a similar home will cost them an additional \$115,000 and that the proceeds from the sale of 451 Cape Rd was entirely attributed to the house appreciating over an 8 month period. Furthermore, the Plaintiffs allege that the Defendant contacted the Sheriffs Department and directed them to immediately evict the Plaintiffs from 451 Cape Rd and that they had to scramble in the evening to secure a moving truck due to the illegal eviction.

These allegations in the Plaintiffs Verified Complaint are clearly false and the Plaintiff's actions are a disgrace to the legal system. First, the Affidavit of Andy Lord states under oath

that the Defendant texted him that he wasn't willing to close because he wanted to sell the house to someone else for more money and that the series of text attached as Exhibit A is a complete and accurate representation (Plt Ver Comp). Both of these statements **under oath are patently false and a clear attempt to deceive the court.** The Defendant sent (4) text to both Real Estate Agents stating that he has the legal right to walk and he sent (3) text saying the paving and/or painting needs to be removed from escrow or it would result in the Plaintiffs breaching the contract. Both parties were on the same page regarding who was breaching the contract Not only was there no text that matches Lord's description but the Defendant was crystal clear why he wasn't closing so Andy Lord was well aware that he was lying to the court. To make matters worse Lord removed material text before submitting them to the court which was also done in an attempt to deceive the court.

Second, the Plaintiffs assert that it would cost them an additional \$115,000 to purchase a similar property and attribute the difference in sale price entirely to the property appreciating over the previous 8 months. These claims are laughable as they stand because houses generally don't appreciate 30% over an 8 month period. Also, the Plaintiff had in their possession an appraisal from Feb 2021 (\$420,000) that was the most accurate estimate of the houses value but instead they inflated the value by \$80,000 and violated the Maine Rule of Professional Conduct by withholding material evidence from the tribunal. But even if the Plaintiffs could prove damages (they can't) they never purchased another home so those damages are only hypothetical not actual.

The record will show without question that the Plaintiffs case should be dismissed for the following reason.

- 1. The Court Lacks Jurisdiction – The Plaintiffs Lack Standing because their alleged damages are hypothetical and speculative not concrete and actual.**
- 2. The Court Lacks Jurisdiction – The Plaintiffs Lack Standing because the Plaintiffs failed to show that the injury is “Fairly traceable to the Defendants actions”**
- 3. The Court Lacks Jurisdiction – The Plaintiffs Lack Standing because the Plaintiffs failed to show that their injury “Will be redressed by a favorable decision”**
- 4. The Court Lacks Jurisdiction – The Plaintiffs Lack Standing because their alleged damages were completely offset by the unpaid upgrades and work done after March 5th therefore the Plaintiffs weren’t damaged.**

Additionally the Plaintiff’s lawsuit fails for the following reasons:

1. The Plaintiffs claims are barred due to Anticipatory Repudiation
2. The Plaintiffs claims are barred due to Fraud on the Court
3. The Plaintiffs claims are barred due to Failure of Consideration
4. The Plaintiffs claims are barred due to Unclean Hands
5. The Plaintiffs claims are barred due to Judicial Estoppel
6. The Plaintiffs claims are barred due to Offset
7. The Plaintiffs claims are barred due to Failure to Mitigate
8. The Plaintiffs claims are barred due to Waiver
9. The Plaintiffs claims are barred due to Undue Influence & Duress
10. The Plaintiffs claims are barred because they failed to present Prima Facie Evidence

II. LEGAL STANDARD

A motion to dismiss pursuant to Maine Rule of Civil Procedure 12(b)(1) challenges the court's subject matter jurisdiction. M.R. Civ. P. 12(b)(1). "When a court's jurisdiction is challenged, the plaintiff bears the initial burden of establishing that jurisdiction is proper." *Commerce Bank & Trust Co. v. Dworman*, 2004 ME 142, 18, 861 A.2d 662. "[W]henever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action." M.R. Civ. P. 12(h)(3). "A party may challenge a court's subject matter jurisdiction at any time during the proceedings." *Strout, Payson, Pellicani, Hokkanen, Strong & Levine v. Barker*, 2001 ME 28, ¶7, 765 A.2d 994, 996. "When a motion to dismiss is based on the court's lack of subject matter jurisdiction, we make no favorable inferences in favor of the plaintiff such as we do when reviewing a motion to dismiss for failure to state a claim upon which relief can be granted." *Tomer v. Me. Human Rights Comm'n*, 2008 ME 190, ¶9, 962 A.2d 335, 338. The court makes no favorable inferences in favor of the plaintiff. *Persson v. Dep't of Human Servs.*, 2001 ME 124, ¶8, 775 A.2d 363. At a minimum, standing to sue means that the party, at the commencement of the litigation, has sufficient personal stake in the controversy to obtain judicial resolution of that controversy." *Mortgage Rec. Reg. Sys. v. Saunders*, 2010 ME 79, ¶7, 2 A.3d 289, 293-94 (quoting *Halfway House Inc.*, 670 A.2d at 1379). With respect to standing, the plaintiff's complaint must provide "general factual allegations of injury resulting from the defendant's conduct . . ." *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 561 (1992); *Warth v. Seldin*, 422 U.S. 490, 518 (1975).

The Constitution empowers Article III courts to decide "Cases" or "Controversies." The doctrine of standing implements this requirement by imposing three key requirements on

plaintiffs: “(1) an injury in fact which is ‘concrete and particularized’ and ‘actual or imminent, not conjectural or hypothetical,’ (2) that the injury is ‘fairly traceable to the challenged action,’ and (3) that it is “likely . . . that the injury will be redressed by a favorable decision.””

Massachusetts v. United States Dep’t of Health and Hum. Servs., 923 F.3d 209, 222 (1st Cir. 2019) (quoting Lujan v. Defs. of Wildlife, 504 U.S. 555, 560 (1992)). “The plaintiff bears the burden of establishing these elements and must plead sufficient factual matter to plausibly demonstrate standing to bring the action.” Perez-Kudzma v. United States, 940 F.3d 142, 145 (1st Cir. 2019)

The Supreme Court has noted that injury in fact is the “foremost of standing’s three elements [and] . . . a constitutional requirement[.]” Spokeo, Inc. v. Robins, 136 S. Ct. 154, 1547 (2016) (internal quotation marks omitted)., “To establish injury in fact, a plaintiff must show that he or she suffered ‘an invasion of a legally protected interest’ that is ‘concrete and particularized’ and ‘actual or imminent, not conjectural or hypothetical.’” Spokeo, 136 S. Ct. at 1548 (quoting Lujan, 504 U.S. at 560). (“A concrete’ injury must be ‘de facto’; that is, it must actually exist,”)

III. ARGUMENT

1. **The Court Lacks Jurisdiction – The Plaintiffs Lack Standing because their alleged damages are hypothetical and speculative not concrete and actual.**

An abstract injury does not thereby gain standing to sue.” Nichols v. City of Rockland, 324 A.2d 295,297 (Me. 1974).The controversy must be definite and concrete, touching the legal relations of parties having adverse legal interests... It must be a real and substantial

controversy, admitting of specific relief through a decree of a conclusive character, as
distinguished from an opinion advising what the law would be upon a hypothetical state of
facts. Id. (quoting Aetna Life Ins. Co. v. Haworth, 300 U.s. 227, 240-241 (1937)». Mere
displeasure with a decision is not sufficient to establish standing to sue. Nichols, 324 A.2d

The Plaintiffs alleged damages are hypothetical and speculative not concrete and actual, ie
they don't exist. The Plaintiffs allege that the Defendant has caused them to suffer damages by
increased real estate prices, attorney fees and RMS rate lock.

**A. DEFENDANT HAS CAUSED PLAINTIFFS TO SUFFER DAMAGE CAUSED BY INCREASED
REAL ESTATE VALUES**

The Plaintiffs verified complaint states,

*“ Defendants Rinaldi and Southern Maine Construction, LLC's breach of contract has
caused Plaintiffs to suffer damages caused by increased real estate values, requiring
Plaintiffs to now pay at least \$115,000 more to acquire a comparable property to that
they had contracted to purchase from Defendants for \$385,000.” (Plts Ver Cmp at 8 ¶ 50)*

If the Plaintiffs purchased a similar home then they could argue that they were damaged but
the mere speculation that it would cost them additional funds doesn't suffice. It's been almost
(3) years and I don't believe either Plaintiff have purchased another property. Nonetheless, the
Plaintiffs complaint clearly fails to present any concrete evidence to support their damages.

Not only are the Plaintiff's Alleged Damages hypothetical they are also overstated. The
Plaintiffs Ex Parte Verified Complaint didn't include an appraisal (Exhibit C) that was completed
just prior to closing which was the most accurate and reliable estimate of the houses value.
Instead of using the Appraisal that was in their possession they chose to inflate the estimated

value and withhold the appraisal from the court even though it Violated the Maine Rules of Professional Conduct 3.3(d). When confronted with this clear violation Attorney Monteleone claimed that the sale price was the most accurate measure and not the appraisal. This argument fails for multiple reasons. The Defendant worked on Cape Rd from March 5th – June 6th to illicit a higher sale price and any work done after March 5th has nothing to do with the Plaintiffs therefore it would need to be removed from the total but that never happened and the Plaintiffs requested a substantial amount of upgrades and then refused to pay for them. (Exhibit A at 30) It's unconscionable that the Plaintiffs would request these upgrades, refuse to pay and then ask the court to award them the value of those same upgrades.

The Plaintiffs alleged damages are hypothetical at best because they never actual purchased another home and the law doesn't allow this. Lawsuits of this nature are extremely taxing on the system and are a waste of the courts valuable time. The court system has its hands full attempting to resolve actual injuries and doesn't have time to play pretend.

B. DEFENDANT HAS CAUSED PLAINTIFFS TO SUFFER DAMAGE CAUSED BY ATTORNEY FEES

The Plaintiffs Verified complaint states,

Plaintiffs additionally have a likelihood of recovering their attorney fees incurred in this action. Plaintiffs are entitled to recover attorney fees pursuant to the Contract's mediation clause, Section 17, which provides a contractual right to recover attorneys fees where the non prevailing party refused to participate in pre-litigation mediation in good faith. Verified Compl. Ex. A, § 17. Here, Defendant Rinaldi, personally and on behalf of Southern Maine Construction, LLC, was invited on March 12, 2021 to employ the mediation process to resolve the present breach of contract dispute. Verified Compl. 4

37. In response, Defendant Rinaldi refused to participate in mediation, and instead took steps to promptly re-list the Property for sale to a different buyer at a sharply higher price. Verified Compl. 19 38-39. Defendant Rinaldi's refusal to participate in mediation triggered Plaintiffs' right to recover their reasonable attorneys fees incurred in the subsequent action. Attorney fees incurred to litigate this breach of contract/ illegal eviction action through final judgment are anticipated to total at least \$25,000. Aff. of Counsel 9 4. Alternatively, Plaintiffs are also entitled to recover attorneys fees pursuant to 14 M.R.S. § 6014 for prosecution of their illegal eviction caused by Defendants' actions to remove Plaintiffs from the property on March 5, 2021 despite Plaintiffs' contracted-for right of possession. Verified Compl. IT 20, 54-58; Compl. Ex. A-2.

Hypothetically even if the Plaintiffs won (THEY WONT) it's still doesn't mean a Justice will award Attorney fees so these damages are hypothetical and speculative at best. Also, Attorney Monteleone seemed to randomly pick an arbitrary number for his estimated fees and given how much his fees have grown it's obvious that his arbitrary fee estimate was hypothetical and not based on actual damages. Attorney fees should have never be part of the Plaintiffs alleged injuries but even worse is the fact that the March 12th, 2021 letter the Plaintiffs referenced was littered with lies (Exhibit D) and even worst still is the fact that the Defendant didn't refuse mediation. The Defendant explained his position, provided evidence, pointed out why their demand letter wasn't factual and never refused mediation. (Exhibit D) In fact the Defendant would have mediated if the Plaintiffs attempted to in good faith. In order to be awarded Attorney fees the Plaintiffs would first need to prevail with their claims. Lastly, the contract was terminated on March 4th 2021 Due to the Plaintiffs Anticipatory Repudiation therefore the

contract was null and void and the mediation clause no longer applied. The purchase and sale agreement mediation clause states,

“This clause shall survive the closing of the transaction” (Exhibit E)

The mediation clause didn't say this shall survive the termination of the transaction. It says the closing of the transaction and the transaction never closed so the mediation clause clearly isn't applicable as it stands, never mind in this situation where the Plaintiffs committed fraud on the court.

C. DEFENDANT HAS CAUSED PLAINTIFFS TO SUFFER DAMAGE CAUSED BY RMS RATE LOCK

The Defendant was asked to sign an extension in November and didn't realize the RMS charge was put into fine print until the Defendant was served in this action. Both Realtors tried to squeeze the Defendant for every penny(Exhibit A at) and this was just another example. All the parties were amicable until months after this was signed so why would the Defendant agree to pay such a large amount when he didn't do anything wrong. In January 2021 the Defendant needed to sign another extension and both realtors messaged him emphasizing that they needed the extension signed asap. The Defendant nearly signed it but something felt off and sure enough in fine print is the following line, “SELLER AGREES TO PAY \$500 PER DAY TOWARDS BUYERS ACTUAL CLOSING COSTS FOR EVERYDAY PAST 1/20/21 UNTIL CLOSING” (Exhibit A at 31) The Defendant was furious that both Realtors tried to trick him into signing an extension with a \$500 dollar a day charge that would have cost him an additional \$22,000. Adding the RMS Rate Lock and this charge would have cost the Defendant \$30,000 and there isn't one text or anything where the Realtors are discussing the Defendant paying anything to the buyers/Plaintiffs. The text that do exist indicate the Plaintiffs should be compensating the

Defendant (Exhibit A at 14-16) so it's clear that the Realtors conned the Defendant into signing this fee without him knowing. The Defendant sent a text on March 3rd to his Realtor Matt Dibiase stating, "I may have signed that rate lock but I guarantee the text or email just say sign the extension" (Exhibit A at 14) Furthermore, these injuries are also hypothetical as well because I don't believe the Plaintiffs paid this fee so they weren't damaged.

In conclusion, the Plaintiffs believe the entire proceeds from the sale of Cape Rd is rightfully theirs and not the builder / Land owner (Defendant) who financed the entire build alone. The Plaintiffs only visited the build a handful of times and their offer had a very small deposit of \$3,500 (Exhibit E at 1) so they risked very little and had minimum involvement other than the requested upgrades. The Defendant on the other hand had been planning this build for years, owned the land outright and he was almost finished framing the house when the Plaintiffs first viewed it. It's unconscionable that the Plaintiffs even filed this frivolous lawsuit and it's even more unconscionable that they are claiming they were damaged \$147,000.

2. The Court Lacks Jurisdiction – The Plaintiffs Lack Standing because the Plaintiffs failed to show that the injury is “Fairly traceable to the Defendants actions”

By the 1970s, the touchstone of standing had become the existence of a “personal stake in the outcome of the controversy.”⁵³ Thus, the Court not only required that the plaintiff suffer an injury-in-fact, but also that the injury be “fairly traceable” to the defendant’s conduct. This has become known as the causation prong of the standing doctrine

The Supreme Court has noted that injury in fact is the “foremost of standing’s three elements [and] . . . a constitutional requirement[.]” Spokeo, Inc. v. Robins, 136 S. Ct. 154, 1547 (2016) (internal quotation marks omitted). The US Supreme Court opinions in Acheson Hotels, LLC v. Laufer states,

A party, however, cannot create an injury necessary to maintain a lawsuit Similarly, an injury that is self-inflicted cannot establish standing under Article III because “a self-inflicted injury, by definition, is not traceable to anyone but the plaintiff.” Acheson Hotels, LLC v. Laufer, 143 S. Ct. 1053, 215 L. Ed. 2d 278, 2023 U.S. (U.S., Mar. 27, 2023).

The Defendant was contracted to build a 3 Bedroom 1,900 Sq ft home and ended up building a 4 bedroom 2,200 SqFt home. (Exhibit A at 31) The Plaintiffs requested multiple upgrades which included an additional bedroom, farmers porch, hardwood floors, drywalled garage, moved utilities, bathroom mirrors and several other upgrades. The Defendant estimates these upgrades to account for \$80,000+ but the Plaintiffs refused to pay. On March 3rd they did reduce the RMS Rate Lock by \$2,767 in an attempt to compensate the Defendant for the upgrades (Exhibit A at 2-4, 14-16) but on March 5th Lincoln Capital illegally increased the Defendants loan amount in an attempt to escrow additional funds for the Plaintiffs.(Exhibit B at 14 ¶ 248) So on March 3rd the Plaintiffs offered \$2,767 to the Defendant and then on March 5th they increased the Defendants payoff by \$3,359 which makes a total increase of \$592 (Exhibit A)(Exhibit F). It's a fact that the Defendant built a much bigger house than he was contracted to and the Plaintiffs refused to pay additional funds. The Plaintiffs now wants the court to award them the proceeds from those same upgrades. Nonetheless, the Plaintiffs can't prove causation thereby tracing the alleged injuries to the Defendant. In this case like *Acheson* the Plaintiffs were the cause of their

alleged injuries. On March 4th the contract was terminated because the Plaintiffs refused to honor the contract. Not only did they refused to honor the contract but the following day on March 5th they made an offer to the Defendant and didn't follow through on that offer so even if the contract wasn't terminated on March 4th (IT WAS) then it would have been on March 5th due to the Plaintiffs failing to honor their part of the agreement. On top of that, the Plaintiffs claim would be barred due to their failure to mitigate, offset and Undue Influence / Duress. On March 3rd both Realtors were attempting to compensate the Defendant for the unpaid upgrades and due to the unauthorized payments so it's incredible that the Plaintiffs are claiming those attempts by the Plaintiffs were due to the paving and painting when those two issues hadn't been brought up. Furthermore, the Defendant offered to give them time to honor the agreement but they refused that offer. Even if the Plaintiffs didn't commit fraud on the court (THEY DID) it would still be unconscionable for them to file a lawsuit give the fact that the evidence is crystal clear and there is an overwhelming amount of proof that the Plaintiffs breached the contract. Any one of the arguments above would suffice to show that the Plaintiffs not the Defendant was the only culpable party that caused these alleged damages.

Attorney Monteleone acknowledges that the Plaintiffs misled the Defendant into believing that he was legally terminating the contract based off their anticipatory repudiation but argues that the Plaintiffs can mislead the Defendant and aren't obligated to tell the Defendant their position to enforce their legal obligation under the contract. (Exhibit A at 5-7) Attorney Monteleone's theory isn't based on case law, is unconscionable and is clearly done in bad faith.

In conclusion the Plaintiffs damages are hypothetical at best and even if they weren't the Plaintiffs are the cause of their alleged damages and aren't able to trace the damages to the Defendant thereby failing to prove causation .

3. The Court Lacks Jurisdiction – The Plaintiffs Lack Standing because the Plaintiffs failed to show that their injury “Will be redressed by a favorable decision”

The record clearly shows that the contract was terminated on March 4th 2021 due to the Anticipatory Repudiation of the Plaintiffs. Attorney Monteleone argues that the Defendant negotiating with the Plaintiffs on March 5th 2021 voids the termination that took place the previous day (Plt's Interrogatories) Monteleone's Legal Theory isn't based in reality and is just a dishonest attempt to circumvent the law. Attorney Monteleone prides himself on understanding the law and is a self described policy Junior and his bio states, “James has a knack for tracking down facts and distilling complex information into clear, concise prose” Attorney Monteleone clearly understands the following case law "a definite and unequivocal manifestation of intention on the part of the repudiator that he will not render the promised performance when the time fixed for it in the contract arrives." Wholesale Sand & Gravel, Inc. v. Decker, 630 A.2d 710, 711 (Me. 1993)

The Plaintiffs refused to perform on March 4th when the Defendant Demanded the funds for painting and paving be removed from escrow and they refused to do so. The Defendant responding by directing his Real Estate Agent to terminate based on their repudiation and then followed that conversation up with multiple text messages verify their repudiation. The

Defendant made sure to document the Plaintiffs Breach in multiple ways to protect himself. He stated that he had the legal right to walk over and over again and was crystal clear why he wasn't closing and made sure everyone understood in a clear and concise manner. The Defendant wasn't going to take any chances after finding out about the unauthorized payments and that way if the Plaintiffs ever tried to sue they would be laughed out of court and get in trouble for frivolous filings. Nonetheless, the Defendant sent the following group text to Andy Lord and Matt Dibiase 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." (Exhibit A at 17)

Matt Dibiase sent the following group text to the Defendant and Andy Lord on March 4th, 2021 in response to the text above "Sorry it didn't work out" "Again the buyers were willing to accept the house as-is" (Exhibit A at 17) The Defendant sent the following group text to Andy Lord and Matt Dibiase on March 4th,, 2021 "No it's null and void because they are refusing to honor it" "A clear breach of contract" (Exhibit A at 18)

The basic breach of contract elements require you to prove:

1. There was a valid contract;
2. You performed your part of the contract;
3. The defendant failed to perform their part of the contract; and
4. You sustained damages caused by the defendant's breach

The Plaintiffs failed to state a prima facie case for each element of their claim.

1. The Plaintiffs failed to identify that a valid contract exists. The contract didn't reflect the house that was being built and the Defendant was fraudulently induced into signing the contract.
2. The Plaintiffs failed to prove the Defendant Breached the contract. The Plaintiffs have presented four different versions of events during the past 20 months all of which have been proven false so the only thing they proved was their willingness to commit fraud on the court.
3. The Plaintiffs Breached the Contract with their Non Performance. An Anticipatory Repudiation Occurred when the Plaintiffs refused to honor the contract by not paying for the \$80,000 in requested upgrades and by not removing the painting and paving from escrow.
4. The Plaintiffs failed to prove damages. The Plaintiffs never purchased another home therefore their damage claim is only hypothetical and the \$80,000 in upgrades and the \$30,000+ in work done after March 5th, 2021 would offset any claim.

CONCLUSION

The Plaintiffs complaint fails on all accounts. Their initial complaint failed to show an injury that's concrete and actual, failed to present a plausible legal argument, withheld material text and failed to present any evidence. Furthermore, the Plaintiffs quickly changed their entire story in order to Defeat the Defendant's Motion to Dissolve and haven't mentioned their original complaint since that time. When called out for Judicial Estoppel Attorney Monteleone responded, "That's the nature of learning as we go, we work with what we have when we

have it” This lawsuit is the **WORST ABUSE OF THE LEGAL SYSTEM IN MAINE HISTORY** and the court should promptly dismiss this frivolous claim so that the Defendant can move on with his life and no longer be deprived of his property.

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

X

ANTONY RINALDI

NOTICE:

Pursuant to Rule 7 of the Maine Rules of Civil Procedure, opposition to this Motion must be filed no later than 21 days after the filing of the motion, unless another time is provided by the Rules of the Court. Failure to file a timely objection will be deemed a waiver of all objections to this Motion which may be granted without further notice or hearing.