

STATE OF MAINE
CUMBERLAND, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-21-138 ✓

DREW PIERCE and JANICE LARIVIERE)
)
)

Plaintiffs,)
)

v.)
)

ANTHONY MICHAEL RINALDI and)
SOUTHERN MAINE CONSTRUCTION,)
LLC)
)

Defendants.)
)

ORDER ON CROSS MOTIONS
FOR SUMMARY JUDGMENT

REC'D CUMB CLERK
DEC 5 '22 PM 1:17

Before the Court are the parties' cross motions for summary judgment. For the reasons set forth herein, both motions for summary judgment are DENIED. Also before the Court is Defendants' request for a summary judgment hearing. Defendants' request is DENIED.¹

FACTUAL BACKGROUND

This case arises out of a contract for the construction and sale of a residential property. Defendant Rinaldi is the owner and sole member of Defendant Southern Maine Construction, LLC (collectively "Rinaldi"), which is engaged in the residential construction business. (Affidavit of Anthony Michael Rinaldi ("Rinaldi Aff.") ¶¶ 3-4.) In April 2020, Rinaldi began constructing a residence in Raymond, Maine. (Plaintiffs' Additional Statement of Material Facts ("Pl. ASMF") ¶ 2.) On August 17, 2020, Drew Pierce and Janice Lariviere entered into a contract with Rinaldi for the purchase and sale of that residence for \$385,000. (Pl. ASMF ¶ 3.) Ultimately, the closing fell through. (Pl. ASMF ¶¶ 21-22; Rinaldi Aff. ¶¶ 50-52.) On March 29, 2021, Rinaldi entered into

¹ A significant backlog of civil cases still remains as a result of court closures at the beginning of the COVID-19 pandemic. As such, this Court is only scheduling oral argument when essential.

a purchase and sale agreement with a new buyer for \$487,000. (Rinaldi Aff. ¶¶ 40, 54-55; Pl. ASMF ¶ 16.) Pierce and Lariviere filed suit on April 14, 2021, alleging breach of contract and illegal eviction. Rinaldi's summary judgment motion was docketed on July 12, 2022. Pierce and Lariviere's cross motion for partial summary judgment on their breach of contract claim was filed on September 15, 2022.

STANDARD OF REVIEW

When there are cross-motions for summary judgment, each motion is analyzed separately, with inferences drawn in favor of the opposing party. *F.R. Carroll, Inc. v. TD Bank, N.A.*, 2010 ME 115, ¶ 8, 8 A.3d 646. Summary judgment is proper when review of the parties' statements of material fact and the record evidence to which they refer, considered in the light most favorable to the nonmoving party, indicates that there is no genuine issue of material fact in dispute and the moving party is entitled to judgment as a matter of law. M.R. Civ. P. 56(c); *Remmes v. The Mark Travel Corp.*, 2015 ME 63, ¶ 18, 116 A.3d 466. A fact is material if it has the capacity to affect the outcome of the case. *Lewis v. Concord Gen. Mut. Ins. Co.*, 2014 ME 34, ¶ 10, 87 A.3d 732. An issue is genuine if the factfinder must choose between competing versions of the truth. *Id.*

DISCUSSION


Here, review of the parties' statements of material fact and the record evidence to which they refer reveals myriad facts in dispute on both sides that have the potential to affect the outcome of both the breach of contract claim and the illegal eviction claim. To grant summary judgment to either party, the Court would be forced to choose between competing versions of the truth as to significant issues. Therefore, summary judgment is improper and both parties' motions for summary judgment must accordingly be denied.

Entry is:

Defendant Rinaldi's Motion for Summary Judgment is Denied. Plaintiffs Pierce and Lariviere's Motion for Partial Summary Judgment is Denied. The clerk is directed to incorporate this order into the docket by reference pursuant to M.R. Civ. P. 79(a).

Dated:

12/5/22



John O'Neil Jr.
Justice, Maine Superior Court

12/5/22 ALL pending
MOTION EXCEPT CONTEMPT
WHICH IS PART OF TRIAL
ARE DENIED AS MOOT
JHO

Entered on the Docket: 12/10/2022