



Note: In the case title, an asterisk () indicates an appellant and a double asterisk (**) indicates a cross-appellant. Decisions of a three-justice panel are not to be considered as precedent before any tribunal.*

ENTRY ORDER

SEPTEMBER TERM, 2026

Bryan Hutcheson* v. Haley Frano and	}	APPEALED FROM:
Kenneth Frano	}	
	}	Superior Court, Windham Unit,
	}	Civil Division
	}	CASE NO. 21-CV-03874
	}	Trial Judge: Rachel M. Malone

In the above-entitled cause, the Clerk will enter:

Plaintiff Bryan Hutcheson appeals the trial court's judgment in favor of defendant Haley Frano on her counterclaim in this contract dispute. We affirm.

The trial court found the following facts. Bryan Hutcheson is a letterpress printer and Haley Frano is a graphic designer. Co-defendant Kenneth Frano is Haley's father.*

In 2019, Bryan was living in North Carolina and operating a letterpress studio. He and Haley connected through an internet forum related to letterpress printing. Bryan posted that he wanted to move his business back to New England. Haley suggested he relocate to Vermont, where he could work in Kenneth's barn. Bryan and Haley discussed going into business together. Haley arranged for access to the barn and the parties agreed to work together to improve the barn.

In June 2019, Bryan and Haley signed an agreement stating that they planned to form a partnership that combined graphic design and specialty printing. Haley agreed to contribute \$20,000 to the business in exchange for a fifty-percent ownership interest in certain listed equipment and materials. Bryan valued the equipment at \$52,000 and the materials at \$50,000. Bryan agreed to help with remodeling the barn. The parties were not required to pay rent for the barn until their business was profitable and the building had been sufficiently updated, at which point they would discuss payment options with Kenneth. They agreed to split the cost of utilities and pay the property taxes for the barn. In addition, Kenneth allowed Bryan to stay in an apartment he owned in exchange for utilities and assistance with building and property

* To avoid confusion, this opinion refers to the parties by their first names. No disrespect is intended.

maintenance until October 2019, when Bryan was required to pay \$850 in rent. Kenneth did not sign the business agreement.

Bryan and Haley used the barn as a shared workspace from June 2019 to November 2021. Other than putting up two walls, they made minimal improvements to the barn. Haley spent at least 300 hours helping Bryan print products for his clients, while Bryan taught Haley how to use the equipment. At some point, Bryan and Haley started a business called New England Stationery. They created different lines of greeting cards and a line of products for weddings.

Bryan and Haley began to have disagreements over the business and rent. Haley suspected Bryan was not being honest about his earnings. In September 2021, Kenneth issued a notice of termination of tenancy to Bryan for the residential apartment. The following month, Bryan found copies of a commercial lease agreement for the barn. Bryan let Haley know he was not willing to sign a lease and made plans to relocate his business to a different commercial space. At the end of November 2021, Bryan told Kenneth that he would be moving out of the barn. Kenneth informed Haley, who came to confront Bryan. The parties had an argument and Bryan left. Haley and Kenneth locked the barn to prevent Bryan from removing any equipment or materials.

Bryan then initiated this action by filing a complaint for injunctive relief against Haley and Kenneth, asking the court to prohibit them from blocking his access to the barn so that he could remove his business equipment. The court granted a temporary restraining order directing defendants not to interfere with Bryan's removal of equipment and materials from the barn. Bryan then moved for contempt, asserting that defendants were preventing him from accessing the barn. The court issued an order directing defendants to stay 100 feet away from the barn and immediately permit him to access it. Defendants then moved for a temporary restraining order, arguing that Bryan and Haley jointly owned the equipment and materials and asking that Bryan be enjoined from selling or removing them from Vermont. The court held a hearing and, based on the parties' agreement, permitted Bryan to remove the equipment and materials but barred him from selling, destroying, or removing them from Vermont. Bryan removed the equipment from the barn. After leaving, he continued to use Haley's designs in his logo and products without her permission or compensation.

Haley filed a counterclaim for breach of contract, conversion, and unjust enrichment. Haley claimed that she was entitled to fifty percent of the value of the disputed equipment and materials, as well as compensation for the work she did for Bryan and the value of the intellectual property he used without her permission.

The court held a bench trial in January 2025. Bryan and Kenneth represented themselves, and Haley was represented by counsel. In a subsequent written order, the court denied Haley's claim for conversion because Bryan removed the disputed equipment and materials from the barn pursuant to a court order. However, the court concluded that Haley was entitled to recover in quantum meruit for Bryan's continued use of her designs after they ceased working together because Haley conferred a benefit on Bryan that he accepted and retained, and it would be inequitable for Bryan not to compensate Haley. The court therefore ordered Bryan to pay Haley \$20,000 for his ongoing use of her designs. The court also ruled in Haley's favor on her breach-of-contract claim, concluding that Haley had significantly performed her obligations under the parties' agreement and thereby acquired a fifty-percent ownership interest in the equipment and materials. The court found that Bryan breached this agreement when he informed Kenneth he

was leaving and arranged to remove the equipment and materials without telling Haley. The court rejected Bryan's argument that the agreement was invalidated when Kenneth began more vigorously demanding rent for the barn, because Kenneth did not sign the agreement and Haley never took any steps to force Bryan to pay rent. The court ordered the parties to arrange to value the equipment and required Bryan to pay Haley half of its value in damages. Bryan appealed to this Court.

On appeal, Bryan first claims that he was denied due process of law because the court imposed time constraints that prevented him from presenting critical evidence at trial. He asserts that this evidence "contained direct proof of [Haley's] fraudulent inducement into the preliminary business agreement and her subsequent breach of that agreement," and "would have proven the essential elements of his fraud and breach of contract claims." He claims that he had this information prepared for trial but was prevented from presenting it due to the court's time limitations, and the court denied his post-trial motion to admit the evidence.

The record does not support Bryan's contentions. As a threshold matter, Bryan did not assert either fraud or breach of contract in his complaint, so the unspecified missing evidence would not have been relevant for that purpose. Nor does the record support his claim that the court unfairly curtailed his presentation of his case. Vermont Rule of Evidence 611(a) directs the court to "exercise reasonable control over the mode and order of interrogating witnesses and presenting evidence so as to (1) make the interrogation and presentation orderly and effective for the ascertainment of the truth, (2) avoid needless consumption of time, and (3) protect witnesses from harassment or undue embarrassment." The court acted consistently with the rule here. The November 2024 hearing notice sent to the parties stated that the hearing would be three hours long. Bryan did not object to the length of the hearing or request more time. At the hearing, he did not attempt to present any evidence that was not admitted. Although Bryan asserts in his brief that he objected to the time constraints and requested additional time to present evidence during the trial, he does not identify where in the record this occurred, and our review of the transcript does not reveal any such objection or request.

The day after the hearing, Bryan sent the court an email disagreeing with aspects of Haley's testimony. Attached to his email were two documents entitled "opening statement" and "final questions with responses" which he asked the judge to consider. The court denied Bryan's request to consider his statements and documents, explaining that the evidence was closed and the proffered materials were hearsay, unsworn, and inadmissible.

It is unclear whether the documents attached to the email are the same evidence that Bryan now claims he was unable to present at trial. Regardless, the trial court acted within its discretion in denying Bryan's request to consider the additional evidence, which was unsworn and appeared to be largely duplicative of what Bryan had presented at the hearing. The transcript of the hearing shows that Bryan had a fair opportunity to present his case. Bryan has therefore failed to demonstrate that he was prejudiced by the alleged error. See Bevins v. King, 147 Vt. 203, 207 (1986) (explaining that trial courts are "afforded broad discretionary latitude" in controlling introduction and order of evidence such that "[t]heir decisions will not be disturbed on appeal unless the party can show an abuse of discretion resulting in prejudice").

Bryan also claims that the court erred in admitting hearsay statements from his former landlord. "The trial court has broad discretion in issuing an evidentiary ruling, and we review such rulings only for abuse of discretion." Shaffer v. Ne. Kingdom Hum. Servs., Inc., 2025 VT 31, ¶ 19. Bryan appears to refer to two points in Haley's testimony. The first was Haley's

statement that Bryan's former landlord told her that Bryan owed him \$43,000 in back rent, and that Haley should not lend Bryan any money. Bryan objected that this statement was hearsay, and Haley's counsel agreed. It is apparent from the record that the court viewed this statement as inadmissible and did not rely upon it in its decision. We therefore see no error.

Bryan also faults the court for admitting Haley's testimony that Bryan's former landlord had accused him of counterfeiting money and sent her pictures of plates of counterfeited printed money. Bryan did not object to this statement at trial and therefore has not preserved his objection for our review. See State v. Decoteau, 2007 VT 94, ¶¶ 10-11, 182 Vt. 433 (concluding that because defendant failed to object to testimony at time it was presented, he failed to preserve any objection on appeal); V.R.E. 103(a) (stating that error may not be predicated on admission of evidence unless party's substantial rights are affected and specific and timely objection was made and ruled on by trial court). We have reviewed the entirety of Bryan's brief and see no basis to disturb the decision below.

Affirmed.

BY THE COURT:

Paul L. Reiber, Chief Justice

Harold E. Eaton, Jr., Associate Justice

Christina E. Nolan, Associate Justice