

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



CIVIL DIVISION
Case No. 24-CV-00765

NorthCountry Federal Credit Union v. Glenn Andersen

ENTRY REGARDING MOTION

Title: Document(s) Filed; Document(s) Filed; Memorandum in Opposition; Motion for Oral Argument Def's Objection to Confirmation of Foreclosure Sale, Request for Evidentiary Hearing, Limited Discovery, and Status Quo Relief; Notice Regarding Current Representation Status; to Confirmation of Foreclosure Sale; (Evidentiary Hearing) (Motion: ; ; 9)
Filer: Glenn C Andersen; Glenn C Andersen; Glenn C Andersen; Glenn C Andersen
Filed Date: June 25, 2026; June 25, 2026; June 29, 2026; June 29, 2026

The motions are DENIED.

Defendant Glenn Anderson has filed several overlapping motions opposing the proposed confirmation of a judicial foreclosure sale conducted on June 23, 2026 by Plaintiff North Country Federal Credit Union following both an entry of judgment for foreclosure and the non-redemption of the premises.

Defendant's motions are **Denied** for three reasons:

First, the Court has not granted any motion for Defendant to be self-represented. While the Court now has a motion from Defendant's counsel to withdraw and to allow Defendant to represent himself, the Court must set this for a hearing given the fact that this motion was filed at the end of the foreclosure process, and the Court must consider whether granting such a motion is consistent with the good cause standards governing late hour withdrawals. V.R.C.P. 79.1(f). Until this motion is reviewed and granted, the Court will not accept filings from Defendant that are not signed by counsel. V.R.C.P. 11(a).

Second, Defendant's motions are premature. Plaintiff has not filed a motion for confirmation, and the Court will not entertain premature opposition, which require Plaintiff to respond to issues or arguments that may or may not be applicable. It is Plaintiff's prerogative to file a motion for confirmation and establish that it has met the technical requirements of 12 V.S.A. §§ 4952 and 4953. Until such a motion is filed, any opposition is unripe.

Third, it is not clear that Defendant is entitled to evidentiary or discovery process in the review of a judicial sale. The purpose of a judicial sale is to ensure that it was conducted in accordance with the provisions for a judicial sale. In this respect, the judicial sale process is a court's sale. It is not a plaintiff's sale—that is the plaintiff does not have free reign to conduct the sale in any manner that it may see fit—but it is not a defendant's sale either. See *Bank of New York Mellon v. Campbell*, Dckts. No. 229-4-10 Wrcv, 78-2-12 Wrcv, 568-10-11 Wrcv, 319-

5-12 Wrcv, available at 2013 WL 6631044, at *6 (Dec. 2, 2013) (Teachout, J.) (discussing how judicial sales are controlled and over seen by the courts).

The Court's overarching purpose in such supervision is to ensure fairness and equity in the process, not necessarily the outcome. "Confirmation of a foreclosure sale is a discretionary judicial action, the purpose of which is to ensure fairness in the judicial process." *HSBC Bank USA N.A. v. McAllister*, 2018 VT 9, ¶ 7, 206 Vt. 445 (citing 12 V.S.A. § 4954(a)); see also Reporter's Notes–1982 Amendment, V.R.C.P. 80.1 ("A foreclosure action, even when by sale, remains an equity action, and the court has the power to refuse to confirm a sale where the result would be inequitable.").

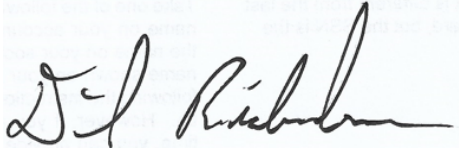
Judicial sales cannot guarantee outcomes or prices. Even if Plaintiff is the sole bidder, there are limits to what it is obligated to pay. This is further modified by whether Plaintiff does or does not seek a deficiency judgment as it is more difficult to find a sale outcome unfair if Plaintiff does not carry liability for any deficiency. In addition, the Court notes that there is a strong legislative policy favoring finality in foreclosure proceedings and disfavoring the type of endless challenges that can potentially be raised after a judgment for foreclosure is entered. *TBF Fin., LLC v. Gregoire*, 2015 VT 36 ¶ 20.

Before the Court can entertain any motions for discovery, evidentiary hearings, or even oral argument, the Court will need to understand the basis of Defendant's equitable basis for objecting to the judicial sale, its process, and Plaintiff's expected motion for confirmation. For example, Defendant notes that he operates a hospitality business that has confirmed bookings for the future. Part of his motion seeks an indefinite stay to allow him to continue his business on the property. Given that Defendant's interests in the property have been foreclosed and unredeemed and given that the property has now been the subject of a judicial sale, it is difficult to understand why the termination of Defendant's remaining interest in the property is inequitable. Defendant cites, in part, to a Chapter 13 Bankruptcy Plan, but this Court is not expected to stay bankruptcy proceedings if the Bankruptcy Court has not exercised its jurisdiction, and the denial of such a stay by the Bankruptcy Court does not, in and of itself, create an inequity.

For these reasons, Defendant's various objections and motions to stay confirmation proceedings are **Denied**.

So Ordered.

Electronically signed on 6/30/2026 6:40 PM pursuant to V.R.E.F. 9(d)

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

Daniel Richardson
Superior Court Judge