

STATE OF NEW HAMPSHIRE

ROCKINGHAM, ss.

SUPERIOR COURT

CASE NO. 217-2020-CV-00026

DAVID MEEHAN

v.

STATE OF NEW HAMPSHIRE, et al.

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***\*\*THIS FILING PERTAINS TO PLAINTIFF MEEHAN'S INDIVIDUAL CASE\*\****  
***\*\*THIS FILING DOES NOT PERTAIN TO CONTRACTOR DEFENDANTS\*\****

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**PLAINTIFF DAVID MEEHAN'S MOTION FOR RECONSIDERATION**

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Plaintiff David Meehan, by and through counsel, submits this motion for reconsideration respectfully requesting that the Court reconsider its orders granting State Defendants' motion to apply the damages cap under RSA 541-B:14, I, and denying Plaintiff's motions for partial judgment notwithstanding the verdict and, in the alternative, to partially set aside the verdict and order a new trial solely to determine the number of "incidents" for purposes of the damages cap. As the Court has indicated that the only remedy it will grant to correct the jury's internally inconsistent and obviously erroneous verdict, which the Court repeatedly has recognized is "conclusively against the weight of the evidence," 11/1/24 Order at 9; *see also* 5/22/24 Order at 14-15, is a de novo retrial in full, Plaintiff asks the Court to grant that relief notwithstanding its costs and burdens. In support hereof, Mr. Meehan states as follows:

1. This Court has ruled on a flurry of posttrial motions since the jury returned a ten-part special verdict awarding David Meehan \$18 million in compensatory damages on his negligence and breach of fiduciary duty claims, plus an additional \$20 million in enhanced

compensatory damages based on the jury's finding that the State Defendants' tortious conduct was "wanton, malicious or oppressive."

2. For present purposes, the relevant posttrial rulings are (1) a November 4, 2024, Order "reluctantly" granting State Defendants' motion to apply the statutory damages cap, which asked the Court to impose a \$475,000 damages cap on Mr. Meehan's award based on the jury's finding that the State Defendants' liability arises from only a single "incident," (2) a November 1, 2024, Order denying Plaintiff's motion for partial judgment notwithstanding the verdict, which asked the Court to strike the jury's finding of a single incident, and (3) an October 31, 2024, Order denying Plaintiff's alternative motion to set aside the single incident finding and order a limited retrial solely for the purpose of determining the number of incidents.

3. In this trio of rulings, the Court reiterated its findings and conclusions from its May 22, 2024, Order, including its conclusion that "the amount of the verdict—\$38 million in compensatory and enhanced compensatory damages—cannot be reconciled with the jury's finding that [the State Defendants'] liability arises from only a single incident." 11/4/24 Order at 1-2. The Court nevertheless concluded that "there is only one remedy for the disconnect in the jury's verdict. That remedy is a new trial de novo, as provided for in RSA 526:1." *Id.* at 2. *See also* 11/1/24 Order at 10; 10/31/24 Margin Order at 3.

4. Plaintiff agrees with the Court that the standard for setting aside the verdict and ordering a new trial has been satisfied as the jury's verdict is conclusively against the weight of the evidence insofar as it purports to award \$38 million in damages based on a finding of only one incident. For reasons that have already been fully briefed and argued in Plaintiff's other postverdict pleadings, Plaintiff only disagrees with the Court as to the proper remedy under the circumstances, particularly where the first nine findings in the jury's special verdict form are all internally

consistent and well supported by the evidence adduced at trial. Plaintiff believes that the uncontaminated portions of the jury's hard-earned verdict can, and should, be preserved.

5. Nevertheless, the Court has made its decision. The Court has stated clearly that it will not enter any remedy besides a de novo retrial in full and that it will only do so if the Plaintiff requests that precise relief. The Court has stated that the Plaintiff's last opportunity to make that request "will be via timely motions for reconsideration" of the above-referenced orders. The Court has also been clear that if the Plaintiff fails to request a de novo retrial in full via timely motions for reconsideration, the Court will enter judgment based on the \$475,000 damages cap, plus interest and costs.

6. Faced with this choice, David Meehan is compelled to move for reconsideration of the Court's orders and request a de novo retrial of his case against State Defendants and he does so now by this motion.

7. Because it can be reasonably assumed that State Defendants will not concur in the relief sought by this motion, Plaintiff did not ask for concurrence.

WHEREFORE, for the foregoing reasons, Plaintiff David Meehan requests that the Court issue an order (1) reconsidering its orders of October 31, 2024 (denying Plaintiff's motion for new trial), November 1, 2024 (denying Plaintiff's motion for partial JNOV), and November 4, 2024 (granting State Defendants' motion to apply the damages cap), and (2) granting Plaintiff a new trial de novo.

Dated: November 14, 2024

**RILEE & ASSOCIATES, P.L.L.C.**

/s/ Cyrus F. Rilee, III  
Cyrus F. Rilee, III, Esq. (Bar No. 15881)

Respectfully submitted,

**DAVID MEEHAN**

By and through counsel,

**NIXON PEABODY LLP**

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### **CERTIFICATE OF SERVICE**

I certify that, on November 14, 2024, I am sending a copy of this document as required by the rules of the court. I am electronically sending this document through the court's e-filing system to all attorneys and to all other parties who have entered electronic service contacts (e-mail addresses) in this case.

/s/ W. Daniel Deane  
W. Daniel Deane, Esq.