Vermont Superior Court
Filed 05/14/26
Rutland Unit

VERMONT SUPERIOR COURT
Rutland Unit
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CIVIL DIVISION
Case No. 26-CV-01890

QW Durfee Sheet Metal & Roofing, Inc. v. David Cooper

ENTRY REGARDING MOTION

Title: Motion for Writ of Attachment (Motion: 1)
Filer: Christopher W. Blanchard
Filed Date: March 25, 2026

The motion is GRANTED.

An evidentiary hearing on Plaintiff's motion for an attachment was held on May 11, 2026. Seth Durfee and Grace Durfee were present on behalf of Plaintiff QW Durfee Sheet Metal & Roofing, Inc., hereinafter "QW Durfee," represented by Attorney Christopher W. Blanchard. Defendant David Cooper was present and represented by Attorney Michael W. McClallen.

The following facts are found by a preponderance of the evidence.

Defendant Cooper hired Charles Martin as general contractor on a construction project on a property in Mendon with a total contract price of over $1.4 million. They had a written contract that identified costs for different components of the project and specified that the roofing portion of the job would cost $55,000.00. QW Durfee is a roofing company that entered into a subcontract with Mr. Martin to do the roofing portion of the work. QW Durfee's relations were with Mr. Martin, the general contractor, and not with Mr. Cooper directly until after the work was completed as described below.

The work was performed from June 2024 to July of 2025. QW Durfee sent periodic invoices to Mr. Martin, which were paid until events described below. Throughout the course of the job, Mr. Martin asked QW Durfee to perform some extra work that had not been originally included in the $55,000 amount for the subcontract. Some related to the roofing work itself and other work did not. On occasion, other workers helped out with QW Durfee's work. Exhibit 8, the invoice issued on completion of the project, shows that the amount for the roofing work had increased to $58,000, and notes that there was no charge for some work when "your guy helped out."

By late July, 2025, when the work was complete, QW Durfee had been paid $25,977.32. Its last invoice dated July 24, 2025 (Exhibit 8) specified the remaining balance on the roofing contract plus other work for a balance of $47,612.00 due. A dispute developed between general contractor Martin and Mr. Cooper, and Mr. Martin left the job. Mr. Cooper knew that some of the subcontractors had not been fully paid, including QW Durfee. He stepped into the general

contractor role abandoned by Mr. Martin and assumed responsibility for completing payments to subcontractors. In September and again in October, Mr. Cooper made payments of $10,000 each, bringing the total amount paid to QW Durfee to $45,977.32.

Plaintiff QW Durfee claimed a balance owed of $27,612.00. and filed a lien on the property. It now seeks an attachment in that amount.

Mr. Cooper has declined to pay more. He estimates that the work that Mr. Martin's other workers had done on the roof was worth approximately $9,000, so that the amount for the roofing project of $55,000 has been paid. In his testimony he did not support this "estimate" with any specific facts.

The evidence shows that the work performed by QW Durfee and for which it billed was contracted for by Mr. Martin and completed without problems. The evidence supports a basis for the increase in the cost of the roofing work to $58,000 as well as the fact that QW Durfee did additional work as well as roofing on the project at Mr. Martin's request.

There is no evidence that when Mr. Cooper stepped into Mr. Martin's shoes, he discovered any information that would call into question the accuracy of the billing in relation to the work agreed upon with Mr Martin and performed by QW Durfee. In his testimony, Mr. Cooper referred vaguely to hearsay that some of QW Durfee's work had been done by other workers, but he introduced no reliable evidence about this. Exhibit 8 indicates that when others did some work on behalf of QW Durfee, QW Durfee did not charge for such work.

Mr. Cooper assumed Mr. Martin's obligations as general contractor after Mr. Martin left, thereby assuming the obligation to complete payment of the amount due to QW Durfee. The court finds that the obligation to QW Durfee was in the amount it claims as shown on invoices.

Thus the court finds that, as required by V.R.C.P. 4.1(b) for an attachment, there is a reasonable likelihood that Plaintiff QW Durfee will recover judgment in the amount of $27,612.00, plus interest on that amount from 30 days after the final invoice, and costs, and that there is no insurance, bond, or other security available to satisfy the judgment.

Plaintiff's attorney shall prepare a proposed form of attachment. Defendant's attorney shall have 7 calendar days to file any objection.

Electronically signed May 14, 2026 pursuant to V.R.E.F. 9 (d).



Mary Miles Teachout
Superior Judge (Ret.), Specially Assigned