

VERMONT SUPERIOR COURT, CIVIL DIVISION, CHITTENDEN UNIT

Christopher Armstrong v. The Lane Press, Inc., Philip Drumheller,
and William "Terry" Dorman d/b/a Dorman & Fawcett

Armstrong v. Lane Press · No. 25-CV-2724 · Decided January 15, 2026

SUMMARY

The Vermont Superior Court ruled on Dorman & Fawcett’s motion to dismiss claims brought by Christopher Armstrong arising from his employment with The Lane Press, Inc. The court denied dismissal of claims concerning unpaid wages, breach of contract, tortious interference, and civil conspiracy, but dismissed claims for wrongful termination in violation of public policy and aider-and-abettor liability. The court ordered Dorman & Fawcett to file an answer within 14 days.

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Chittenden Unit
WRITING FOR THE COURT	Megan J. Shafritz
JURISDICTION	Vermont Superior Court, Civil Division, Chittenden Unit
DECIDED	January 15, 2026
DOCKET	25-CV-2724
DISPOSITION	other
PROCEDURAL POSTURE	Defendant William "Terry" Dorman d/b/a Dorman & Fawcett moved under Vermont Rule of Civil Procedure 12(b)(6) to dismiss all claims asserted against it. The court granted the motion in part and denied it in part.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts the nonmoving party's factual allegations as true, draws all reasonable inferences in the plaintiff's favor, and dismisses only when it appears beyond doubt that no facts or circumstances would entitle the plaintiff to relief. A legally noncognizable claim may nevertheless be dismissed.
PRECEDENTIAL VALUE	nonprecedential trial-court decision

TOPICS

- motions to dismiss
- employment contracts
- wrongful termination
- wage and hour
- intentional interference with contract

PRACTICE AREAS

employment law

civil procedure

contracts

torts

QUESTIONS PRESENTED

1. Whether Armstrong adequately alleged that Dorman & Fawcett was his joint employer and could be liable for unpaid wages, severance, and accrued paid time off under Vermont law.
2. Whether Armstrong adequately alleged that Dorman & Fawcett or Dorman could be liable for breach of the employment agreement based on an alleged partnership relationship with Lane Press.
3. Whether Armstrong stated a wrongful-termination claim under Vermont's public-policy exception to at-will employment.
4. Whether Armstrong adequately pleaded tortious interference with his employment contract as an alternative theory against Dorman & Fawcett or Dorman.
5. Whether Armstrong stated a civil-conspiracy claim by alleging an agreement to terminate him and withhold wages through illegal means.
6. Whether aider-and-abettor liability could be asserted against Dorman for the alleged wrongful termination when the wrongful-termination claim itself failed.

HOLDINGS

1. Armstrong alleged sufficient facts that Dorman & Fawcett exercised significant supervision and control over his employment to state a claim that it was his joint employer and could be liable for unpaid wages, severance, and accrued paid time off under Title 21.
2. The motion to dismiss the breach-of-contract claim was denied because, if Armstrong proves that Dorman & Fawcett or Dorman was a partner of Lane Press during the relevant period, the entity or individual may be liable for Lane Press's contractual obligations.
3. Armstrong failed to state a wrongful-termination claim because his alleged termination for questioning financial management and unethical business practices amounted to professional disagreement and was not tied to a clear and compelling public policy.
4. Armstrong adequately stated a claim for tortious interference with contractual relations against Dorman & Fawcett or Dorman in the alternative, because he alleged an employment agreement, defendants' knowledge of it, intentional interference, causation, and resulting harm.
5. The civil-conspiracy claim could proceed past the pleading stage because Armstrong alleged that the defendants agreed to terminate him and withhold wages through illegal means, including violations of Vermont labor laws.
6. The aider-and-abettor claim was dismissed because Armstrong asserted it as an alternative theory for the wrongful-termination tort, and the court had already concluded that the wrongful-termination claim failed.

KEY QUOTATIONS

“The purpose of a motion to dismiss is to test the law of the claim, not the facts which support it.” (at 2)

“Determining the employer of a particular employee is a fact-intensive inquiry that can only be done on a case-by-case basis.” (at 3)

“Thus, Armstrong has failed to state a claim for wrongful termination in violation of public policy, and D&F’s motion to dismiss Count IV is granted.” (at 5)

“Here, Armstrong’s Complaint adequately states a claim for tortious interference by D&F/Dorman.” (at 6)

“Accordingly, given the Court’s conclusion that Armstrong has failed to state a claim for the tort of wrongful termination in violation of public policy, the motion to dismiss Count VII is granted.” (at 8)

FACTUAL BACKGROUND

Armstrong was hired by Lane Press as executive vice president in May 2023 under an employment agreement providing that he would report to Lane Press's chief executive officer and Dorman & Fawcett. He alleged that Dorman & Fawcett and its principals negotiated aspects of his employment, supervised and directed his work, controlled financial decisions, and participated in decisions concerning a customer account and a newly hired controller. After Armstrong questioned the defendants' financial management and business practices, he was terminated on March 14, 2025, allegedly without the notice or opportunity to cure required by his agreement, and claimed unpaid accrued paid time off, severance, and bonus compensation.

PROCEDURAL HISTORY

Armstrong filed an employment action against Lane Press, Philip Drumheller, and Dorman & Fawcett, asserting claims for unpaid wages, breach of contract, wrongful termination, tortious interference with contract, civil conspiracy, and aider-and-abettor liability. Lane Press and Drumheller answered, while Dorman & Fawcett moved to dismiss. The court denied dismissal of Counts I-III, V, and VI, and granted dismissal of Counts IV and VII.

DISPOSITION

other

CASES CITED

- *Montague v. Hundred Acre Homestead, LLC*, 2019 VT 16, ¶¶ 10-11, 209 Vt. 514
- *Powers v. Office of Child Support*, 173 Vt. 390, 395, 795 A.2d 1259, 1263 (2002)
- *Wool v. Office of Professional Regulation*, 2020 VT 44, ¶ 8, 212 Vt. 305
- *Mahoney v. Tara, LLC*, 2011 VT 3, ¶ 7, 189 Vt. 557
- *Bock v. Gold*, 2008 VT 81, ¶ 4, 184 Vt. 575
- *Felder v. United States Tennis Ass'n*, 27 F.4th 834, 842-45 (2d Cir. 2022)
- *Faush v. Tuesday Morning, Inc.*, 808 F.3d 208, 214 (3d Cir. 2015)
- *Nationwide Mutual Insurance Co. v. Darden*, 503 U.S. 318, 323 (1992)

- In re Welch, 2020 VT 72, ¶ 23, 213 Vt. 92
- In re Election Petitions, 2016 VT 7, ¶ 26, 201 Vt. 123
- Kaplan v. Morgan Stanley & Co., 2009 VT 78, ¶ 10 n.4, 186 Vt. 605 (mem.)
- United States v. EZ Lynk, SEZC, 149 F.4th 190, 198 (2d Cir. 2025)
- Fermin v. Las Delicias Peruanas Restaurant, Inc., 93 F. Supp. 3d 19, 37 (E.D.N.Y. 2015)
- Dulude v. Fletcher Allen Health Care, Inc., 174 Vt. 74, 81-82, 807 A.2d 390, 396-97 (2002)
- Jones v. Keogh, 137 Vt. 562, 563-64, 409 A.2d 581, 582 (1979)
- Payne v. Rozendaal, 147 Vt. 488, 491-92, 520 A.2d 586, 588 (1986)
- LoPresti v. Rutland Regional Health Services, Inc., 2004 VT 105, ¶¶ 20-21, 177 Vt. 316
- Adams v. Green Mountain Railroad Co., 2004 VT 75, ¶ 5, 177 Vt. 521
- Madden v. Omega Optical, Inc., 165 Vt. 306, 313-14, 683 A.2d 386, 391 (1996)
- Marcoux-Norton v. Kmart Corp., 907 F. Supp. 766, 771 (D. Vt. 1993)
- Gallipo v. City of Rutland, 173 Vt. 223, 228-29, 789 A.2d 942, 947 (2001)
- Kneebinding, Inc. v. Howell, 2018 VT 101, ¶ 93, 208 Vt. 578
- Skaskiw v. Vermont Agency of Agriculture, 2014 VT 133, ¶¶ 23-25, 198 Vt. 187
- Stone v. Town of Irasburg, 2014 VT 43, ¶ 66, 196 Vt. 356
- Davis v. Vile, No. 2002-465, 2003 WL 25746021, at *3 (Vt. Mar. 2003) (unpub. mem.)
- Manheimer v. Our Court Tennis Club, No. 23-AP-092, 2023 WL 5341142, at *5 (Vt. Aug. 2023) (unpub. mem.)
- Montgomery v. Devoid, 2006 VT 127, ¶¶ 10, 22, 181 Vt. 154