

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



CIVIL DIVISION
Case No. 243-4-16 Wncv

Andreoletti vs. Andreoletti

ENTRY REGARDING MOTION

Title: Motion; Motion to Withdraw - Other to Deny Defendant's Motion to Vacate;
Without Prejudice Under Protest - EMERGENCY (Motion: 15; 24)
Filer: Robert J. Andreoletti; Jon D. Valsangiacomo
Filed Date: May 01, 2026; June 26, 2026

The motion is GRANTED IN PART and DENIED IN PART.

Defendant Robert J. Andreoletti seeks to re-open a 2018 Final Judgment Order issued by this Court on May 23, 2018. Plaintiff Robert C. Andreoletti opposes this re-opening and has filed a motion, dated May 1, 2026, to deny Defendant's motion to re-open. Defendant filed a response to this motion June 6, 2026, and has subsequently filed a motion to withdraw his motion to re-open without prejudice on June 26, 2026.

Background Facts

The present matter arose out of a complaint filed by Plaintiff on February 22, 2016 concerning a 2004 stock purchase agreement between the parties for the transfer of 9000 shares of Harwal International, Inc. stock and a 2006 promissory note on this purchase. Both parties were represented at the time of filing. Plaintiff was represented by current counsel, Jon Valsangiacomo, and Defendant was represented by Frank Langrock. Plaintiff alleged three causes of action, including breach of contract, breach of the covenant of good faith and fair dealing, and unjust enrichment. Defendant filed several counterclaims as part of his answer, including two claims of breach of contract, breach of the covenant of good faith and fair dealing, tortious interference with business relationships, inducement of fraud, and intentional interference with business relations.

Plaintiff sought to dismiss Defendants' counterclaims as being untimely under the statute of limitations. The Court granted this Motion and dismissed Defendants' counterclaims on October 20, 2017.

Plaintiff then moved for Summary Judgment on his claims in November 2017. Defendant did not oppose this motion, and the Court granted the motion on January 30, 2018. The Court directed Plaintiff to prepare a form of judgment. On February 16, 2018, Plaintiff also filed a motion for attorney's fees supported by an affidavit supported by billing records.

Defendant filed an objection on February 28, 2018 to Plaintiff's proposed Judgment Order and request for attorney's fees. Defendant, through counsel noted that the parties had been

negotiating a settlement agreement that would assign payments due to Defendant from his other family members to Plaintiff. Defendant argued that a Judgment Order at this time would be inconsistent with the Settlement Agreement. The Court agreed that a final Judgment Order would be inappropriate if the parties were in the process of finalizing their settlement. To that end, the Court, on May 2, 2018, ordered the parties to mediation before the end of August.

The parties then went to mediation on July 12, 2018, which resulted, as the mediator later reported, in a settlement. The parties jointly submitted a Judgment Order to the Court, and the Court signed this stipulated Judgment Order on July 23, 2018. The Court issued the Order to the parties on the following day. The Judgment Order does three things. First it enters judgment in favor of Plaintiff against Defendant for Defendant's breach of the 2006 promissory note in the amount of \$873,600.00. No post-judgment interest is assigned. Second, Defendant, in the case that he does not abide by the Judgment Order, shall indemnify Plaintiff for any and all costs associated with enforcement of the Judgment Order. Third, Defendant's payments on the judgment order shall be in accordance with a settlement agreement between the parties that was dated July 12, 2018.¹

Following the entry of this Judgment Order, neither party made any further filings with the Court, and the matter was closed.

Motion to Vacate

On February 6, 2026, Defendant filed a motion pursuant to V.R.C.P. 60(b) to vacate the 2018 Judgment Order on four grounds. First, Defendant argues that the Court's July 23, 2018 Judgment Order is void under V.R.C.P. 60(b)(4) because the settlement agreement was not attached to the proposed judgment order. Second, Defendant argues that there has been a fraud on the court under V.R.C.P. 60(b)(3) and 60(d)(3) based on what he alleges are false documents submitted to the Court or incomplete settlement documents.² Third, Defendant alleges trust misconduct by the Robert C. Andreoletti Irrevocable Trust. Fourth, he alleges violation of the 2004 Stock Purchase Agreement.³

¹ This settlement agreement was not submitted to the Court but was likely drawn up during the mediation since the date of the settlement agreement and the mediation are the same.

² Defendant cites to Rule 60(d)(3), which does not exist under the Vermont Rules of Civil Procedure. It seems that he may be citing to Federal Rule of Civil Procedure 60(d)(3), which does not apply here. Defendant also references several exhibits in his motion (including Exhibits A, B, C, and E in reference to the fraud claims) none of these exhibits as filed correspond to the documents identified in Defendant's motion. For example, page 5 of the motion identifies Exhibit E as an alleged "single, unified agreement" fraudulently submitted to the Court. Exhibit E, however, is an email dated August 9, 2002 from the Defendant to others discussion various post-2018 settlement issues.

³ Since neither the Trust nor the Stock Purchase Agreement were part of the 2018 Judgment Order, and there is no argument as to why any present issue with these documents gives rise to a claim to reopen the 2018 judgment under V.R.C.P. 60(b) or any other provision, the Court rejects these arguments on their face and will not address them further. Instead, the Court will focus on the two grounds that Defendant asserts under rule 60(b) as a basis to reopen the judgment.

Legal Analysis

A motion to relieve a party from judgment under Rule 60(b) is vested in the discretion of the trial court, and it is generally a limited remedy requiring the moving party to establish a right to the relief sought under the terms and standards of the Rule. *Estate of Emilo v. St. Pierre*, 146 Vt. 421, 423 (1985); see also *Sandgate School Dist. v. Cate*, 2005 VT 121, ¶¶ 6, 7. The “burden is on the party seeking relief under Rule 60(b) to plead facts with sufficient particularity to warrant a hearing and potential relief.” *Spencer v. Spencer*, 2014 VT 63, ¶ 13. A Court may deny a motion to reopen without a hearing where the motion lacks merit. *A.M. Varityper, Div. of A.M. Intern., Inc. v. Rabbo*, 146 Vt. 471, 474–75 (1986).

Plaintiff has filed a Motion to Deny Defendant’s Motion to Vacate. The primary argument is that all of Defendant’s arguments are time-barred under V.R.C.P. 60(b). A motion to set aside a judgment based on fraud must be filed “no more than one year after the judgment, order, or proceeding was entered or taken.” V.R.C.P. 60(b) (noting that the one-year limit applies to fraud, mistake, inadvertence, or newly discovered evidence); see also *Godin v. Godin*, 168 Vt. 514, 517 (1998). Similarly, Plaintiff contends that a motion based on a claim that a judgment is void must be made within a “reasonable time,” and that the seven and a half years between the July 2018 Judgment Order and the present February 2026 Motion to vacate are not reasonable. Plaintiff cites to a recent U.S. Supreme Court case for this proposition, where the Court found that a six-year delay was outside “reasonable time.” *Coney Island Auto Parts Unlimited, Inc. v. Burton*, 607 U.S. 155, 157–58 (2026) (applying an identical provision of F.R.C.P. 60(b)(4)).

On the issue of voidness, Plaintiff goes on to argue that Defendant’s stated basis for rendering the Judgment void is insufficient because it would require proof that the Court lacked jurisdiction or rendered the decision in a manner inconsistent with due process. *Hill v Springfield Hospital*, 2023 VT 23, ¶ 15. In this case, Defendant’s claims contend that certain documents, such as the underlying settlement agreement and accompanying releases were not filed with the Court at the time of the Judgment Order that he and Plaintiff jointly filed with the Court.

On the issue of fraud, Plaintiff argues that Defendant has failed to meet his initial burden of showing or alleging fraud by clear and convincing evidence. *Gavala v. Claassen*, 2003 VT 16, ¶ 5 (2003) (mem.). In this case, there is no evidence or allegation that there was fraud in the document submitted to the Court for a Final Judgment Order. The lack of either releases or a Settlement Agreement are not, without evidence of more, sufficient to establish clear and convincing evidence of fraud. In other words, the parties filed a proposed Order with the Court. The Court reviewed and signed it. Defendant has not provided substantial evidence to show how this chain of events or the Judgment Order were a fraud, in substance.

Defendant’s June 6, 2026 Opposition is not responsive to Plaintiff’s arguments. Defendant wants to go back even further, before the 2018 Judgment Order and examine the 2004 Stock Purchase agreement and 2012 tax filings.

After reviewing the filings, the Court finds that Defendant's motion is untimely on both the issue of fraud and of seeking to render the 2018 Judgment Void. Under both the specific provisions of Rule 60(b) and the general language requiring a party to bring a motion to reopen under Rule 60(b)(4) within a reasonable time, the seven and a half years between the 2018 Judgment Order and Defendant's filing is too long. It is unreasonable, and for these reasons alone, the Motion to reopen is **Denied**.

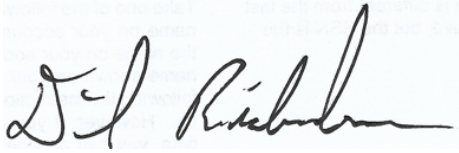
Separate, and apart from the issue of timing, the Court finds that Defendant's claim that the judgment is void fails to raise a meritorious Rule 60(b)(4) defense. At best, Defendant's claim raises only an alleged procedural defect that does not render the judgment void and is an improper basis for a V.R.C.P. 60(b)(4) motion. See *Town of Putney v. Town of Brookline*, 126 Vt. 194, 200 (1967). Similarly, the Court finds that Defendant's vague allegations of fraud on the Court are insufficient to give rise to a meritorious claim under Rule 60(b)(3) as the existing court record and filings demonstrate no indication of any fraud on the Court.

ORDER

Based on the foregoing, Plaintiff's Motion to Deny Defendant's Motion to Reopen is **Granted**. Defendant's Motion is **Denied and Dismissed**. The 2018 Judgment remains in place.

Finally, the Court will note that Defendant, after the briefing on Plaintiff's Motion to Deny was completed, filed a Motion to Withdraw without Prejudice his motion to re-open. Consideration of such a motion must come after the pending motions. Given the outcome of Plaintiff's Motion to Deny, Defendant's Motion to Withdraw is **Denied as Moot**. Similarly, Defendant has filed a variety of "emergency motions" in this case, both before and after the Motion to Deny was filed. As the Court previously indicated, it would take up these motions after Plaintiff's Motion to Deny was resolved. In light of the Court's decision, all other pending motions are **Denied as Moot**. The present matter is closed.

Electronically signed on 7/6/2026 3:42 AM pursuant to V.R.E.F. 9(d)

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

Daniel Richardson
Superior Court Judge