

VERMONT SUPERIOR COURT  
Washington Unit  
65 State Street  
Montpelier VT 05602  
802-828-2091  
www.vermontjudiciary.org



CIVIL DIVISION  
Case No. 25-CV-04901

**Ally Bank v. Reid Paul et al**

**ENTRY REGARDING MOTION**

Title: Motion to Dismiss; Reply ; Plaintiff's Reply to Defendant's Amended Answer  
Filings (Motion: 4; )  
Filer: Marcus E. Pratt; Marcus E. Pratt  
Filed Date: May 07, 2026; May 15, 2026

The motions are GRANTED.

Plaintiff Ally Bank has filed two motions to dismiss. Neither motion has been opposed. After reviewing the filings, the Court finds good cause in both to **Grant** Plaintiff's motions.

The first motion concerns Defendant Reid Paul. As Plaintiff notes, Reid Paul has not been served and is not, based on his prior bankruptcy, subject to a deficiency claim. Given that the replevin has occurred, there is no further claim, and the complaint against Reid Paul is **Dismissed with Prejudice**. V.R.C.P. 12(b)(5) and (6).

The second motion is slightly more complicated.

Defendant Bryn Paul has filed a counterclaim action against Ally Bank seeking \$10,500 in storage fees for holding the replevined truck from June 14, 2025 until April 10, 2026. This claim falls under 23 V.S.A. §§ 2151–2155, which permits a “landowner on whose property an abandoned motor vehicle was discovered or has been relocated” to collect fees from the owner for storage of the vehicle. Plaintiff seeks to dismiss the complaint on two grounds. First, it notes that Defendant has omitted a necessary party by not bringing this action against his brother, Reid Paul, the owner of record, at the time of abandonment. Second, it claims that the notice of abandonment was improper as Ally Bank was not the owner and a primary lienholder in the truck. Defendant Bryn Paul has not responded to this motion or either of Plaintiff's arguments.

Bryn Paul's complaint states that on or about October 6, 2022, his brother, Reid Paul, registered the subject motor vehicle with the Vermont Department of Motor Vehicle. Reid Paul used Bryn Paul's home address in Wolcott, Vermont. Bryn Paul states that on or about October 20, 2024, Reid Paul “abandoned” the motor vehicle at Bryn Paul's Wolcott property. The Complaint does not state how this abandonment occurred. On June 11, 2025, Bryn Paul filed an Abandoned Motor Vehicle Certification form with the Vermont Department of Motor Vehicles. As primary lienholder, Ally Bank was notified by the Vermont Department of Motor Vehicles on June 17, 2025, of this reported abandonment. A second notice was sent on June 26, 2025. There is no evidence or allegation that Bryn Paul sought to dispose of the abandoned vehicle or sought a transfer of title under 23 V.S.A. § 2156.

Ally Bank filed the present replevin action on November 5, 2025. Bryn Paul still had custody and control of the vehicle at that point. Plaintiff initially attempted to seize the motor vehicle on March 11, 2026, but Bryn Paul objected, and the parties came to court on April 2, 2026 and arranged for the vehicle to be removed on April 10, 2026 pursuant to the Court's replevin order.

Under these facts, the Court agrees with Plaintiff that Bryn Paul has failed to name a necessary party in Reid Paul. V.R.C.P. 12(b)(7). During all critical times, the motor vehicle's owner of record was Reid Paul. There is no evidence or allegation that Reid Paul was notified that the vehicle was being treated as an abandoned vehicle. Moreover, any claim to compensation for storage of the vehicle must necessarily include Reid Paul, who as owner, had placed the motor vehicle on his brother's property where it was registered.

Additionally, the Court finds that there is a legal flaw in Bryn Paul's claim. While 23 V.S.A. § 2155 permits a towing company or landowner to charge a storage fee, it is within process laid out in 23 V.S.A. § 2154(a)(2) and the larger statutory scheme for a landowner or towing company to establish title to an abandoned motor vehicle. Under Section 2154(a)(2), the Department of Motor Vehicles, once notified, must send out notices to the last known registered owner and lienholder. Twenty-one days after the two notices, if neither owner nor lienholder responds, then the Department "shall issue a certificate of abandoned motor vehicle with appropriate title or salvage title." 23 V.S.A. § 2154(a)(2). If an owner or lienholder wishes to reclaim the vehicle, then they must notify the Department and pay or make arrangements to pay the towing and storage fees to the Department's satisfaction. *Id.* at (a)(2) and (b).

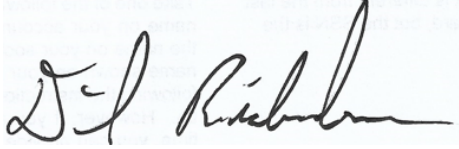
In the present case, there has been no claim that Bryn Paul obtained a salvage title to the vehicle, merely that he started the process of having the vehicle declared abandoned. Given that Plaintiff never agreed to have Bryn Paul store the vehicle, the only claim that he can make to such fees comes under 23 V.S.A. § 2155. But, the only mechanism for collecting such amounts lies under 23 V.S.A. § 2154, which as noted above conditions reclamation of title on the payment or resolution of such fees. Nothing in either Section 2155 or 2154 gives a landowner a private right of action to collect such fees outside of the abandoned motor vehicle process. Given that Bryn Paul's pleading is not premised on his claim to title and given the fact that he is seeking to enforce this claim to fees through a private right of action, the Court cannot find a legal right to such an action. V.R.C.P. 12(b)(6).

Finally, Defendant Bryn Paul has not opposed or filed a response to Plaintiff's renewed motion to dismiss. This motion was filed on May 15, 2026, and any opposition was due no later than June 14, 2026. Specifically, Defendant Bryn Paul has not challenged Plaintiff's arguments as to lack of necessary party and failure to state a claim. Accordingly, the Court accepts Plaintiff's positions on those points and grants the motion to dismiss. *See Pharmacists Mut. Ins. Co. v. Myer*, 2010 VT 10, 18, 187 Vt. 323, 325 ("failure to oppose the motion effectively waived the claims").

## **ORDER**

For these reasons, the Court finds that Plaintiff is entitled to dismissal of Defendant Bryn Paul's counterclaims. With this dismissal and the dismissal of all claims from Plaintiff against Defendants, the present matter is **Dismissed with Prejudice** pursuant to the provisions of V.R.C.P. 12(b) (5), (6), and (7). Each party shall bear their own costs and attorney's fees.

Electronically signed on 6/22/2026 7:18 PM pursuant to V.R.E.F. 9(d)

A handwritten signature in black ink, appearing to read "D. P. Richardson", is written over a light blue rectangular background. The signature is fluid and cursive.

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Daniel P. Richardson  
Superior Court Judge