

Clerk's Notice of Decision
Document Sent to Parties

on 06/07/2023

STATE OF NEW HAMPSHIRE

ROCKINGHAM, ss.

SUPERIOR COURT


6-6-2023 Please see the margin order at the bottom of page 11. This motion shall be heard at the upcoming status conference. By that time a discovery master will have likely been appointed

CASE NO. 217-2020-CV-00026

DAVID MEEHAN

v.

STATE OF NEW HAMPSHIRE,
DEPARTMENT OF HEALTH AND HUMAN SERVICES, et al.


Honorable Andrew R. Schulman
June 6, 2023

(IN RE YDC AND YDSU LITIGATION)

**PLAINTIFFS' MOTION TO COMPEL COMPLIANCE WITH SUBPOENAS
WITH REQUEST FOR EXPEDITED CONSIDERATION**

THIS MOTION DOES NOT APPLY TO CONTRACTOR DEFENDANTS

The Plaintiffs in this consolidated litigation represented by Rilee & Associates, P.L.L.C. and Nixon Peabody LLP (hereinafter "Plaintiffs") move pursuant to Superior Court Rules 21, 26, and 29 to compel the New Hampshire Department of Justice – Criminal Justice Bureau ("DOJ") and the New Hampshire State Police ("NHSP") to fully respond to Plaintiffs' Subpoenas for documents that are indisputably highly relevant to Plaintiffs' cases. **Plaintiffs respectfully request expedited treatment of this motion.**

Each of Plaintiffs, as children, endured severe physical, sexual, and psychological abuse at the hands of state employees at the Sununu Youth Services Center and its predecessor and related state-run juvenile residential facilities (collectively, the "Sununu Center"). The State of New Hampshire acknowledges that such abuse has occurred and, indeed, believes that it can be proven beyond a reasonable doubt: to date, DOJ has criminally charged eleven of those former state employees with raping and sexually assaulting children at the Sununu Center. All twenty victims

of rape and sexual assault named in the indictments are among the Plaintiffs in these matters, including lead Plaintiff David Meehan, whose trial is scheduled for April 2024.

In connection with the criminal prosecutions, DOJ and NHSP have compiled a number of crucial materials – police reports, witness statements, and other fruits of their investigation – that together establish the universe of documents that they consider relevant to proving that the criminal defendants abused the Plaintiffs in these actions who are victims. Those materials are unquestionably relevant to the victims’ civil cases as well. And many (perhaps *most*) of those materials are uniquely within the possession of DOJ and NHSP, as State Defendants’ counsel explained to the Court at the last status conference in this consolidated litigation. Accordingly, Plaintiffs served subpoenas on DOJ and NHSP seeking their production.

DOJ and NHSP do not contest the relevance of these materials. They have not asserted any privilege from discovery – nor is any such privilege evident, as DOJ already provided much of this very same information to the criminal defendants months ago. Nonetheless, DOJ and NHSP are refusing to produce that information to Plaintiffs themselves, the child victims of those defendants. The sole, tepid justification they have offered for failing to play by the normal rules of discovery is that if those materials are produced in these cases, witnesses in the criminal case *might be* exposed to them, potentially affecting the witnesses’ future testimony. But that position cannot withstand even passing scrutiny, as the purported concern is nothing that cannot be addressed by a protective order.

There is no valid reason for DOJ and NHSP to provide relevant information to accused child rapists while denying their victims access to that same information under the same conditions. Plaintiffs are left with no recourse but to ask this Court to order DOJ and NHSP to produce documents responsive to Plaintiffs’ reasonable requests.

BACKGROUND

1. This consolidated proceeding encompasses claims by hundreds of Plaintiffs who, as children, suffered severe and horrific child abuse when placed at the Sununu Center by DHHS and the other State Defendants. Lead Plaintiff David Meehan initiated this litigation as a class action in January 2020. Not long thereafter, he voluntarily agreed to an 18-month stay to permit the State to proceed with the parallel criminal cases against his rapists and abusers. By the time that stay expired, DOJ had failed to bring any of the perpetrators to trial. Now, three and half years after Mr. Meehan filed his lawsuit, that remains the case. If Mr. Meehan and the other Plaintiffs are to obtain any sort of timely justice, it will have to come through their civil cases. Discovery is proceeding, and Mr. Meehan's case has been set for trial in April 2024.

2. For nearly two years, Plaintiffs have been trying to obtain documents that pertain to the operation of the Sununu Center and the environment of rampant child abuse that was allowed to flourish there from DHHS and the other State Defendants. As the Court knows, in the second half of 2022, Plaintiffs issued combined Requests for Production of Documents to DHHS, to which DHHS responded largely by referring Plaintiffs back to its earlier so-called "voluntary productions" of 3.6 million pages of materials that had been scanned from storage boxes from Sununu Center facilities and had not been screened for responsiveness or organized in any meaningful way.

3. Although DHHS and the other State Defendants are represented by the same Attorney General's Office that is prosecuting the criminal cases against Plaintiffs' abusers, and although DOJ had taken steps to review and organize the documents and discovery in the criminal prosecutions, State Defendants took the position that they would not or could not undertake the same type of review and organization that had occurred in those prosecutions. The Court implicitly

rejected the State Defendants' position in its order of April 18, 2023, which granted Plaintiffs' motion to compel in part and ordered DHHS to produce discovery "in the manner set forth in [Plaintiffs'] motion," *i.e.*, organized and labeled in a way that made clear which of Plaintiffs' specific requests for production the produced documents responded to.

4. Crucially, at the April 18, 2023 status conference in these consolidated actions, counsel for the State Defendants reported that they did not have access to a large number of documents related to the Sununu Center. Counsel explained:

So there is at the YDC admin building, there were a lot of boxes that were in storage there. There were two sealed court orders in a criminal proceeding.

Pursuant to the first one, the Criminal Justice Bureau came in and took a lot of boxes of documents. Those were scanned, went to the Criminal Justice Bureau and their contractors. We are now slowly getting parts of that back and producing it to Plaintiffs, with all the information we have about it – at least that we've been given about it – identifying information.

The second set, after Criminal Justice Bureau had taken them, was remaining boxes that this firm, along with the Attorney General's office and representatives from DHHS, went to the admin building, collected a bunch of boxes. . . . That's all been produced.

Tr. of Apr. 18, 2023 Status Conf. at 17:8-18:1; *see also id.* at 20:9-20:15 (“[THE COURT]: Do you disagree that you have possession of all the documents related to both the civil and criminal case arising from the same underlying investigations? MR. VAN LONKHUYZEN: We disagree with that. If they are separate, we represent – we here at this table represent DHHS. We are getting back some of the documents from the Criminal Justice Bureau, slowly. And we've requested them.”).

5. In other words, the State Defendants' "voluntary productions" consisted, by and large, of the documents left behind after DOJ cleared out those documents it was interested in – and presumably the documents removed by DOJ are those *most* relevant to Plaintiffs' claims. While the DHHS may have been "slowly getting parts of that back," there is no guarantee that

DOJ and NHSP will ever return all the removed documents, nor is there any timeline for them to do so.

6. Accordingly, as Plaintiffs' counsel intimated they were inclined to do at the status conference, *see id.* at 36:2-36:4, 80:3-80:9, on May 3 and 4, 2023, Plaintiffs issued subpoenas for documents to DOJ and NHSP. *See* Exhibits A & B. As is pertinent here, the subpoena to NHSP sought:

Any and all non-privileged documents, including but not limited to investigatory files, case files, witness interview notes or summaries, evidence logs, recordings or transcripts, videotapes, electronic communications, physical evidence, document indices or overlays, expert reports, forensic reports, and communications with any other law enforcement or prosecutorial entity, that are related to any investigation or prosecution of the following individuals: [listing the perpetrators]

Exh. A. It also sought analogous information for any perpetrators not yet identified. Plaintiffs' subpoena to DOJ sought analogous material, as well as materials produced pursuant to *Brady v Maryland*, 373 U.S. 83 (1963), *United States v. Giglio*, 405 U.S. 150 (1972), *U.S. v. Bagley*, 473 U.S. 667 (1985) and similar cases, and specifically, all such materials provided to defense counsel in the criminal matters. Exh. B.

7. On March 8, 2023, counsel for both DOJ and NHSP contacted counsel for Plaintiffs and sought an extension through May 25, 2023 to respond to the subpoenas. Plaintiffs agreed to that brief extension on the understanding that DOJ and NHSP did not intend to move to quash the subpoenas.

8. Separately, on May 24, 2023, at a hearing on discovery in the criminal matters (*State v. Buskey*, 216-2021-CR-00665, et al.), DOJ reported to Judge Delker that it had collected millions of pages of discovery relating to the Sununu Center, that it had reviewed and coded more than 800,000 of those documents, and that it had provided them to counsel for the criminal defendants on an electronic discovery platform, which has been available to those counsel for

months. DOJ further explained that it had identified a core of approximately 12,000 documents which it viewed as likely highly relevant to the prosecutions of child sexual abuse at the Sununu Center.

9. The following day, on May 25, 2023, counsel for DOJ and NHSP participated in a meet and confer session with Plaintiffs pursuant to Superior Court Rule 29(e). In sharp contrast to the ample production DOJ described as having provided to abusers' counsel the prior day, counsel reported that DOJ and NHSP had "internally considered" the Subpoena and concluded that they would not be providing Plaintiffs with any documents that related to the ongoing prosecutions, *even if* those documents previously had been provided to counsel for the criminal defendants. The only documents DOJ and NHSP would agree to produce were those related to "closed" investigations or prosecutions, which their counsel defined as those investigations for which DOJ had declined prosecution or prosecutions in which the proceedings were fully concluded, including any appeals. Counsel did not specifically identify any such closed investigations or prosecutions.

10. During the meet and confer, counsel for DOJ and NHSP did not identify any legal privilege in support of their decision to withhold documents. Counsel did not claim that the requested discovery would be unduly burdensome to identify and produce. Instead, counsel merely expressed concern that providing the materials to Plaintiffs would increase the number of individuals who would have access to the information, and thereby numerically increased the chance that witnesses would be exposed to sensitive information. When Plaintiffs' counsel explained that they had been operating for months under a protective order that was wholly analogous to that in the criminal matter,¹ counsel for DOJ and NHSP again simply repeated a

¹ Indeed, as required by the Stipulated Protective Order in this matter, a copy of the Stipulated Protective Order was included with each of the subpoenas served on DOJ and NHSP.

generalized concern about the increased “potential” for violation due to the increase in legal personnel with access.

ARGUMENT

11. “New Hampshire law favors liberal discovery”, the underlying purpose of which “is to reach the truth.” *Johnston v. Lynch*, 133 N.H. 79, 94 (1990). As the Supreme Court has explained:

It is the philosophy of the adversary system that truth will more likely be reached if both sides of the issue are fully presented and that this is more likely to occur if the sides are presented by partisan advocates. To permit the system to have maximum effectiveness, therefore, each of the advocates must be fully informed and have access to all evidence favorable to his side of the issue. This is true whether the issue is one which has been raised by him or by his opponent, and whether the evidence is in the possession of his opponent or someone else.

Scotsas v. Citizens Ins. Co. of New Jersey, 109 N.H. 386, 388 (1969). The Court has also recognized that “it is essential to the achievement of justice that evidence be brought to light by discovery and other pretrial procedures in time for both parties to evaluate it and adequately prepare for trial.” *Hartford Acc. & Indem. Co. v. Cutter*, 108 N.H. 112, 115 (1967).

12. The scope of discovery in this State includes any material that is not privileged and is “relevant to the subject matter involved in the pending action”; even inadmissible material is discoverable if it is “reasonably calculated to lead to the discovery of admissible evidence.” Super. Ct. R. 24(b). The responding party has a duty “to fully disclose all requested information which he has at the time of the demand” including the “knowledge of his agents and employees.” *Kearsarge Computer, Inc. v. Acme Stapel Co., Inc.*, 116 N.H. 705, 707 (1976).

13. DOJ and NHSP do not contest that the documents and information Plaintiffs seek are highly relevant to Plaintiffs’ civil cases and squarely within the permissible scope of discovery, nor could they credibly do so. DOJ and NHSP also have not identified any other legally cognizable

basis for refusing to produce this highly relevant information. Rather than offering any legal privilege or defense from production, they have identified only a generalized and unsubstantiated concern that allowing access to the materials would risk their disclosure to witnesses in a way that would potentially affect witness testimony in the criminal cases.

14. Such a concern is not a valid legal justification for DOJ's and NHSP's blanket refusal to respond. It is, moreover, unsupported by any facts, and ignores the reality that (a) the Court is empowered to enter protective orders governing the terms on which discovery may be made, and (b) the Court has already entered a Stipulated Protective Order in these matters which Plaintiffs' counsel have carefully honored for months. As noted, when pressed to identify why the existing Protective Order or some other measure was not sufficient to address DOJ's and NHSP's purported concerns, their counsel was unable to articulate any explanation. That is not surprising. Just as jurors are presumed to follow the instructions given to them, attorneys and litigants must be presumed to be capable of obeying protective orders. Speculation that an attorney might violate the terms of a protective order entered by the Court, with all the consequences that would ensue, cannot defeat Plaintiffs' entitlement to discovery.

15. While DOJ and NHSP have been unable to convincingly explain why they can lawfully refuse to comply with Plaintiffs' subpoena, Plaintiffs' need for the discovery in DOJ's and NHSP's possession cannot be overemphasized. As State Defendants' counsel explained at the last status conference, that discovery includes unquestionably relevant information *removed* from the State Defendants' own possession, which is now available only to DOJ, NHSP, and counsel for the criminal defendants. They are therefore the *only* custodians from whom Plaintiffs can obtain that crucial information.

16. The State of New Hampshire already failed these hundreds of Plaintiffs as children by taking them into its custody where they suffered rapes, beatings, weeks of solitary confinement, and countless other acts of depravity at the hands of State employees. If DOJ and NHSP are indeed contending that Plaintiffs should also be forced to wait until the ongoing prosecutions are concluded before being allowed to access the information in DOJ's and NHSP's possession – information that has been turned over to Plaintiffs' abusers – that is nothing short of another massive betrayal on the part of the State of New Hampshire. DOJ has done little to push the prosecutions forward in accordance with the usual speedy trial rules governing criminal cases. Over three years ago, David Meehan agreed to stay his case for *eighteen months* to allow the prosecutions time to develop. He has nothing to show for it, and it now appears that the criminal trials will be postponed well into 2024 or 2025 or beyond. It is hard to believe that DOJ is not noticeably discomfited by its failures in this regard, but perhaps nothing more can be expected from the Attorney General's Office that is trying to wear two hats by both prosecuting Plaintiffs' abusers in the criminal cases while at the same time defending those same abusers in these cases.

17. Plaintiffs have asserted their Part 1, Article 14 rights to justice “promptly, and without delay.” Further, the Superior Court Rules must “be construed and administered to secure the just, speedy, and cost-effective determination of every action.” Super. Ct. R. 1(b). Given the extended delay in the criminal prosecutions, forcing Plaintiffs to choose between proceeding without relevant documents or sitting pat until the prosecutions are concluded threatens to deny Plaintiffs their constitutional rights, and would secure neither a just nor a speedy determination of these matters. As Plaintiffs have been attempting to obtain relevant documents from State Defendants by request and motion for months, have been forced to resort to third-party requests to DOJ and NHSP, and are now being stonewalled by DOJ and NHSP while deadlines in David

Meehan's case are fast approaching, Plaintiffs respectfully request expedited treatment of this motion.

18. Pursuant to Superior Court Rule 11(c), Plaintiffs' counsel conferred with counsel for DOJ and NHSP in a good faith attempt to resolve the issues presented by this motion, but were unable to come to an agreement.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court:

- a. Order DOJ and NHSP to, within ten (10) days of the date of the Order, produce documents responsive to Plaintiffs' subpoenas, including but not limited to the same discovery provided to defense counsel in the criminal matter; and
- b. Grant such other and further relief as may be equitable and just.

Respectfully Submitted,

PLAINTIFFS,

By and through counsel,

NIXON PEABODY LLP

Dated: June 1, 2023

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

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CERTIFICATE OF SERVICE

I certify that on this date, June 1, 2023, I am serving a copy of this document by electronically sending it through the court's e-filing system to all attorneys and to all other parties who have entered electronic service contacts (email addresses) in this case. I am also serving a copy of this motion on counsel for the Department of Justice – Criminal Justice Bureau and Department of Safety – Division of State Police.

/s/ Mark T. Knights

Mark T. Knights, Esq.

6-6-2023 This motion shall be heard at the upcoming status conference. The court shares its thoughts, so that the hearing will be more efficient:

1. There is only one State of New Hampshire. It is represented in these cases, and in the related criminal cases, by the same attorney, i.e. the New Hampshire Attorney General. The Attorney General's role is not purely formal. This judge was informed, in separate litigation, that the AG must personally approve each plea offer in the related criminal cases. It is inconceivable that these cases can be settled or tried with the AG's personal okay. Although the State claims to have constructed a Great Wall separating the AG's civil staff from his criminal staff, the reality is closer to a divider in an office cubicle. The AG has access to all of the evidence on both sides of the divider, and he is personally briefed by his assistants who ground their briefings on his evidence. Evidence is "within the possession, custody or control" of the State defendants if it is within the agency, or if it is within either the civil or criminal divisions of the Attorney General's office. See, *People v. Gilman*, 957 N.Y.S. 2d 638 (N.Y. Sup. Ct. 2010) ("The court does not accept the theoretical argument that . . . the two arms of the [N.Y.] Attorney General's Office are separate and distinct entities operating in two spheres.")

2. That said, the State has a compelling--indeed a paramount--interest in preserving the integrity of ongoing criminal prosecutions and investigations. It is not uncommon to stay civil cases, in whole or in part, pending the resolution of related criminal proceedings.

3. The right ruling in this case may not be "all or nothing," but rather a protective order that denies discovery of certain sensitive evidence, the release of which might threaten the integrity of the criminal proceedings in specific, articulable ways, while permitting discovery of other evidence that happens to have been Bates stamped in the criminal case.



Honorable Andrew R. Schulman

June 6, 2023

Clerk's Notice of Decision
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EXHIBIT A

ROCKINGHAM, ss.

STATE OF NEW HAMPSHIRE

SUPERIOR COURT

CASE NO. 217-2020-CV-00026

and all consolidated YDC and YDSU CASES

DAVID MEEHAN

v.

STATE OF NEW HAMPSHIRE,
DEPARTMENT OF HEALTH AND HUMAN SERVICES, et al.

(IN RE YDC AND YDSU LITIGATION)

TO: New Hampshire Department of Safety
Division of State Police
33 Hazen Drive
Concord, NH 03305


YOU ARE REQUIRED, pursuant to Rules 26 of the Rules of the Superior Court of the State of New Hampshire and RSA Chapter 516, to appear at a deposition to give testimony regarding the above-captioned matter on **May 15, 2023**, beginning at **2:00 p.m.**, or such other time as may be agreed upon, at the offices of Nixon Peabody LLP, 900 Elm Street, 14th Floor, City of Manchester, County of Hillsborough, State of New Hampshire. Your deposition will be recorded stenographically, and will continue from day to day, until completed. The stenographer will be Avicore Reporting, who will conduct the deposition and record the testimony. Counsel for all parties of record are invited to attend and cross-examine.

You are further required to bring with you and produce for inspection the items outlined in **Schedule A**, attached hereto, in connection with the above-captioned matter. **You may, in lieu of appearing for a deposition on May 15, 2023, forward the documents, accompanied by a signed and notarized certificate as attached hereto, to the attention of the following individual on or before May 15, 2023:**

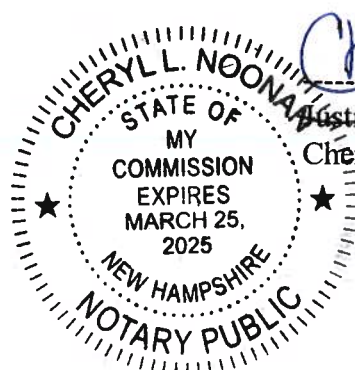
Sharon Willier
Nixon Peabody LLP
900 Elm Street, 14th Floor
Manchester, NH 03101-2031

HEREOF FAIL NOT, or you will answer default under the penalties prescribed by law.

Dated at Manchester, New Hampshire, May 1, 2023.



Justice of the Peace/Notary Public
Cheryl L. Noonan / Exp. March 25, 2025



CHERYL L. NOONAN
STATE OF
MY
COMMISSION
EXPIRES
MARCH 25,
2025
NEW HAMPSHIRE
NOTARY PUBLIC

SCHEDULE A

DEFINITIONS

1. As used herein, the term “**You**,” “**Your**,” or “**Yours**” refers to **NEW HAMPSHIRE DEPARTMENT OF SAFETY, DIVISION OF STATE POLICE** and shall mean any of its agents, former agents, and all other persons or entities acting (or who acted) on its behalf.

2. The connectives “**and**” and “**or**” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

3. “**Document**” is used in the broadest sense permissible and includes any recorded information (whether printed, typed, photocopied, handwritten, recorded, electronically stored, produced or reproduced, or created by any other process), tangible thing, or any other compilation of information that is within Your possession, custody, or control, including, without limitation, any and all:

a. accountant work papers, advertising circulars, advisories, agreements, appointment books, articles, bills, binders, books, brochures, bulletins, cables, calendars, certificates of insurance, charts, checks, circulars, communications (intra-office, inter-office, external, and other), compilations, computer printouts, confirmations, contracts, correspondence, desk-pads, diaries, drafts, drawings, exhibits, facsimiles, financial statements, flyers, forecasts, graphs, guidelines, invoices, instructions, letters, lists, logs, manuals, memoranda, messages, microfiche, microfilm, minutes of meetings, notebooks, notes, outlines, pamphlets, periodicals and clippings from periodicals, placement slips, pleadings, policies, post-it notes, projections, prospectuses, questionnaires, receipts, records, reports, rules, schedules, social media communications, including but not limited to information posted on or transmitted through social networking platforms (*e.g.*, Facebook, LinkedIn, MySpace, digital file-sharing services (*e.g.*, Flickr and Instagram), blogs and microblogs (*e.g.*, Twitter), instant messages, and/or comments on Websites, message boards or online news articles, statements, studies, subscription agreements or pages, summaries, tables, telecopies, telefaxes, telegrams, telephone messages, telexes, text messages, translations, treaties, wire messages, and worksheets;

b. graphic or audio records or representations of any kind, including photographs, charts, drawings, graphs, microfiche, microfilm, videotapes, recordings, and motion pictures;

c. electric, electronic, magnetic, mechanical, and optical records or representations of any kind, including, without limitation, tapes, cassettes, computer discs, recordings, computer memories, or other electronic data compilations;

d. final versions and all drafts; and

e. all originals, as well as copies that vary from the original in any respect, including, without limitation, variations due to handwritten notes, editing, interlineations, blind copies, and other alterations.

4. “**Correspondence**” shall mean any letter, telegram, telex, notice, message, memorandum, facsimile, or other written communication or transcription or notes of the communication and includes all attachments and enclosures thereto.

5. “**Communication**” shall mean any written or oral transmission, information, or opinion, including any utterance, notation or statement of any nature whatsoever, including, but not limited to, Documents and Correspondence as defined above.

6. “**Sununu Center**” shall mean the Sununu Youth Services Center, Youth Development Center, Youth Development Services Unit, State Industrial School, Adolescent Detention Center, the Anna Philbrook Center, the Tobey School, and their predecessors under any name, including all of their divisions, agencies, agents and employees.

INSTRUCTIONS

The following instructions are applicable herein:

7. The Definitions in this **Schedule A** apply to each of these Instructions and each of the succeeding Requests for Production.

8. These requests shall be deemed to seek documents in Your possession, custody, or control as of the date hereof, and shall be deemed to be continuing.

9. For each document requested, produce the entire document, photograph, video, slide, or other photographic evidence, including all attachments, envelopes, explanatory notes, appendices, and exhibits. All non-identical copies of a document are to be produced.

10. The documents produced for inspection shall be produced as they were kept in the usual course of business or shall be organized and labeled to correspond with the paragraphs set forth below.

11. If there are no documents responsive to any particular Request, You must so state in writing.

12. Enclosed herewith is a copy of the Stipulated Protective Order dated July 11, 2022 (“Protective Order”). Pursuant to paragraph 13 of the Protective Order, at your request and indication of your willingness to be bound by the terms of the Protective Order, you may designate documents or information produced in response to this subpoena as Protected Information.

REQUESTS FOR PRODUCTION

1. Any and all non-privileged documents, including but not limited to investigatory files, case files, witness interview notes or summaries, evidence logs, recordings or transcripts, videotapes, electronic communications, physical evidence, document indices or overlays, expert reports, forensic reports, and communications with any other law enforcement or prosecutorial entity, that are related to any investigation or prosecution of the following individuals:
 - a. Jeffrey Buskey
 - b. Stephen Murphy
 - c. Bradley Asbury
 - d. James Woodlock
 - e. Frank Davis
 - f. Gordon Thomas Searles
 - g. Stanley Watson
 - h. Victor Malavet
 - i. Trevor Middleton
 - j. Jonathan Brand
 - k. Lucien Poulette
2. Any and all non-privileged documents, including but not limited to investigatory files, case files, witness interview notes or summaries, evidence logs, recordings or transcripts,

videotapes, electronic communications, physical evidence, document indices or overlays expert reports, forensic reports, and communications with any other law enforcement or prosecutorial entity, that are related to any investigation or prosecution of any individual not listed in Request 1 who is or was accused or suspected of abuse, harassment, or any other physical or mental harm committed against any resident of the Sununu Center, or occurring at any Sununu Center facility, from 1960 to present.

ROCKINGHAM, ss.

STATE OF NEW HAMPSHIRE

SUPERIOR COURT

CASE NO. 217-2020-CV-00026

and all consolidated YDC and YDSU CASES

DAVID MEEHAN

v.

STATE OF NEW HAMPSHIRE,
DEPARTMENT OF HEALTH AND HUMAN SERVICES, et al.

(IN RE YDC AND YDSU LITIGATION)

CERTIFICATION AS TO RECORDS

I, the undersigned, being duly sworn, do hereby depose and say as follows:

1. True copies of all documents identified in the subpoena to the New Hampshire Department of Safety, Division of State Police dated May 1, 2023, which are, or ever have been, in the possession and/or control of New Hampshire Department of Safety, Division of State Police are attached hereto.
2. To the best of my knowledge, the attached records were made at or near the time of the occurrence of the matters set forth, by or from information transmitted by, a person with knowledge of those matters.
3. The attached records are kept in the course regularly conducted activity of New Hampshire Department of Safety, Division of State Police.
4. The attached records were made by the regularly conducted activity as a regular practice.

Executed under the pains and penalties of perjury this ___ day of _____, 2023.

Signature _____

Printed name _____

Title (if applicable) _____

Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this ____ day of _____, 2023, the undersigned personally appeared before me and execute the foregoing instrument for the purposes contained therein, and swearing to the truth of its contents.

Justice of the Peace/Notary Public

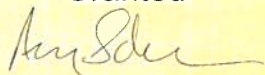
My Commission Expires:

Printed name _____

STATE OF NEW HAMPSHIRE
SUPERIOR COURT

Merrimack, ss.

Granted



Honorable Andrew R. Schulman

July 11, 2022

Clerk's Notice of Decision
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on 07/12/2022

DAVID MEEHAN;
MICHAEL GILPATRICK;
CORRINE MURPHY;
NATASHA MAUNSELL;
ALBERT ALLARD;
JOHN DOES Nos. 1 through 401;
JANE DOES Nos. 1 through 40

v.

N.H. DEPARTMENT OF HEALTH AND HUMAN SERVICES, et al.
(YDC and YDSU CASES)

217-2020-CV-00026	217-2021-CV-00574	217-2021-CV-00639	217-2022-CV-00030	217-2022-CV-00071
217-2021-CV-00479	217-2021-CV-00575	217-2021-CV-00640	217-2022-CV-00031	217-2022-CV-00072
217-2021-CV-00483	217-2021-CV-00576	217-2021-CV-00641	217-2022-CV-00032	217-2022-CV-00074
217-2021-CV-00499	217-2021-CV-00577	217-2021-CV-00642	217-2022-CV-00033	217-2022-CV-00075
217-2021-CV-00500	217-2021-CV-00580	217-2021-CV-00643	217-2022-CV-00034	217-2022-CV-00076
217-2021-CV-00517	217-2021-CV-00581	217-2021-CV-00644	217-2022-CV-00035	217-2022-CV-00077
217-2021-CV-00518	217-2021-CV-00582	217-2021-CV-00645	217-2022-CV-00036	217-2022-CV-00079
217-2021-CV-00519	217-2021-CV-00587	217-2021-CV-00676	217-2022-CV-00037	217-2022-CV-00080
217-2021-CV-00520	217-2021-CV-00588	217-2021-CV-00677	217-2022-CV-00038	217-2022-CV-00081
217-2021-CV-00521	217-2021-CV-00589	217-2021-CV-00678	217-2022-CV-00039	217-2022-CV-00082
217-2021-CV-00523	217-2021-CV-00590	217-2021-CV-00679	217-2022-CV-00040	217-2022-CV-00083
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217-2021-CV-00525	217-2021-CV-00592	217-2021-CV-00681	217-2022-CV-00042	217-2022-CV-00086
217-2021-CV-00526	217-2021-CV-00594	217-2021-CV-00682	217-2022-CV-00043	217-2022-CV-00087
217-2021-CV-00538	217-2021-CV-00593	217-2021-CV-00683	217-2022-CV-00044	217-2022-CV-00088
217-2021-CV-00539	217-2021-CV-00595	217-2021-CV-00684	217-2022-CV-00045	217-2022-CV-00089
217-2021-CV-00540	217-2021-CV-00596	217-2021-CV-00685	217-2022-CV-00046	217-2022-CV-00090
217-2021-CV-00541	217-2021-CV-00598	217-2021-CV-00686	217-2022-CV-00047	217-2022-CV-00091
217-2021-CV-00544	217-2021-CV-00599	217-2021-CV-00688	217-2022-CV-00048	217-2022-CV-00092
217-2021-CV-00546	217-2021-CV-00600	217-2021-CV-00689	217-2022-CV-00050	217-2022-CV-00093
217-2021-CV-00547	217-2021-CV-00601	217-2021-CV-00690	217-2022-CV-00051	217-2022-CV-00094
217-2021-CV-00548	217-2021-CV-00602	217-2021-CV-00691	217-2022-CV-00052	217-2022-CV-00095
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217-2021-CV-00550	217-2021-CV-00604	217-2021-CV-00721	217-2022-CV-00054	217-2022-CV-00097
217-2021-CV-00553	217-2021-CV-00605	217-2021-CV-00722	217-2022-CV-00055	217-2022-CV-00098
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217-2021-CV-00558	217-2021-CV-00610	217-2022-CV-00018	217-2022-CV-00059	217-2022-CV-00102
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217-2021-CV-00564	217-2021-CV-00614	217-2022-CV-00022	217-2022-CV-00063	217-2022-CV-00106
217-2021-CV-00566	217-2021-CV-00615	217-2022-CV-00023	217-2022-CV-00064	217-2022-CV-00107
217-2021-CV-00567	217-2021-CV-00616	217-2022-CV-00024	217-2022-CV-00065	217-2022-CV-00108
217-2021-CV-00568	217-2021-CV-00617	217-2022-CV-00025	217-2022-CV-00066	217-2022-CV-00109
217-2021-CV-00569	217-2021-CV-00618	217-2022-CV-00026	217-2022-CV-00067	217-2022-CV-00110
217-2021-CV-00570	217-2021-CV-00620	217-2022-CV-00027	217-2022-CV-00068	217-2022-CV-00111
217-2021-CV-00572	217-2021-CV-00621	217-2022-CV-00028	217-2022-CV-00069	217-2022-CV-00113
217-2021-CV-00573	217-2021-CV-00638	217-2022-CV-00029	217-2022-CV-00070	

JOINT MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

Pursuant to N.H. Superior Court Civil Rules 11 and 29(a), the Parties, by and through their undersigned counsel¹, hereby move the Court to enter the Stipulated Protective Order (the “Protective Order” or “Order”) attached hereto as **Exhibit A**. In support of this motion, the Parties state as follows:

1. As discussed with the Court at the June 29, 2022 Structuring Conference, the Parties anticipate that discovery in these consolidated actions will require the disclosure of a great deal of confidential documents and information, including but not limited to documents subject to state and federal statutorily defined privacy and confidentiality restrictions. The Parties also agree that a protective order is necessary to facilitate the production, use, and exchange of these confidential documents and information.
2. Undersigned counsel have negotiated the Protective Order attached hereto as **Exhibit A**. The Protective Order creates different levels of protection depending upon the nature of the information contained within certain materials, defines the materials that may be designated as confidential and outlines the procedures for both parties and nonparties to do so, and governs the terms by which those materials may be used or disclosed by the parties and their counsel. The Protective Order further provides for a mechanism by which confidentiality designations may be challenged, and such disputes resolved.

¹ Undersigned counsel represent, respectively: Plaintiffs David Meehan, Michael Gilpatrick, Corrine Murphy, Natasha Maunsell, John Does Nos. 1 through 78, John Does Nos. 80 through 94, John Does Nos. 96 through 351, John Does Nos. 353 through 367; John Does Nos. 369 through 401, and Jane Does Nos. 1 through 40; and Defendants New Hampshire Department of Health & Human Services, Sununu Youth Services Center, Youth Development Services Unit, Department of Youth Development Service, and Division of Children, Youth, and Families (collectively, the “Parties”).

3. The Parties and their undersigned counsel believe that the Protective Order is sufficient to protect the rights and privacy of the parties and nonparties to this action.
4. Pursuant to Superior Court Rule 11(c), the Parties have conferred and are in agreement as to the relief sought in this motion. Counsel for Plaintiffs John Does #s 352 and 368 were included in all relevant correspondence regarding the Protective Order and did not express an opinion as to the relief sought in this motion.

WHEREFORE, the Parties respectfully request that this Court:

- a. Enter, as an order of this Court, the Stipulated Protective Order attached hereto as **Exhibit A**; and
- b. Grant such other and further relief as the Court deems just and proper.

Respectfully Submitted,

Plaintiffs David Meehan, Michael Gilpatrick, Corrine Murphy, Natasha Maunsell, John Does Nos. 1 through 78, John Does Nos. 80 through 94, John Does Nos. 96 through 351, John Does Nos. 353 through 367; John Does Nos. 369 through 401, and Jane Does Nos. 1 through 40,

By and through counsel,

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

Date: July 6, 2022

/s/ Cyrus F. Rilee, III

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nwarecki@nixonpeabody.com
ebucksbaum@nixonpeabody.com

Defendants New Hampshire Department of Health
& Human Services, Sununu Youth Services Center,
Youth Development Services Unit, Department of
Youth Development Service, and Division of
Children, Youth, and Families,

By their attorneys,

JOHN M. FORMELLA
ATTORNEY GENERAL

Date: July 6, 2022

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mtopol@verrill-law.com

Dated: _____, 2022

SO ORDERED.

Andrew R. Schulman,
Presiding Justice

EXHIBIT A

STATE OF NEW HAMPSHIRE
SUPERIOR COURT

Merrimack, ss.

DAVID MEEHAN;
MICHAEL GILPATRICK;
CORRINE MURPHY;
NATASHA MAUNSELL;
ALBERT ALLARD;
JOHN DOES Nos. 1 through 401;
JANE DOES Nos. 1 through 40

v.

N.H. DEPARTMENT OF HEALTH AND HUMAN SERVICES, et al.
(YDC and YDSU CASES)

217-2020-CV-00026	217-2021-CV-00574	217-2021-CV-00639	217-2022-CV-00030	217-2022-CV-00071
217-2021-CV-00479	217-2021-CV-00575	217-2021-CV-00640	217-2022-CV-00031	217-2022-CV-00072
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217-2021-CV-00499	217-2021-CV-00577	217-2021-CV-00642	217-2022-CV-00033	217-2022-CV-00075
217-2021-CV-00500	217-2021-CV-00580	217-2021-CV-00643	217-2022-CV-00034	217-2022-CV-00076
217-2021-CV-00517	217-2021-CV-00581	217-2021-CV-00644	217-2022-CV-00035	217-2022-CV-00077
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217-2021-CV-00519	217-2021-CV-00587	217-2021-CV-00676	217-2022-CV-00037	217-2022-CV-00080
217-2021-CV-00520	217-2021-CV-00588	217-2021-CV-00677	217-2022-CV-00038	217-2022-CV-00081
217-2021-CV-00521	217-2021-CV-00589	217-2021-CV-00678	217-2022-CV-00039	217-2022-CV-00082
217-2021-CV-00523	217-2021-CV-00590	217-2021-CV-00679	217-2022-CV-00040	217-2022-CV-00083
217-2021-CV-00524	217-2021-CV-00591	217-2021-CV-00680	217-2022-CV-00041	217-2022-CV-00084
217-2021-CV-00525	217-2021-CV-00592	217-2021-CV-00681	217-2022-CV-00042	217-2022-CV-00086
217-2021-CV-00526	217-2021-CV-00594	217-2021-CV-00682	217-2022-CV-00043	217-2022-CV-00087
217-2021-CV-00538	217-2021-CV-00593	217-2021-CV-00683	217-2022-CV-00044	217-2022-CV-00088
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217-2021-CV-00541	217-2021-CV-00598	217-2021-CV-00686	217-2022-CV-00047	217-2022-CV-00091
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217-2021-CV-00546	217-2021-CV-00600	217-2021-CV-00689	217-2022-CV-00050	217-2022-CV-00093
217-2021-CV-00547	217-2021-CV-00601	217-2021-CV-00690	217-2022-CV-00051	217-2022-CV-00094
217-2021-CV-00548	217-2021-CV-00602	217-2021-CV-00691	217-2022-CV-00052	217-2022-CV-00095
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217-2021-CV-00550	217-2021-CV-00604	217-2021-CV-00721	217-2022-CV-00054	217-2022-CV-00097
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217-2021-CV-00557	217-2021-CV-00609	217-2021-CV-00741	217-2022-CV-00058	217-2022-CV-00101
217-2021-CV-00558	217-2021-CV-00610	217-2022-CV-00018	217-2022-CV-00059	217-2022-CV-00102
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217-2021-CV-00560	217-2021-CV-00612	217-2022-CV-00020	217-2022-CV-00061	217-2022-CV-00104
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217-2021-CV-00569	217-2021-CV-00618	217-2022-CV-00026	217-2022-CV-00067	217-2022-CV-00110
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217-2022-CV-00116	217-2022-CV-00167	217-2022-CV-00219	217-2022-CV-00271	217-2022-CV-00323
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217-2022-CV-00153	217-2022-CV-00205	217-2022-CV-00257	217-2022-CV-00308	217-2022-CV-00359
217-2022-CV-00154	217-2022-CV-00206	217-2022-CV-00258	217-2022-CV-00309	217-2022-CV-00360
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217-2022-CV-00160	217-2022-CV-00212	217-2022-CV-00264	217-2022-CV-00316	217-2022-CV-00366
217-2022-CV-00161	217-2022-CV-00213	217-2022-CV-00265	217-2022-CV-00317	217-2022-CV-00408
217-2022-CV-00162	217-2022-CV-00214	217-2022-CV-00266	217-2022-CV-00318	
217-2022-CV-00163	217-2022-CV-00215	217-2022-CV-00267	217-2022-CV-00319	
217-2022-CV-00164	217-2022-CV-00216	217-2022-CV-00268	217-2022-CV-00320	

STIPULATED PROTECTIVE ORDER

Pursuant to N.H. Super. Ct. Civil R. 29(a), the parties, by and through their undersigned counsel, hereby stipulate and agree to this Protective Order (the “Protective Order” or “Order”) to facilitate the production, use, and exchange of confidential materials and information under

the Rules of the Superior Court of the State of New Hampshire, regardless of the medium or manner in which the documents and/or information are generated, stored, produced, or maintained. Additional parties may through counsel stipulate and agree to this Protective Order by counsel signing a copy of this Protective Order and filing it with the Court.

1. Scope of Information Governed

This Protective Order shall govern any document, information, or other thing, including information in electronic form, furnished by any Party or non-party in connection with all phases of the Consolidated Action, any action hereafter consolidated into the Consolidated Action, and any case that is part of the Master Docket, including but not limited to, documents produced, written responses to all discovery requests, deposition testimony, deposition exhibits, deposition transcripts and/or videos, and responses to or from non-party subpoenas, regardless of their medium or format.

2. Definitions

A. Producing Party and Receiving Party

The term “Producing Party” shall mean any party to this action or any non-party, including its counsel, retained experts, directors, officers, employees, business partners, or agents, who produces any Protected Information (as defined herein). The term “Receiving Party” shall mean any party to this action, including its counsel, retained experts, directors, officers, employees, business partners, or agents, who receives any Protected Information.

B. Consolidated Action

The terms “Consolidated Action” or “Master Docket” shall refer to the cases listed in the caption hereto for which the case *David Meehan v. State of New Hampshire DHHS, et al.*, 217-2020-CV-0026 (Merrimack Cnty. Superior Court) has been designated as the lead case for filing

purposes by the Court's Order, dated February 23, 2022, and any cases which may be added to that list and consolidated under the Master Docket. Should a different case be designated lead case, or the various cases be consolidated under a different case, the term "Consolidated Action" shall continue to refer to this corpus of cases under the new lead case.

C. Confidential Information

The term "Confidential Information" shall mean any information, documents, material, testimony, or other thing produced for or disclosed in connection with this action to a Receiving Party, and designated by a Producing Party as "CONFIDENTIAL" that the Producing Party believes, in good faith, constitutes, contains, reveals, relates to, or reflects information that: (i) the Producing Party has undertaken with others to maintain in confidence, or (ii) is protected from disclosure by statute, should be protected from disclosure as confidential personal information, personnel records, trade secrets or commercial information, or comprises confidential educational, legal, criminal history, or other sensitive information. A non-party producing documents may designate information, documents, materials or testimony, or other thing as Confidential Information.

The following information is not Confidential Information:

- i. Any information that is or, after its disclosure to a Receiving Party, becomes part of the public domain as a result of publication not involving a violation of this Order or other obligation to maintain the confidentiality of such information;

- ii. Any information that the Receiving Party can show was already publicly known or made available prior to the disclosure; and
- iii. Any information that the Receiving Party can show by written records was received by it from a source who obtained the information lawfully and under no obligation of confidentiality to the Producing Party.

D. Highly Confidential Information

The term “Highly Confidential Information” shall mean any Confidential Information produced by State Defendants in the Consolidated Action which the Producing Party believes, in good faith, likely contains, constitutes, reveals, relates to, or refers to information that is subject to one or more state or federal statutorily defined privacy or confidentiality restrictions, including without limitation New Hampshire RSA 621:15 (YDC records); RSA 621-A:7 (SYSC records); RSA 167:31 (public assistance records); RSA 169-B:35 and :36 (Juvenile Justice records); RSA 169-C:25 (court records in abuse and neglect proceedings); RSA 169-D:25 (court records in CHINS proceedings); RSA 170-B:23 (adoption records); RSA 170-C:14 (termination records); RSA 170-E:33 and:42 (day care & residential care license application materials); RSA 170-G:8-a (Department of Health and Human Services case records); RSA 170-G:8-a, I. (d) (name and identifying information of reporters of abuse or neglect); RSA 332-I (medical records); 20 USC §1232g (FERPA education records); 42 U.S.C. §1320d et seq. (privacy provisions of Health Insurance Portability and Accountability Act of 1996, P.L. 104-191) (HIPAA) (health records and information); 42 CFR Part 2 (substance use disorder records); and any applicable implementing rules, regulations or directives promulgated under the foregoing statutes, as well as any other individually identifying information regarding any minor children, which would not

otherwise be subject to public dissemination. Such material shall be designated and marked HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.

In order to permit discovery to proceed quickly and efficiently, HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY material will be produced to plaintiffs’ counsel (as defined in subparagraph 5(A)(i), below) in this Consolidated Action without redactions that may otherwise be statutorily required before production to each individual Plaintiff. plaintiffs’ counsel, by accepting discovery so marked, acknowledge and accept the restrictions imposed by this Order and by statute on their use and handling of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY material in exchange for early access to this material.

E. Protected Information

The term “Protected Information” shall mean and include, documents, materials, information, and testimony designated by a Producing Party as Confidential Information or Highly Confidential Information.

3. Depositions

When a deposition includes the disclosure of Protected Information:

A. Portions of the deposition and deposition exhibits may be designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as appropriate, subject to the provisions of this Protective Order either by (i) indicating on the record during the deposition that a question calls for, or an answer includes, reference to or review of Protected Information (and specifying whether the subject testimony is either Confidential or Highly Confidential Information), in which case the reporter will mark the pages of the transcript containing the designated testimony as “Confidential Information Governed by

Protective Order,” or “Highly Confidential Information Governed by Protective Order,” or (ii) notifying the reporter and all counsel of record, in writing, within ten (10) business days of receiving the final draft of the transcript from the reporter that a certain section(s) of the transcript contains Protected Information (and specifying whether the subject testimony is either Confidential or Highly Confidential Information), and the person designating those sections shall reproduce them with the appropriate designation.

B. The Producing Party shall have the right to exclude from the deposition, during such time as Protected Information is to be disclosed, any person other than the subject of the Protected Information; the deponent (and his or her counsel); parties and counsel for all parties (including their staff and associates); and the court reporter.

4. **Form and Designation of Protected Information as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

A. Any party may designate documents as CONFIDENTIAL, and the State Defendants may designate documents as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, but only after the documents have been reviewed by or under the supervision of an attorney or by a party appearing pro se who, in good faith, determines that the documents actually contain information meeting the definition of “Confidential Information” or “Highly Confidential Information” set forth above. To the extent that State Defendants need to do so to reduce review time and expense and to speed up production, they may also designate files or batches as HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY, which may contain documents that, standing alone, only contain Confidential Information or non-confidential information, subject to Paragraph 7. Such designation may be made by stamping or otherwise marking the material prior to production as follows: “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

In the case of written material, documents, or tangible items, the designation “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be made at or prior to the time the Receiving Party is provided a copy of the information. In lieu of marking the originals or documents, the Producing Party may mark the copies that are produced or exchanged.

Where electronic files and documents are produced in native electronic format, such electronic files and documents shall be designated for protection under this Order by appending to the file names or designators information indicating whether the file contains Confidential or Highly Confidential Information, or shall use any other reasonable method for so designating material produced in electronic format.

Additionally, every document production shall be accompanied by a cover letter, cover email, report, or metadata field to the Receiving Party or Parties, which shall indicate whether any material in the production includes a Protected Information designation, and which shall identify all designated Protected Information by reference to the applicable bates numbers for the documents with Protected Information designation.

If a party produces or provides discovery of any Confidential or Highly Confidential Information without first labeling, marking, or designating it as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” then the Producing Party may thereafter give written notice promptly after discovery of such production or provision of discovery to the Receiving Party or Parties that the document, thing, transcript, or other embodiment of the Protected Information is “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and such Protected Information shall be treated in accordance with the provisions of this Order. The Receiving Party or Parties must

treat such document, thing, transcript, or other embodiment of Protected Information accordingly from the date such notice is received. Disclosure of such document, thing, transcript, or other embodiment of Protected Information prior to receipt of such notice to persons not authorized to receive it shall not be deemed a violation of this Order or a waiver of the confidential status of the information. However, those persons to whom disclosure was made shall be advised that the material disclosed was “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and must be treated in accordance with this Order.

The provisions of Paragraph 7 of this Order shall apply in the event of any disputes with respect to the propriety or correctness of a party’s designation of the information as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5. Use and Disclosure of Protected Information

Protected Information shall be used by the Receiving Party, and approved persons to whom it is disclosed, solely in the litigation or settlement of this action, including in any alternative dispute resolution proceedings, and including the statutory process of RSA 21-M:11-a, or for use at trial and in any appellate proceeding in this action. Protected Information shall not be used by such party or persons for any business or other purpose or disclosed to any person or entity not entitled under this Order to receive it, unless agreed to in writing by all parties to this action or as authorized by further order of the Court. To the extent any information, document, material, testimony, or other thing is only Protected Information to protect the privacy of a plaintiff to this Consolidated Action, that plaintiff may, at any time, partially or fully waive or release that right to privacy by executing the appropriate releases attached as exhibits hereto. The Court may issue additional orders regarding the disclosure of

Protected Information. Disclosure and use of documents designated CONFIDENTIAL shall be only in the manner and by the parties, counsel, and persons identified in paragraph 5(a).

Disclosure and use of documents designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY shall be only in the manner prescribed in paragraph 5(B) by the plaintiffs’ counsel as defined in paragraph 5(A)(i).

A. Use and Disclosure of Confidential Information

Except as may be otherwise ordered by the Court, the parties to the Consolidated Action and counsel for those parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL to any third person or entity except as set forth below:

- i. Counsel. The counsel of record in this action and their respective partners, associates, clerks, legal assistants, and support personnel;
- ii. Contractors. Independent organizations and employees thereof retained to provide professional litigation support services in this action, such as translation, graphics, design, document processing, copying, and processing of information, but only to the extent that counsel determines that the specifically named individual party or employee’s assistance is reasonably necessary to the conduct of the litigation in which the information is disclosed, and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A;
- iii. Court Reporters. Court reporters and videographers involved in this action, and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A;

- iv. Consultants and Experts. Independent experts and consultants retained in this action, and the employees of such experts and consultants who are assisting them, and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A;
- v. Jury or trial consulting service providers. Jury or trial consulting service providers, including mock jurors, who may review but not retain physical or electronic copies of any Protected Information and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A;
- vi. The author, addressee, and/or other person indicated on a document as having previously received a copy of that document or that a party's counsel in good faith believes is referenced in that document, who first completes the Acknowledgement and Agreement to be Bound in Exhibit A;
- vii. A witness who a party's counsel in good faith believes may be called to testify at a deposition or trial, who first completes the Acknowledgement and Agreement to be Bound in Exhibit A;
- viii. Any mediator, arbitrator, referee, special master, or administrator that the parties agree to or that this Court appoints, or who is appointed to a statutory dispute resolution process;

- ix. This Court, including any appellate court, and its support and administrative personnel; and
- x. Other persons. Such other persons as hereafter may be designated by written agreement of the parties in this action or by order of the Court, such order obtained on noticed motion (or on shortened time as the Court may allow) permitting such disclosure, and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A.

B. Use and Disclosure of Highly Confidential Information

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY material, as defined in paragraph 2(C) above, will be produced to plaintiffs’ counsel (as defined in subparagraph 5(A)(i) above) in this Consolidated Action without redactions that may otherwise be statutorily required to be made before production to each individual Plaintiff, in order to permit discovery to proceed more quickly and efficiently in this Consolidated Action than if such redactions were made before production.

1. Restrictions on handling Highly Confidential Material

Access to discovery material designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY shall be limited to Counsel, as defined in subparagraph 5(A)(i) above, in this Consolidated Action. Counsel shall not disclose or permit the disclosure of any documents, information, or other things designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY ” and access shall be limited to persons referred to in subparagraph 5(A)(i), except as provided herein.

Documents produced by State Defendants with HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY designation will be produced unredacted and are for Attorneys’ Eyes Only. Any materials with the designation HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY may contain confidential and statutorily protected information related to multiple individuals, including non-parties, individual defendants, and various Plaintiffs in this Consolidated Action. Many of these documents, information or other things relate to juveniles, or to former staff not involved in any Consolidated Action.

2. Downgrade Procedure

If a specific item of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY discovery contains statutorily protected information about **only one** individual Plaintiff, and no other individual, it may be disclosed without further redaction, but only to that specific individual Plaintiff. It remains, as to all other individuals, HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, and may not be further disseminated except through the following Downgrade Procedure.

If a specific item of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY discovery contains statutorily protected information about **more than one** individual, it may not

be shared with any individual Plaintiff, or with anyone other than Counsel, unless Counsel undertakes the following Downgrade Procedure.

Plaintiff's Counsel must either: (1) redact all personally identifying information from the item; (2) obtain Releases, substantially in the form attached hereto as Exhibit B, from every individual whose statutorily protected information is contained in the item; or (3) combine sufficient releases and redactions to remove all personally identifying information from the item prior to its release.

The release that individuals may sign shall include two levels of release. Individuals can elect to release only Highly Confidential protection, meaning that all documents that contain their statutorily protected information will not require redaction of their personally identifying information, but will still be treated, handled, and disclosed as if they were Confidential under this Order. Alternatively, individuals can elect to release all confidentiality protections, such that documents that contain their statutorily protected information will not need to be redacted nor will there be any restriction on their treatment, handling, and disclosure, except that social security numbers and dates of birth will be redacted.

Plaintiffs' counsel shall maintain a log of the releases received from individual plaintiffs or others, including the date the release was signed and the level of release. Plaintiffs' counsel shall provide State Defendants' counsel with a copy of the log of the releases on the 1st of every month. Plaintiffs' counsel shall endorse all items on which this downgrade procedure has been completed with the label "REDACTIONS APPLIED/RELEASES CONFIRMED by [name] on [date]" and shall strike through any portion of the confidentiality marking that is no longer applicable. Such items may then be treated, handled, and disclosed as if they were either designated only CONFIDENTIAL under this Order, or as if there is no confidentiality

designation whatsoever, depending on what level of release is provided by the individual plaintiffs indicated on the document and the redaction of any protected information, whether about a party or non-party, for which no release has been obtained. Plaintiffs' counsel may undertake an iteration of downgrades, as they obtain additional releases and fewer redactions are required. Each such subsequent iteration shall again be marked and endorsed "REDACTIONS APPLIED/RELEASES CONFIRMED by [name] on [date]". Plaintiffs' counsel may additionally obtain any further or supplementary releases or agreements from their clients as they may deem necessary or appropriate at any time.

C. Control of Documents

Counsel shall make best efforts to prevent the unauthorized disclosure of Protected Information pursuant to the terms of this Order. Counsel shall maintain the originals of the executed Acknowledgement and Agreement to be Bound (Exhibit A) during the pendency of any litigation in this Consolidated Action, or any case that was consolidated at any time. Plaintiffs' counsel shall maintain the original executed Releases of Statutorily Protected Information to Others (Exhibit B) in their files for ten (10) years.

6. Court Procedures for Filing Protected Information

In the event that a party seeks to file, or reference in any filing, a document that has been designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY under this Order, the filing party must comply with the New Hampshire Court Rules and procedures for filing the document under seal.

7. Contesting a Designation

The parties to the Consolidated Action shall use reasonable care when designating documents or information as Protected Information. A party may seek the removal of the

“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” designations from particular items. In such event, the following procedure shall apply:

A. Objection to Confidentiality

No later than thirty (30) days before the deadline for summary judgment motions, or thereafter for good cause shown, a party may serve upon a Producing Party an objection to a Protected Information designation. The objection shall specify the documents to which the objection is directed and shall set forth the reasons for the objection as to each document or category of documents. The documents to which an objection has been made shall remain CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY until designated otherwise by waiver, agreement, or order of the Court.

B. Obligation to Meet and Confer

The Receiving Party and the Producing Party shall have fifteen (15) days from service of the objection to meet and confer in a good faith effort to resolve the objection by agreement. If agreement is reached confirming or waiving the designation as to any documents subject to the objection, the Producing Party shall serve on all parties a notice specifying the documents and the nature of the agreement.

C. Obligation to File Motion

If the parties cannot reach agreement as to any documents designated CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, the Receiving Party shall file a motion with the court within thirty (30) days of the service of the objection. The Producing Party has the burden to prove that the confidentiality designation, either Confidential or Highly Confidential, should remain in place and that the restrictions on handling, treatment, and disclosure required by this Order are justified. The parties agree that they will take reasonable

steps to fully brief and present the motion to the Court in the most expeditious fashion reasonably possible under the circumstances.

8. Subpoenas

In the event any person or party having possession, custody, or control of any Protected Information receives a subpoena, or other process or order to produce such information, such person or party shall, within five (5) business days, or no later than twenty-four (24) hours before the time for compliance if the time for compliance is shorter than five (5) business days, notify, in writing, the attorneys of record of the party claiming such confidential treatment of the item, document, or information sought by such subpoena, process, or order; shall furnish those attorneys of record with a copy of said subpoena, process, or order; and shall provide reasonable cooperation with respect to any procedure to protect such information or matter as may be sought to be pursued by the party whose interests may be affected. If the party asserting confidentiality makes a motion to quash or modify the subpoena, process, or order, there shall be no disclosure of the subject matter objected to pursuant to the subpoena, process, or order until the Court has ruled upon the motion, and then only in accordance with the Court's ruling. If no such motion is made by the party asserting confidentiality despite a reasonable opportunity to do so, the person or party receiving the subpoena, process, or order shall be entitled to comply with it, provided it has fulfilled its obligations pursuant to this Order.

9. Inadvertent Disclosure

A. Confidential or Highly Confidential Information

If a party inadvertently produces any materials without a confidentiality designation, the Producing Party may provide written notice to the Receiving Party that the materials are Protected Information under this Order and promptly reproduce the materials with an appropriate designation. The Producing Party will provide a notice identifying which pages are Protected Information or non-confidential as soon as reasonably feasible to do so. Upon receipt of such notice, the Receiving Party will treat the materials as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, unless the Producing Party’s notice identifies which materials are Highly Confidential and which are only Confidential or not confidential at all. Within five (5) business days, the Receiving Party shall take all reasonable steps to retrieve the materials inadvertently produced without a confidentiality designation from persons to whom the Receiving Party has disclosed such materials without a confidentiality designation or to confirm such persons have destroyed such materials.

B. Privileged Materials

If a Producing Party inadvertently discloses information subject to a claim of attorney-client privilege, attorney-work product doctrine, executive or deliberative privilege, and/or other protections from disclosure (“Inadvertently Disclosed Information”), such disclosure, in and of itself, will not constitute or be deemed a waiver or forfeiture of any claim of privilege and/or other protection from disclosure with respect to the Inadvertently Disclosed Information, so long as the following procedures are followed.

- i. Promptly upon becoming aware of the inadvertent production of privileged material, the Producing Party promptly provides written notice to the Receiving Party regarding the inadvertent production, specifically identifying the Inadvertently Disclosed Information.

- ii. Within five (5) business days after a Producing Party provides written notice of such inadvertent disclosure and the nature of the privilege or protection, the Receiving Party shall return, sequester, or destroy all such Inadvertently Disclosed Information in its possession and provide to the Producing Party a written certification that (a) this has been done, or (b) this has not been done because the Receiving Party has a good faith belief that the information was not inadvertently disclosed or that the information is not the proper subject of the claimed privilege or protection from disclosure. In addition, if the Receiving Party has disclosed such information to others before receiving notice, the Receiving Party will (a) take reasonable steps to retrieve the information or ensure it has been destroyed, or (b) provide to the Producing Party the names and contact information to whom this information was disclosed.
- iii. Within thirty (30) days from the date of the certification referenced in 9.B.(ii.), the Producing Party will (a) produce a privilege log for the Inadvertently Disclosed Information, and (b) if the Inadvertently Disclosed Information appears only in portions of documents, produce redacted copies of those documents.
- iv. If a Receiving Party thereafter moves the Court for an order compelling production of the Inadvertently Disclosed Information, the Producing Party bears the burden of establishing the privileged or protected nature of any Inadvertently Disclosed Information. Nothing in this Order shall limit

the right of any party to request that the Court conduct an *in camera* review of the Inadvertently Disclosed Information.

Consistent with N.H. R. Evid. 511 and any other applicable rules, if a Receiving Party reasonably believes that a document produced by a Producing Party is subject to attorney-client privilege and/or other protection from disclosure, the Receiving Party shall promptly notify the Producing Party. Within ten (10) days from a request by the Producing Party, the Receiving Party shall return or destroy all copies of the document and certify in writing that this has been done. In any event, the Receiving Party shall immediately cease all use of the materials at issue, shall not read any unread portion of the documents, and shall not refer to the privileged content during the course of this matter.

10. Certification of Counsel

All counsel for all Receiving Parties hereby agree and certify that, if they contact any person identified through the discovery produced pursuant to this Order, they shall first identify themselves to any such person; shall ask such person whether they are represented by counsel; and shall comply with all rules of the New Hampshire Rules of Professional Conduct, including, in particular Rules 4.1, 4.2, 4.3, and 7.3.

11. No Waiver

Other than as specified herein, neither the taking of nor the failure to take any action to enforce the provisions of this Order, nor the failure to object to any designation or any such action or omission, shall constitute a waiver of any right to seek and obtain protection or relief in this action or any other action including, but not limited to, the right to claim that any information is or is not proprietary to any party, is or is not entitled to particular protection, or that such information does or does not embody Protected Information of any party. The

procedures set forth herein shall not affect the rights of the parties to the Consolidated Action to object to discovery on grounds other than those related to confidentiality, nor shall it relieve a party of the necessity of proper response to discovery devices.

12. Return of Information

Within sixty (60) calendar days after the conclusion of the last case consolidated into or formerly consolidated into this Consolidated Action, whether by judgment and exhaustion of all appeal rights, or by settlement, all Protected Information and all documents that reflect such information shall be, at the option of the Producing Party, (i) returned to the party that furnished such Protected Information, or (ii) in lieu of return to the Producing Party, destroyed, in which event counsel shall give written notice of such destruction to opposing counsel. The attorneys of record shall ensure that all the Protected Information in the possession, custody, or control of their experts and consultants is also destroyed or returned to the party that furnished such Protected Information, for return to the Producing Party or destruction by the Receiving Party. In no event shall a party and its experts or consultants retain a copy of Protected Information produced to it, although they may retain a copy of any final expert report in accordance with the restrictions of this Order. Notwithstanding the foregoing, counsel of record in this action may retain: (1) one copy of all pleadings, motions, and briefs (including supporting or opposing memoranda and exhibits) filed with the Court and/or served upon or by opposing counsel; (2) one copy of each transcript of any depositions (and summaries thereof) taken in this action, including all exhibits thereto; (3) all documents or other materials marked as hearing or trial exhibits; and (4) all notes, summaries, descriptions, abstracts, or other work product materials prepared in anticipation of or for use in the present action; provided, however that access to Protected Information contained in any of the materials identified in

subparagraphs (1) through (4) above shall be limited to counsel of record for their own internal use, and that such information shall not be provided to any non-party without the express prior written permission of counsel of record for the opposing party or pursuant to court order.

13. Non-Parties

A copy of this Protective Order shall be included with any subpoenas for documents or deposition testimony served upon third parties. At the request of a non-party who produces documents or testimony in the case, and who is willing to be bound by the terms of this Order, the terms of this Order shall be applied to protect the confidentiality of any documents or information supplied by that non-party in the course of this litigation as long as such non-party designates the documents or information as Protected Information consistent with the terms of this Order. A non-party's use of this Protective Order to protect its Protected Information does not entitle that non-party access to the Protected Information produced by any party or any other non-party in this case.

14. Court's Jurisdiction

The Court retains jurisdiction to make such amendments, modifications, deletions, and additions to this Order as the Court may from time to time deem appropriate. The provisions of this Order regarding the use and/or disclosure of Protected Information shall survive the termination of this action, and the Court shall retain jurisdiction with respect to this Order.

15. No Limitation of Other Rights

This Order shall be without prejudice to the right of any party to the Consolidated Action to oppose production of any information on any and all grounds other than confidentiality.

16. Release From or Modification of This Order

This Order is entered without prejudice to the right of any party to the Consolidated Action to apply to the Court at any time for additional protection, or to release, rescind, or modify the restrictions of this Order, to determine whether a particular person shall be entitled to receive any particular information or to seek relief from disclosure of privileged or work-product information. This Order does not preclude all of the parties to this Order from entering into any stipulation (in writing or on the record) constituting a modification of this Order. On any motion seeking disclosures beyond those authorized by this Order, the burden will be on the Receiving Party to justify the disclosure.

17. No Contract

To the extent that the parties have agreed on the terms of this Order, such stipulation is for the Court's consideration and approval as an Order. The parties' stipulation shall not be construed to create a contract between the parties or between the parties and their respective counsel.

18. Effective Date

Documents that have been produced in this Consolidated Action, or any case consolidated into it, and have been designated as Protected Information prior to the entry of this Order shall henceforth be subject to this Order and deemed Confidential.

19. Notices

Transmission by electronic mail is acceptable for all notification purposes under this Order. Any of the notice requirements herein may be waived, in whole or in part, but only in writing signed by counsel of record for the party against whom such waiver will be effective.

20. Termination

The termination of this Consolidated Action, or any action consolidated into it at any time, shall not automatically terminate the effectiveness of this Order and persons subject to this Order shall be bound by the confidentiality obligations of this Order until the Producing Party agrees otherwise in writing or this Court (or any other court or competent jurisdiction) orders otherwise.

21. Miscellaneous Provisions

A. The Receiving Party shall have and maintain appropriate physical, organizational, and technical processes, security standards, and procedures to protect against a data breach (“Appropriate Safeguards”), and shall ensure that its professional vendors, technical advisors, and any other person or entity that receives Protected Information under this Protective Order implements and maintains such Appropriate Safeguards. For purposes of this paragraph, a data breach shall include but is not limited to any accidental, unlawful, or unauthorized destruction, alteration, disclosure, misuse, loss, theft, access, copying, use, modification, disposal, compromise, or access to Protected Information or any act or omission that compromises or undermines the physical, technical, or organizational safeguards put in place by the Receiving Party in processing or processing the Producing Party’s Protected Information.

B. Nothing in this Protective Order shall preclude or impede counsel of record’s ability to communicate with or advise their individual party client in connection with this litigation based on such counsel’s review and evaluation of Protected Information provided, however, that such communications or advice shall not disclose or reveal the substance or content of any Protected Information other than as permitted under this Protective Order.

C. Each of the parties to the Consolidated Action agrees to be bound by the terms of this Protective Order as of the date counsel for such party executes this Protective Order, even if prior to entry of this order by the Court.

Respectfully Submitted,

Plaintiffs David Meehan, Michael Gilpatrick, Corrine Murphy, Natasha Maunsell, John Does Nos. 1 through 78, John Does Nos. 80 through 94, John Does Nos. 96 through 351, John Does Nos. 353 through 367; John Does Nos. 369 through 401, and Jane Does Nos. 1 through 40,

By and through counsel,

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

Date: July 6, 2022

/s/ Cyrus F. Rilee, III

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Defendants New Hampshire Department of Health
& Human Services, Sununu Youth Services Center,
Youth Development Services Unit, Department of
Youth Development Service, and Division of
Children, Youth, and Families,

By their attorneys,

JOHN M. FORMELLA
ATTORNEY GENERAL

Date: July , 2022

/s/ Jennifer Ramsey

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/s/ John W. VanLonkhuyzen

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(207) 774-4000
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shirshon@verrill-law.com
mtopol@verrill-law.com

Dated: July 11, 2022

SO ORDERED.



Andrew R. Schulman,
Presiding Justice Clerk's Notice of Decision
Document Sent to Parties
on 07/12/2022

EXHIBIT A

**ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND BY PROTECTIVE ORDER**

I, _____, have read the foregoing Protective Order (“Order”) in this action and have received a copy of the Order. I agree that I shall not disclose any discovery materials designated as Protected Information or otherwise subject to confidentiality protections, as defined in the Order, other than as expressly permitted. I shall destroy or return all Protected Information to the attorney who provided it to me, upon request of that attorney, and I shall not retain any copies of said Protected Information or any other information contained within those discovery materials designated as Confidential after the termination of this litigation, including all appeals.

By acknowledging these obligations, I understand that I am submitting myself to the jurisdiction of the Merrimack County Superior Court, State of New Hampshire, concerning any issue or dispute arising hereunder and that my disclosure of Confidential/Protected Information in any manner contrary to the terms of the Order may subject me to sanctions for contempt of court.

Dated: _____

Signature: _____

Printed Name: _____

EXHIBIT B

RELEASE OF STATUTORILY PROTECTED INFORMATION TO OTHERS

I, _____, have read the foregoing Protective Order in this action and have received a copy of the Protective Order. I understand that some statutorily protected personally identifiable information about me may have been produced to plaintiffs' counsel as HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY discovery. Having reviewed the Protective Order and this Release with my attorney, I have decided to either partially or fully waive rights to confidentiality as follows (check **only one box** and sign **only under that box**):

I agree that my statutorily protected personally identifiable information need not be redacted from discovery materials in this action and may be treated and disclosed as "Confidential" material in this action as provided in the Protective Order.

Dated: _____

Signature: _____

Printed Name: _____

I agree that my statutorily protected personally identifiable information need not be redacted from discovery materials in this action and may be treated and disclosed without any restriction as I freely and fully waive any and all rights to confidentiality, except that I understand and expect my date of birth and social security number will be redacted.

Dated: _____

Signature: _____

Printed Name: _____

EXHIBIT B

ROCKINGHAM, ss.

STATE OF NEW HAMPSHIRE

SUPERIOR COURT

CASE NO. 217-2020-CV-00026

and all consolidated YDC and YDSU CASES

DAVID MEEHAN

v.

STATE OF NEW HAMPSHIRE,
DEPARTMENT OF HEALTH AND HUMAN SERVICES, et al.

(IN RE YDC AND YDSU LITIGATION)

TO: New Hampshire Department of Justice
Criminal Justice Bureau
33 Capitol Street
Concord, NH 03305

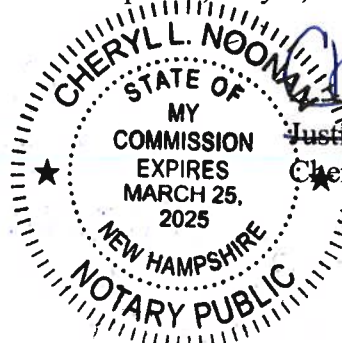
YOU ARE REQUIRED, pursuant to Rule 26 of the Rules of the Superior Court of the State of New Hampshire and RSA Chapter 516, to appear at a deposition to give testimony regarding the above-captioned matter on **May 15, 2023**, beginning at **11:00 a.m.**, or at such other time as may be agreed upon, at the offices of Nixon Peabody LLP, 900 Elm Street, 14th Floor, City of Manchester, County of Hillsborough, State of New Hampshire. Your deposition will be recorded stenographically, and will continue from day to day, until completed. The stenographer will be Avicore Reporting, who will conduct the deposition and record the testimony. Counsel for all parties of record are invited to attend and cross-examine.

You are further required to bring with you and produce for inspection the items outlined in **Schedule A**, attached hereto, in connection with the above-captioned matter. **You may, in lieu of appearing for a deposition on May 15, 2023, forward the documents, accompanied by a signed and notarized certificate as attached hereto, to the attention of the following individual on or before May 15, 2023:**

Sharon Willier
Nixon Peabody LLP
900 Elm Street, 14th Floor
Manchester, NH 03101-2031

HEREOF FAIL NOT, or you will answer default under the penalties prescribed by law.

Dated at Manchester, New Hampshire, May 1, 2023.


Cheryl L. Noonan
Justice of the Peace / Notary Public
Cheryl L. Noonan / Exp. March 25, 2025

SCHEDULE A

DEFINITIONS

1. As used herein, the term “**You**,” “**Your**,” or “**Yours**” refers to the **NEW HAMPSHIRE DEPARTMENT OF JUSTICE, CRIMINAL JUSTICE BUREAU** and shall mean any of its agents, former agents, and all other persons or entities acting (or who acted) on its behalf.

2. The connectives “**and**” and “**or**” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

3. “**Document**” is used in the broadest sense permissible and includes any recorded information (whether printed, typed, photocopied, handwritten, recorded, electronically stored, produced or reproduced, or created by any other process), tangible thing, or any other compilation of information that is within Your possession, custody, or control, including, without limitation, any and all:

a. accountant work papers, advertising circulars, advisories, agreements, appointment books, articles, bills, binders, books, brochures, bulletins, cables, calendars, certificates of insurance, charts, checks, circulars, communications (intra-office, inter-office, external, and other), compilations, computer printouts, confirmations, contracts, correspondence, desk-pads, diaries, drafts, drawings, exhibits, facsimiles, financial statements, flyers, forecasts, graphs, guidelines, invoices, instructions, letters, lists, logs, manuals, memoranda, messages, microfiche, microfilm, minutes of meetings, notebooks, notes, outlines, pamphlets, periodicals and clippings from periodicals, placement slips, pleadings, policies, post-it notes, projections, prospectuses, questionnaires, receipts, records, reports, rules, schedules, social media communications, including but not limited to information posted on or transmitted through social networking platforms (*e.g.*, Facebook, LinkedIn, MySpace, digital file-sharing services (*e.g.*, Flickr and Instagram), blogs and microblogs (*e.g.*, Twitter), instant messages, and/or comments on Websites, message boards or online news articles, statements, studies, subscription agreements or pages, summaries, tables, telecopies, telefaxes, telegrams, telephone messages, telexes, text messages, translations, treaties, wire messages, and worksheets;

b. graphic or audio records or representations of any kind, including photographs, charts, drawings, graphs, microfiche, microfilm, videotapes, recordings, and motion pictures;

c. electric, electronic, magnetic, mechanical, and optical records or representations of any kind, including, without limitation, tapes, cassettes, computer discs, recordings, computer memories, or other electronic data compilations;

d. final versions and all drafts; and

e. all originals, as well as copies that vary from the original in any respect, including, without limitation, variations due to handwritten notes, editing, interlineations, blind copies, and other alterations.

4. “**Correspondence**” shall mean any letter, telegram, telex, notice, message, memorandum, facsimile, or other written communication or transcription or notes of the communication and includes all attachments and enclosures thereto.

5. “**Communication**” shall mean any written or oral transmission, information, or opinion, including any utterance, notation or statement of any nature whatsoever, including, but not limited to, Documents and Correspondence as defined above.

6. “**Sununu Center**” shall mean the Sununu Youth Services Center, Youth Development Center, Youth Development Services Unit, State Industrial School, Adolescent Detention Center, the Anna Philbrook Center, the Tobey School, and their predecessors under any name, including all of their divisions, agencies, agents and employees.

INSTRUCTIONS

The following instructions are applicable herein:

7. The Definitions in this **Schedule A** apply to each of these Instructions and each of the succeeding Requests for Production.

8. These requests shall be deemed to seek documents in Your possession, custody, or control as of the date hereof, and shall be deemed to be continuing.

9. For each document requested, produce the entire document, photograph, video, slide, or other photographic evidence, including all attachments, envelopes, explanatory notes, appendices, and exhibits. All non-identical copies of a document are to be produced.

10. The documents produced for inspection shall be produced as they were kept in the usual course of business or shall be organized and labeled to correspond with the paragraphs set forth below.

11. If there are no documents responsive to any particular Request, You must so state in writing.

12. Enclosed herewith is a copy of the Stipulated Protective Order dated July 11, 2022 (“Protective Order”). Pursuant to paragraph 13 of the Protective Order, at your request and indication of your willingness to be bound by the terms of the Protective Order, you may designate documents or information produced in response to this subpoena as Protected Information.

REQUESTS FOR PRODUCTION

1. Any and all non-privileged documents, including but not limited to investigatory files, case files, witness interview notes or summaries, evidence logs, recordings or transcripts, videotapes, electronic communications, physical evidence, document indices or overlays, expert reports, forensic reports, and communications with any other law enforcement or prosecutorial entity, that are related to any investigation or prosecution of the following individuals:
 - a. Jeffrey Buskey
 - b. Stephen Murphy
 - c. Bradley Asbury
 - d. James Woodlock
 - e. Frank Davis
 - f. Gordon Thomas Searles
 - g. Stanley Watson
 - h. Victor Malavet
 - i. Trevor Middleton
 - j. Jonathan Brand
 - k. Lucien Poulette
2. Any and all documents and materials disclosed in discovery to defense counsel, including but not limited to disclosures under *Brady v Maryland*, 373 U.S. 83 (1963), *United States*

v. Giglio, 405 U.S. 150 (1972), *U.S. v. Bagley*, 473 U.S. 667 (1985), *Kyles v. Whitley*, 514 U.S. 419 (1995), *Strickler v. Green*, 527 U.S. 263 (1999), *State v. Laurie*, 139 N.H. 325 (1995), *Petition of the State of New Hampshire (State v. Lewandowski)*, 169 N.H. 340 (2016), and any analogous case law, in connection with the prosecution of the following individuals:

- a. Jeffrey Buskey
 - b. Stephen Murphy
 - c. Bradley Asbury
 - d. James Woodlock
 - e. Frank Davis
 - f. Gordon Thomas Searles
 - g. Stanley Watson
 - h. Victor Malavet
 - i. Trevor Middleton
 - j. Jonathan Brand
 - k. Lucien Poulette
3. Any and all non-privileged documents, including but not limited to investigatory files, case files, witness interview notes or summaries, evidence logs, recordings or transcripts, videotapes, electronic communications, physical evidence, document indices or overlays, expert reports, forensic report, and communications with any other law enforcement or prosecutorial entity, that are related to any investigation or prosecution of any individual not listed in Request 1 who is or was accused or suspected of abuse, harassment, or any other physical or mental harm committed against any resident of the Sununu Center, or occurring at any Sununu Center facility, from 1960 to present.
4. Any and all documents and materials disclosed to defense counsel, including but not limited to disclosures under *Brady v Maryland*, 373 U.S. 83 (1963), *United States v. Giglio*, 405 U.S. 150 (1972), *U.S. v. Bagley*, 473 U.S. 667 (1985), *Kyles v. Whitley*, 514 U.S. 419 (1995), *Strickler v. Green*, 527 U.S. 263 (1999), *State v. Laurie*, 139 N.H. 325 (1995), *Petition of the State of New Hampshire (State v. Lewandowski)*, 169 N.H. 340 (2016), and any analogous case law, in connection with the prosecution of any individual not listed in Request 2 who was accused of abuse, harassment, or any other physical or mental harm committed against any resident of the Sununu Center, or occurring at any Sununu Center facility, from 1960 to present.

ROCKINGHAM, ss.

STATE OF NEW HAMPSHIRE

SUPERIOR COURT

CASE NO. 217-2020-CV-00026

and all consolidated YDC and YDSU CASES

DAVID MEEHAN

v.

STATE OF NEW HAMPSHIRE,
DEPARTMENT OF HEALTH AND HUMAN SERVICES, et al.

(IN RE YDC AND YDSU LITIGATION)

CERTIFICATION AS TO RECORDS

I, the undersigned, being duly sworn, do hereby depose and say as follows:

1. True copies of all documents identified in the subpoena to the New Hampshire Department of Justice, Criminal Justice Bureau, dated May 1, 2023, which are, or ever have been, in the possession and/or control of New Hampshire Department of Justice, Criminal Justice Bureau are attached hereto.
2. To the best of my knowledge, the attached records were made at or near the time of the occurrence of the matters set forth, by or from information transmitted by, a person with knowledge of those matters.
3. The attached records are kept in the course regularly conducted activity of New Hampshire Department of Justice, Criminal Justice Bureau.
4. The attached records were made by the regularly conducted activity as a regular practice.

Executed under the pains and penalties of perjury this ___ day of _____, 2023.

Signature _____

Printed name _____

Title (if applicable) _____

Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this ____ day of _____, 2023, the undersigned personally appeared before me and execute the foregoing instrument for the purposes contained therein, and swearing to the truth of its contents.

Justice of the Peace/Notary Public

My Commission Expires:

Printed name _____

STATE OF NEW HAMPSHIRE
SUPERIOR COURT

Merrimack, ss.

Granted



Honorable Andrew R. Schulman
July 11, 2022

Clerk's Notice of Decision
Document Sent to Parties
on 07/12/2022

DAVID MEEHAN;
MICHAEL GILPATRICK;
CORRINE MURPHY;
NATASHA MAUNSELL;
ALBERT ALLARD;
JOHN DOES Nos. 1 through 401;
JANE DOES Nos. 1 through 40

v.

N.H. DEPARTMENT OF HEALTH AND HUMAN SERVICES, et al.
(YDC and YDSU CASES)

217-2020-CV-00026	217-2021-CV-00574	217-2021-CV-00639	217-2022-CV-00030	217-2022-CV-00071
217-2021-CV-00479	217-2021-CV-00575	217-2021-CV-00640	217-2022-CV-00031	217-2022-CV-00072
217-2021-CV-00483	217-2021-CV-00576	217-2021-CV-00641	217-2022-CV-00032	217-2022-CV-00074
217-2021-CV-00499	217-2021-CV-00577	217-2021-CV-00642	217-2022-CV-00033	217-2022-CV-00075
217-2021-CV-00500	217-2021-CV-00580	217-2021-CV-00643	217-2022-CV-00034	217-2022-CV-00076
217-2021-CV-00517	217-2021-CV-00581	217-2021-CV-00644	217-2022-CV-00035	217-2022-CV-00077
217-2021-CV-00518	217-2021-CV-00582	217-2021-CV-00645	217-2022-CV-00036	217-2022-CV-00079
217-2021-CV-00519	217-2021-CV-00587	217-2021-CV-00676	217-2022-CV-00037	217-2022-CV-00080
217-2021-CV-00520	217-2021-CV-00588	217-2021-CV-00677	217-2022-CV-00038	217-2022-CV-00081
217-2021-CV-00521	217-2021-CV-00589	217-2021-CV-00678	217-2022-CV-00039	217-2022-CV-00082
217-2021-CV-00523	217-2021-CV-00590	217-2021-CV-00679	217-2022-CV-00040	217-2022-CV-00083
217-2021-CV-00524	217-2021-CV-00591	217-2021-CV-00680	217-2022-CV-00041	217-2022-CV-00084
217-2021-CV-00525	217-2021-CV-00592	217-2021-CV-00681	217-2022-CV-00042	217-2022-CV-00086
217-2021-CV-00526	217-2021-CV-00594	217-2021-CV-00682	217-2022-CV-00043	217-2022-CV-00087
217-2021-CV-00538	217-2021-CV-00593	217-2021-CV-00683	217-2022-CV-00044	217-2022-CV-00088
217-2021-CV-00539	217-2021-CV-00595	217-2021-CV-00684	217-2022-CV-00045	217-2022-CV-00089
217-2021-CV-00540	217-2021-CV-00596	217-2021-CV-00685	217-2022-CV-00046	217-2022-CV-00090
217-2021-CV-00541	217-2021-CV-00598	217-2021-CV-00686	217-2022-CV-00047	217-2022-CV-00091
217-2021-CV-00544	217-2021-CV-00599	217-2021-CV-00688	217-2022-CV-00048	217-2022-CV-00092
217-2021-CV-00546	217-2021-CV-00600	217-2021-CV-00689	217-2022-CV-00050	217-2022-CV-00093
217-2021-CV-00547	217-2021-CV-00601	217-2021-CV-00690	217-2022-CV-00051	217-2022-CV-00094
217-2021-CV-00548	217-2021-CV-00602	217-2021-CV-00691	217-2022-CV-00052	217-2022-CV-00095
217-2021-CV-00549	217-2021-CV-00603	217-2021-CV-00720	217-2022-CV-00053	217-2022-CV-00096
217-2021-CV-00550	217-2021-CV-00604	217-2021-CV-00721	217-2022-CV-00054	217-2022-CV-00097
217-2021-CV-00553	217-2021-CV-00605	217-2021-CV-00722	217-2022-CV-00055	217-2022-CV-00098
217-2021-CV-00554	217-2021-CV-00607	217-2021-CV-00723	217-2022-CV-00056	217-2022-CV-00099
217-2021-CV-00556	217-2021-CV-00608	217-2021-CV-00724	217-2022-CV-00057	217-2022-CV-00100
217-2021-CV-00557	217-2021-CV-00609	217-2021-CV-00741	217-2022-CV-00058	217-2022-CV-00101
217-2021-CV-00558	217-2021-CV-00610	217-2022-CV-00018	217-2022-CV-00059	217-2022-CV-00102
217-2021-CV-00559	217-2021-CV-00611	217-2022-CV-00019	217-2022-CV-00060	217-2022-CV-00103
217-2021-CV-00560	217-2021-CV-00612	217-2022-CV-00020	217-2022-CV-00061	217-2022-CV-00104
217-2021-CV-00563	217-2021-CV-00613	217-2022-CV-00021	217-2022-CV-00062	217-2022-CV-00105
217-2021-CV-00564	217-2021-CV-00614	217-2022-CV-00022	217-2022-CV-00063	217-2022-CV-00106
217-2021-CV-00566	217-2021-CV-00615	217-2022-CV-00023	217-2022-CV-00064	217-2022-CV-00107
217-2021-CV-00567	217-2021-CV-00616	217-2022-CV-00024	217-2022-CV-00065	217-2022-CV-00108
217-2021-CV-00568	217-2021-CV-00617	217-2022-CV-00025	217-2022-CV-00066	217-2022-CV-00109
217-2021-CV-00569	217-2021-CV-00618	217-2022-CV-00026	217-2022-CV-00067	217-2022-CV-00110
217-2021-CV-00570	217-2021-CV-00620	217-2022-CV-00027	217-2022-CV-00068	217-2022-CV-00111
217-2021-CV-00572	217-2021-CV-00621	217-2022-CV-00028	217-2022-CV-00069	217-2022-CV-00113
217-2021-CV-00573	217-2021-CV-00638	217-2022-CV-00029	217-2022-CV-00070	

JOINT MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

Pursuant to N.H. Superior Court Civil Rules 11 and 29(a), the Parties, by and through their undersigned counsel¹, hereby move the Court to enter the Stipulated Protective Order (the “Protective Order” or “Order”) attached hereto as **Exhibit A**. In support of this motion, the Parties state as follows:

1. As discussed with the Court at the June 29, 2022 Structuring Conference, the Parties anticipate that discovery in these consolidated actions will require the disclosure of a great deal of confidential documents and information, including but not limited to documents subject to state and federal statutorily defined privacy and confidentiality restrictions. The Parties also agree that a protective order is necessary to facilitate the production, use, and exchange of these confidential documents and information.
2. Undersigned counsel have negotiated the Protective Order attached hereto as **Exhibit A**. The Protective Order creates different levels of protection depending upon the nature of the information contained within certain materials, defines the materials that may be designated as confidential and outlines the procedures for both parties and nonparties to do so, and governs the terms by which those materials may be used or disclosed by the parties and their counsel. The Protective Order further provides for a mechanism by which confidentiality designations may be challenged, and such disputes resolved.

¹ Undersigned counsel represent, respectively: Plaintiffs David Meehan, Michael Gilpatrick, Corrine Murphy, Natasha Maunsell, John Does Nos. 1 through 78, John Does Nos. 80 through 94, John Does Nos. 96 through 351, John Does Nos. 353 through 367; John Does Nos. 369 through 401, and Jane Does Nos. 1 through 40; and Defendants New Hampshire Department of Health & Human Services, Sununu Youth Services Center, Youth Development Services Unit, Department of Youth Development Service, and Division of Children, Youth, and Families (collectively, the “Parties”).

3. The Parties and their undersigned counsel believe that the Protective Order is sufficient to protect the rights and privacy of the parties and nonparties to this action.
4. Pursuant to Superior Court Rule 11(c), the Parties have conferred and are in agreement as to the relief sought in this motion. Counsel for Plaintiffs John Does #s 352 and 368 were included in all relevant correspondence regarding the Protective Order and did not express an opinion as to the relief sought in this motion.

WHEREFORE, the Parties respectfully request that this Court:

- a. Enter, as an order of this Court, the Stipulated Protective Order attached hereto as **Exhibit A**; and
- b. Grant such other and further relief as the Court deems just and proper.

Respectfully Submitted,

Plaintiffs David Meehan, Michael Gilpatrick, Corrine Murphy, Natasha Maunsell, John Does Nos. 1 through 78, John Does Nos. 80 through 94, John Does Nos. 96 through 351, John Does Nos. 353 through 367; John Does Nos. 369 through 401, and Jane Does Nos. 1 through 40,

By and through counsel,

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

Date: July 6, 2022

/s/ Cyrus F. Rilee, III

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

Laurie B. Rilee, Esq. (Bar No. 15373)

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Bedford, NH 03110

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NIXON PEABODY LLP

/s/ Mark Tyler Knights

David A. Vicinanza, Esq. (Bar No. 9403)
W. Daniel Deane, Esq. (Bar No. 18700)
Mark Tyler Knights, Esq. (Bar No. 264904)
Kierstan Schultz, Esq. (Bar No. 20682)
Nathan Warecki, Esq. (Bar No. 20503)
Erin S. Bucksbaum, Esq. (Bar No. 270151)
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ddeane@nixonpeabody.com
mknights@nixonpeabody.com
kschultz@nixonpeabody.com
nwarecki@nixonpeabody.com
ebucksbaum@nixonpeabody.com

Defendants New Hampshire Department of Health
& Human Services, Sununu Youth Services Center,
Youth Development Services Unit, Department of
Youth Development Service, and Division of
Children, Youth, and Families,

By their attorneys,

JOHN M. FORMELLA
ATTORNEY GENERAL

Date: July 6, 2022

/s/ Jennifer Ramsey

Jennifer S. Ramsey, Bar #268964
Senior Assistant Attorney General
Anne M. Edwards, Bar #6826
Associate Attorney General
Lawrence P. Gagnon, Bar #271769
Attorney
Civil Bureau
33 Capitol Street
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(603) 271-3650
jennifer.s.ramsey@doj.nh.gov
anne.m.edwards@doj.nh.gov
lawrence.p.gagnon@doj.nh.gov

/s/ Sara E. Hirshon
John W. VanLonkhuyzen (admitted *pro hac vice*)
Maine Bar No. 3487
Sara E. Hirshon (admitted *pro hac vice*)
Maine Bar No. 004776
Martin C. Topol (admitted *pro hac vice*)
Maine Bar No. 6732
Verrill Dana LLP
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Portland, ME 04101-4054
(207) 774-4000
jvanlonkhuyzen@verrill-law.com
shirshon@verrill-law.com
mtopol@verrill-law.com

Dated: _____, 2022

SO ORDERED.

Andrew R. Schulman,
Presiding Justice

EXHIBIT A

STATE OF NEW HAMPSHIRE
SUPERIOR COURT

Merrimack, ss.

DAVID MEEHAN;
MICHAEL GILPATRICK;
CORRINE MURPHY;
NATASHA MAUNSELL;
ALBERT ALLARD;
JOHN DOES Nos. 1 through 401;
JANE DOES Nos. 1 through 40

v.

N.H. DEPARTMENT OF HEALTH AND HUMAN SERVICES, et al.
(YDC and YDSU CASES)

217-2020-CV-00026	217-2021-CV-00574	217-2021-CV-00639	217-2022-CV-00030	217-2022-CV-00071
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217-2021-CV-00483	217-2021-CV-00576	217-2021-CV-00641	217-2022-CV-00032	217-2022-CV-00074
217-2021-CV-00499	217-2021-CV-00577	217-2021-CV-00642	217-2022-CV-00033	217-2022-CV-00075
217-2021-CV-00500	217-2021-CV-00580	217-2021-CV-00643	217-2022-CV-00034	217-2022-CV-00076
217-2021-CV-00517	217-2021-CV-00581	217-2021-CV-00644	217-2022-CV-00035	217-2022-CV-00077
217-2021-CV-00518	217-2021-CV-00582	217-2021-CV-00645	217-2022-CV-00036	217-2022-CV-00079
217-2021-CV-00519	217-2021-CV-00587	217-2021-CV-00676	217-2022-CV-00037	217-2022-CV-00080
217-2021-CV-00520	217-2021-CV-00588	217-2021-CV-00677	217-2022-CV-00038	217-2022-CV-00081
217-2021-CV-00521	217-2021-CV-00589	217-2021-CV-00678	217-2022-CV-00039	217-2022-CV-00082
217-2021-CV-00523	217-2021-CV-00590	217-2021-CV-00679	217-2022-CV-00040	217-2022-CV-00083
217-2021-CV-00524	217-2021-CV-00591	217-2021-CV-00680	217-2022-CV-00041	217-2022-CV-00084
217-2021-CV-00525	217-2021-CV-00592	217-2021-CV-00681	217-2022-CV-00042	217-2022-CV-00086
217-2021-CV-00526	217-2021-CV-00594	217-2021-CV-00682	217-2022-CV-00043	217-2022-CV-00087
217-2021-CV-00538	217-2021-CV-00593	217-2021-CV-00683	217-2022-CV-00044	217-2022-CV-00088
217-2021-CV-00539	217-2021-CV-00595	217-2021-CV-00684	217-2022-CV-00045	217-2022-CV-00089
217-2021-CV-00540	217-2021-CV-00596	217-2021-CV-00685	217-2022-CV-00046	217-2022-CV-00090
217-2021-CV-00541	217-2021-CV-00598	217-2021-CV-00686	217-2022-CV-00047	217-2022-CV-00091
217-2021-CV-00544	217-2021-CV-00599	217-2021-CV-00688	217-2022-CV-00048	217-2022-CV-00092
217-2021-CV-00546	217-2021-CV-00600	217-2021-CV-00689	217-2022-CV-00050	217-2022-CV-00093
217-2021-CV-00547	217-2021-CV-00601	217-2021-CV-00690	217-2022-CV-00051	217-2022-CV-00094
217-2021-CV-00548	217-2021-CV-00602	217-2021-CV-00691	217-2022-CV-00052	217-2022-CV-00095
217-2021-CV-00549	217-2021-CV-00603	217-2021-CV-00720	217-2022-CV-00053	217-2022-CV-00096
217-2021-CV-00550	217-2021-CV-00604	217-2021-CV-00721	217-2022-CV-00054	217-2022-CV-00097
217-2021-CV-00553	217-2021-CV-00605	217-2021-CV-00722	217-2022-CV-00055	217-2022-CV-00098
217-2021-CV-00554	217-2021-CV-00607	217-2021-CV-00723	217-2022-CV-00056	217-2022-CV-00099
217-2021-CV-00556	217-2021-CV-00608	217-2021-CV-00724	217-2022-CV-00057	217-2022-CV-00100
217-2021-CV-00557	217-2021-CV-00609	217-2021-CV-00741	217-2022-CV-00058	217-2022-CV-00101
217-2021-CV-00558	217-2021-CV-00610	217-2022-CV-00018	217-2022-CV-00059	217-2022-CV-00102
217-2021-CV-00559	217-2021-CV-00611	217-2022-CV-00019	217-2022-CV-00060	217-2022-CV-00103
217-2021-CV-00560	217-2021-CV-00612	217-2022-CV-00020	217-2022-CV-00061	217-2022-CV-00104
217-2021-CV-00563	217-2021-CV-00613	217-2022-CV-00021	217-2022-CV-00062	217-2022-CV-00105
217-2021-CV-00564	217-2021-CV-00614	217-2022-CV-00022	217-2022-CV-00063	217-2022-CV-00106
217-2021-CV-00566	217-2021-CV-00615	217-2022-CV-00023	217-2022-CV-00064	217-2022-CV-00107
217-2021-CV-00567	217-2021-CV-00616	217-2022-CV-00024	217-2022-CV-00065	217-2022-CV-00108
217-2021-CV-00568	217-2021-CV-00617	217-2022-CV-00025	217-2022-CV-00066	217-2022-CV-00109
217-2021-CV-00569	217-2021-CV-00618	217-2022-CV-00026	217-2022-CV-00067	217-2022-CV-00110
217-2021-CV-00570	217-2021-CV-00620	217-2022-CV-00027	217-2022-CV-00068	217-2022-CV-00111
217-2021-CV-00572	217-2021-CV-00621	217-2022-CV-00028	217-2022-CV-00069	217-2022-CV-00113
217-2021-CV-00573	217-2021-CV-00638	217-2022-CV-00029	217-2022-CV-00070	

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217-2022-CV-00114	217-2022-CV-00165	217-2022-CV-00217	217-2022-CV-00269	217-2022-CV-00321
217-2022-CV-00115	217-2022-CV-00166	217-2022-CV-00218	217-2022-CV-00270	217-2022-CV-00322
217-2022-CV-00116	217-2022-CV-00167	217-2022-CV-00219	217-2022-CV-00271	217-2022-CV-00323
217-2022-CV-00117	217-2022-CV-00168	217-2022-CV-00220	217-2022-CV-00272	217-2022-CV-00324
217-2022-CV-00118	217-2022-CV-00169	217-2022-CV-00221	217-2022-CV-00273	217-2022-CV-00325
217-2022-CV-00119	217-2022-CV-00170	217-2022-CV-00222	217-2022-CV-00274	217-2022-CV-00326
217-2022-CV-00120	217-2022-CV-00171	217-2022-CV-00223	217-2022-CV-00275	217-2022-CV-00327
217-2022-CV-00121	217-2022-CV-00172	217-2022-CV-00224	217-2022-CV-00277	217-2022-CV-00328
217-2022-CV-00122	217-2022-CV-00173	217-2022-CV-00225	217-2022-CV-00278	217-2022-CV-00329
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217-2022-CV-00124	217-2022-CV-00175	217-2022-CV-00227	217-2022-CV-00280	217-2022-CV-00331
217-2022-CV-00125	217-2022-CV-00176	217-2022-CV-00228	217-2022-CV-00281	217-2022-CV-00332
217-2022-CV-00126	217-2022-CV-00177	217-2022-CV-00229	217-2022-CV-00282	217-2022-CV-00333
217-2022-CV-00127	217-2022-CV-00178	217-2022-CV-00230	217-2022-CV-00283	217-2022-CV-00334
217-2022-CV-00128	217-2022-CV-00179	217-2022-CV-00231	217-2022-CV-00284	217-2022-CV-00335
217-2022-CV-00129	217-2022-CV-00180	217-2022-CV-00232	217-2022-CVa00285	217-2022-CV-00336
217-2022-CV-00130	217-2022-CV-00181	217-2022-CV-00233	217-2022-CV-00286	217-2022-CV-00337
217-2022-CV-00131	217-2022-CV-00182	217-2022-CV-00234	217-2022-CV-00287	217-2022-CV-00338
217-2022-CV-00132	217-2022-CV-00183	217-2022-CV-00235	217-2022-CV-00288	217-2022-CV-00339
217-2022-CV-00133	217-2022-CV-00184	217-2022-CV-00236	217-2022-CV-00289	217-2022-CV-00340
217-2022-CV-00134	217-2022-CV-00185	217-2022-CV-00237	217-2022-CV-00290	217-2022-CV-00341
217-2022-CV-00135	217-2022-CV-00186	217-2022-CV-00238	217-2022-CV-00291	217-2022-CV-00342
217-2022-CV-00136	217-2022-CV-00187	217-2022-CV-00239	217-2022-CV-00292	217-2022-CV-00343
217-2022-CV-00137	217-2022-CV-00188	217-2022-CV-00240	217-2022-CV-00293	217-2022-CV-00344
217-2022-CV-00138	217-2022-CV-00189	217-2022-CV-00241	217-2022-CV-00294	217-2022-CV-00345
217-2022-CV-00139	217-2022-CV-00190	217-2022-CV-00242	217-2022-CV-00295	217-2022-CV-00346
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217-2022-CV-00141	217-2022-CV-00192	217-2022-CV-00244	217-2022-CV-00297	217-2022-CV-00348
217-2022-CV-00142	217-2022-CV-00193	217-2022-CV-00246	217-2022-CV-00298	217-2022-CV-00349
217-2022-CV-00143	217-2022-CV-00195	217-2022-CV-00247	217-2022-CV-00299	217-2022-CV-00350
217-2022-CV-00144	217-2022-CV-00196	217-2022-CV-00248	217-2022-CV-00300	217-2022-CV-00351
217-2022-CV-00145	217-2022-CV-00197	217-2022-CV-00250	217-2022-CV-00301	217-2022-CV-00352
217-2022-CV-00146	217-2022-CV-00198	217-2022-CV-00251	217-2022-CV-00302	217-2022-CV-00353
217-2022-CV-00147	217-2022-CV-00200	217-2022-CV-00252	217-2022-CV-00303	217-2022-CV-00354
217-2022-CV-00148	217-2022-CV-00201	217-2022-CV-00253	217-2022-CV-00304	217-2022-CV-00355
217-2022-CV-00150	217-2022-CV-00202	217-2022-CV-00254	217-2022-CV-00305	217-2022-CV-00356
217-2022-CV-00151	217-2022-CV-00203	217-2022-CV-00255	217-2022-CV-00306	217-2022-CV-00357
217-2022-CV-00152	217-2022-CV-00204	217-2022-CV-00256	217-2022-CV-00307	217-2022-CV-00358
217-2022-CV-00153	217-2022-CV-00205	217-2022-CV-00257	217-2022-CV-00308	217-2022-CV-00359
217-2022-CV-00154	217-2022-CV-00206	217-2022-CV-00258	217-2022-CV-00309	217-2022-CV-00360
217-2022-CV-00155	217-2022-CV-00207	217-2022-CV-00259	217-2022-CV-00310	217-2022-CV-00361
217-2022-CV-00156	217-2022-CV-00208	217-2022-CV-00260	217-2022-CV-00311	217-2022-CV-00362
217-2022-CV-00157	217-2022-CV-00209	217-2022-CV-00261	217-2022-CV-00312	217-2022-CV-00363
217-2022-CV-00158	217-2022-CV-00210	217-2022-CV-00262	217-2022-CV-00313	217-2022-CV-00364
217-2022-CV-00159	217-2022-CV-00211	217-2022-CV-00263	217-2022-CV-00315	217-2022-CV-00365
217-2022-CV-00160	217-2022-CV-00212	217-2022-CV-00264	217-2022-CV-00316	217-2022-CV-00366
217-2022-CV-00161	217-2022-CV-00213	217-2022-CV-00265	217-2022-CV-00317	217-2022-CV-00408
217-2022-CV-00162	217-2022-CV-00214	217-2022-CV-00266	217-2022-CV-00318	
217-2022-CV-00163	217-2022-CV-00215	217-2022-CV-00267	217-2022-CV-00319	
217-2022-CV-00164	217-2022-CV-00216	217-2022-CV-00268	217-2022-CV-00320	

STIPULATED PROTECTIVE ORDER

Pursuant to N.H. Super. Ct. Civil R. 29(a), the parties, by and through their undersigned counsel, hereby stipulate and agree to this Protective Order (the “Protective Order” or “Order”) to facilitate the production, use, and exchange of confidential materials and information under

the Rules of the Superior Court of the State of New Hampshire, regardless of the medium or manner in which the documents and/or information are generated, stored, produced, or maintained. Additional parties may through counsel stipulate and agree to this Protective Order by counsel signing a copy of this Protective Order and filing it with the Court.

1. Scope of Information Governed

This Protective Order shall govern any document, information, or other thing, including information in electronic form, furnished by any Party or non-party in connection with all phases of the Consolidated Action, any action hereafter consolidated into the Consolidated Action, and any case that is part of the Master Docket, including but not limited to, documents produced, written responses to all discovery requests, deposition testimony, deposition exhibits, deposition transcripts and/or videos, and responses to or from non-party subpoenas, regardless of their medium or format.

2. Definitions

A. Producing Party and Receiving Party

The term “Producing Party” shall mean any party to this action or any non-party, including its counsel, retained experts, directors, officers, employees, business partners, or agents, who produces any Protected Information (as defined herein). The term “Receiving Party” shall mean any party to this action, including its counsel, retained experts, directors, officers, employees, business partners, or agents, who receives any Protected Information.

B. Consolidated Action

The terms “Consolidated Action” or “Master Docket” shall refer to the cases listed in the caption hereto for which the case *David Meehan v. State of New Hampshire DHHS, et al.*, 217-2020-CV-0026 (Merrimack Cnty. Superior Court) has been designated as the lead case for filing

purposes by the Court's Order, dated February 23, 2022, and any cases which may be added to that list and consolidated under the Master Docket. Should a different case be designated lead case, or the various cases be consolidated under a different case, the term "Consolidated Action" shall continue to refer to this corpus of cases under the new lead case.

C. Confidential Information

The term "Confidential Information" shall mean any information, documents, material, testimony, or other thing produced for or disclosed in connection with this action to a Receiving Party, and designated by a Producing Party as "CONFIDENTIAL" that the Producing Party believes, in good faith, constitutes, contains, reveals, relates to, or reflects information that: (i) the Producing Party has undertaken with others to maintain in confidence, or (ii) is protected from disclosure by statute, should be protected from disclosure as confidential personal information, personnel records, trade secrets or commercial information, or comprises confidential educational, legal, criminal history, or other sensitive information. A non-party producing documents may designate information, documents, materials or testimony, or other thing as Confidential Information.

The following information is not Confidential Information:

- i. Any information that is or, after its disclosure to a Receiving Party, becomes part of the public domain as a result of publication not involving a violation of this Order or other obligation to maintain the confidentiality of such information;

- ii. Any information that the Receiving Party can show was already publicly known or made available prior to the disclosure; and
- iii. Any information that the Receiving Party can show by written records was received by it from a source who obtained the information lawfully and under no obligation of confidentiality to the Producing Party.

D. Highly Confidential Information

The term “Highly Confidential Information” shall mean any Confidential Information produced by State Defendants in the Consolidated Action which the Producing Party believes, in good faith, likely contains, constitutes, reveals, relates to, or refers to information that is subject to one or more state or federal statutorily defined privacy or confidentiality restrictions, including without limitation New Hampshire RSA 621:15 (YDC records); RSA 621-A:7 (SYSC records); RSA 167:31 (public assistance records); RSA 169-B:35 and :36 (Juvenile Justice records); RSA 169-C:25 (court records in abuse and neglect proceedings); RSA 169-D:25 (court records in CHINS proceedings); RSA 170-B:23 (adoption records); RSA 170-C:14 (termination records); RSA 170-E:33 and:42 (day care & residential care license application materials); RSA 170-G:8-a (Department of Health and Human Services case records); RSA 170-G:8-a, I. (d) (name and identifying information of reporters of abuse or neglect); RSA 332-I (medical records); 20 USC §1232g (FERPA education records); 42 U.S.C. §1320d et seq. (privacy provisions of Health Insurance Portability and Accountability Act of 1996, P.L. 104-191) (HIPAA) (health records and information); 42 CFR Part 2 (substance use disorder records); and any applicable implementing rules, regulations or directives promulgated under the foregoing statutes, as well as any other individually identifying information regarding any minor children, which would not

otherwise be subject to public dissemination. Such material shall be designated and marked HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.

In order to permit discovery to proceed quickly and efficiently, HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY material will be produced to plaintiffs’ counsel (as defined in subparagraph 5(A)(i), below) in this Consolidated Action without redactions that may otherwise be statutorily required before production to each individual Plaintiff. plaintiffs’ counsel, by accepting discovery so marked, acknowledge and accept the restrictions imposed by this Order and by statute on their use and handling of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY material in exchange for early access to this material.

E. Protected Information

The term “Protected Information” shall mean and include, documents, materials, information, and testimony designated by a Producing Party as Confidential Information or Highly Confidential Information.

3. Depositions

When a deposition includes the disclosure of Protected Information:

A. Portions of the deposition and deposition exhibits may be designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as appropriate, subject to the provisions of this Protective Order either by (i) indicating on the record during the deposition that a question calls for, or an answer includes, reference to or review of Protected Information (and specifying whether the subject testimony is either Confidential or Highly Confidential Information), in which case the reporter will mark the pages of the transcript containing the designated testimony as “Confidential Information Governed by

Protective Order,” or “Highly Confidential Information Governed by Protective Order,” or (ii) notifying the reporter and all counsel of record, in writing, within ten (10) business days of receiving the final draft of the transcript from the reporter that a certain section(s) of the transcript contains Protected Information (and specifying whether the subject testimony is either Confidential or Highly Confidential Information), and the person designating those sections shall reproduce them with the appropriate designation.

B. The Producing Party shall have the right to exclude from the deposition, during such time as Protected Information is to be disclosed, any person other than the subject of the Protected Information; the deponent (and his or her counsel); parties and counsel for all parties (including their staff and associates); and the court reporter.

4. **Form and Designation of Protected Information as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

A. Any party may designate documents as CONFIDENTIAL, and the State Defendants may designate documents as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, but only after the documents have been reviewed by or under the supervision of an attorney or by a party appearing pro se who, in good faith, determines that the documents actually contain information meeting the definition of “Confidential Information” or “Highly Confidential Information” set forth above. To the extent that State Defendants need to do so to reduce review time and expense and to speed up production, they may also designate files or batches as HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY, which may contain documents that, standing alone, only contain Confidential Information or non-confidential information, subject to Paragraph 7. Such designation may be made by stamping or otherwise marking the material prior to production as follows: “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

In the case of written material, documents, or tangible items, the designation “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be made at or prior to the time the Receiving Party is provided a copy of the information. In lieu of marking the originals or documents, the Producing Party may mark the copies that are produced or exchanged.

Where electronic files and documents are produced in native electronic format, such electronic files and documents shall be designated for protection under this Order by appending to the file names or designators information indicating whether the file contains Confidential or Highly Confidential Information, or shall use any other reasonable method for so designating material produced in electronic format.

Additionally, every document production shall be accompanied by a cover letter, cover email, report, or metadata field to the Receiving Party or Parties, which shall indicate whether any material in the production includes a Protected Information designation, and which shall identify all designated Protected Information by reference to the applicable bates numbers for the documents with Protected Information designation.

If a party produces or provides discovery of any Confidential or Highly Confidential Information without first labeling, marking, or designating it as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” then the Producing Party may thereafter give written notice promptly after discovery of such production or provision of discovery to the Receiving Party or Parties that the document, thing, transcript, or other embodiment of the Protected Information is “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and such Protected Information shall be treated in accordance with the provisions of this Order. The Receiving Party or Parties must

treat such document, thing, transcript, or other embodiment of Protected Information accordingly from the date such notice is received. Disclosure of such document, thing, transcript, or other embodiment of Protected Information prior to receipt of such notice to persons not authorized to receive it shall not be deemed a violation of this Order or a waiver of the confidential status of the information. However, those persons to whom disclosure was made shall be advised that the material disclosed was “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and must be treated in accordance with this Order.

The provisions of Paragraph 7 of this Order shall apply in the event of any disputes with respect to the propriety or correctness of a party’s designation of the information as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5. Use and Disclosure of Protected Information

Protected Information shall be used by the Receiving Party, and approved persons to whom it is disclosed, solely in the litigation or settlement of this action, including in any alternative dispute resolution proceedings, and including the statutory process of RSA 21-M:11-a, or for use at trial and in any appellate proceeding in this action. Protected Information shall not be used by such party or persons for any business or other purpose or disclosed to any person or entity not entitled under this Order to receive it, unless agreed to in writing by all parties to this action or as authorized by further order of the Court. To the extent any information, document, material, testimony, or other thing is only Protected Information to protect the privacy of a plaintiff to this Consolidated Action, that plaintiff may, at any time, partially or fully waive or release that right to privacy by executing the appropriate releases attached as exhibits hereto. The Court may issue additional orders regarding the disclosure of

Protected Information. Disclosure and use of documents designated CONFIDENTIAL shall be only in the manner and by the parties, counsel, and persons identified in paragraph 5(a).

Disclosure and use of documents designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY shall be only in the manner prescribed in paragraph 5(B) by the plaintiffs’ counsel as defined in paragraph 5(A)(i).

A. Use and Disclosure of Confidential Information

Except as may be otherwise ordered by the Court, the parties to the Consolidated Action and counsel for those parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL to any third person or entity except as set forth below:

- i. Counsel. The counsel of record in this action and their respective partners, associates, clerks, legal assistants, and support personnel;
- ii. Contractors. Independent organizations and employees thereof retained to provide professional litigation support services in this action, such as translation, graphics, design, document processing, copying, and processing of information, but only to the extent that counsel determines that the specifically named individual party or employee’s assistance is reasonably necessary to the conduct of the litigation in which the information is disclosed, and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A;
- iii. Court Reporters. Court reporters and videographers involved in this action, and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A;

- iv. Consultants and Experts. Independent experts and consultants retained in this action, and the employees of such experts and consultants who are assisting them, and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A;
- v. Jury or trial consulting service providers. Jury or trial consulting service providers, including mock jurors, who may review but not retain physical or electronic copies of any Protected Information and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A;
- vi. The author, addressee, and/or other person indicated on a document as having previously received a copy of that document or that a party's counsel in good faith believes is referenced in that document, who first completes the Acknowledgement and Agreement to be Bound in Exhibit A;
- vii. A witness who a party's counsel in good faith believes may be called to testify at a deposition or trial, who first completes the Acknowledgement and Agreement to be Bound in Exhibit A;
- viii. Any mediator, arbitrator, referee, special master, or administrator that the parties agree to or that this Court appoints, or who is appointed to a statutory dispute resolution process;

- ix. This Court, including any appellate court, and its support and administrative personnel; and
- x. Other persons. Such other persons as hereafter may be designated by written agreement of the parties in this action or by order of the Court, such order obtained on noticed motion (or on shortened time as the Court may allow) permitting such disclosure, and only after such persons have completed the Acknowledgement and Agreement to be Bound in Exhibit A.

B. Use and Disclosure of Highly Confidential Information

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY material, as defined in paragraph 2(C) above, will be produced to plaintiffs’ counsel (as defined in subparagraph 5(A)(i) above) in this Consolidated Action without redactions that may otherwise be statutorily required to be made before production to each individual Plaintiff, in order to permit discovery to proceed more quickly and efficiently in this Consolidated Action than if such redactions were made before production.

1. Restrictions on handling Highly Confidential Material

Access to discovery material designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY shall be limited to Counsel, as defined in subparagraph 5(A)(i) above, in this Consolidated Action. Counsel shall not disclose or permit the disclosure of any documents, information, or other things designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY ” and access shall be limited to persons referred to in subparagraph 5(A)(i), except as provided herein.

Documents produced by State Defendants with HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY designation will be produced unredacted and are for Attorneys’ Eyes Only. Any materials with the designation HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY may contain confidential and statutorily protected information related to multiple individuals, including non-parties, individual defendants, and various Plaintiffs in this Consolidated Action. Many of these documents, information or other things relate to juveniles, or to former staff not involved in any Consolidated Action.

2. Downgrade Procedure

If a specific item of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY discovery contains statutorily protected information about **only one** individual Plaintiff, and no other individual, it may be disclosed without further redaction, but only to that specific individual Plaintiff. It remains, as to all other individuals, HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, and may not be further disseminated except through the following Downgrade Procedure.

If a specific item of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY discovery contains statutorily protected information about **more than one** individual, it may not

be shared with any individual Plaintiff, or with anyone other than Counsel, unless Counsel undertakes the following Downgrade Procedure.

Plaintiff's Counsel must either: (1) redact all personally identifying information from the item; (2) obtain Releases, substantially in the form attached hereto as Exhibit B, from every individual whose statutorily protected information is contained in the item; or (3) combine sufficient releases and redactions to remove all personally identifying information from the item prior to its release.

The release that individuals may sign shall include two levels of release. Individuals can elect to release only Highly Confidential protection, meaning that all documents that contain their statutorily protected information will not require redaction of their personally identifying information, but will still be treated, handled, and disclosed as if they were Confidential under this Order. Alternatively, individuals can elect to release all confidentiality protections, such that documents that contain their statutorily protected information will not need to be redacted nor will there be any restriction on their treatment, handling, and disclosure, except that social security numbers and dates of birth will be redacted.

Plaintiffs' counsel shall maintain a log of the releases received from individual plaintiffs or others, including the date the release was signed and the level of release. Plaintiffs' counsel shall provide State Defendants' counsel with a copy of the log of the releases on the 1st of every month. Plaintiffs' counsel shall endorse all items on which this downgrade procedure has been completed with the label "REDACTIONS APPLIED/RELEASES CONFIRMED by [name] on [date]" and shall strike through any portion of the confidentiality marking that is no longer applicable. Such items may then be treated, handled, and disclosed as if they were either designated only CONFIDENTIAL under this Order, or as if there is no confidentiality

designation whatsoever, depending on what level of release is provided by the individual plaintiffs indicated on the document and the redaction of any protected information, whether about a party or non-party, for which no release has been obtained. Plaintiffs' counsel may undertake an iteration of downgrades, as they obtain additional releases and fewer redactions are required. Each such subsequent iteration shall again be marked and endorsed "REDACTIONS APPLIED/RELEASES CONFIRMED by [name] on [date]". Plaintiffs' counsel may additionally obtain any further or supplementary releases or agreements from their clients as they may deem necessary or appropriate at any time.

C. Control of Documents

Counsel shall make best efforts to prevent the unauthorized disclosure of Protected Information pursuant to the terms of this Order. Counsel shall maintain the originals of the executed Acknowledgement and Agreement to be Bound (Exhibit A) during the pendency of any litigation in this Consolidated Action, or any case that was consolidated at any time. Plaintiffs' counsel shall maintain the original executed Releases of Statutorily Protected Information to Others (Exhibit B) in their files for ten (10) years.

6. Court Procedures for Filing Protected Information

In the event that a party seeks to file, or reference in any filing, a document that has been designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY under this Order, the filing party must comply with the New Hampshire Court Rules and procedures for filing the document under seal.

7. Contesting a Designation

The parties to the Consolidated Action shall use reasonable care when designating documents or information as Protected Information. A party may seek the removal of the

“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” designations from particular items. In such event, the following procedure shall apply:

A. Objection to Confidentiality

No later than thirty (30) days before the deadline for summary judgment motions, or thereafter for good cause shown, a party may serve upon a Producing Party an objection to a Protected Information designation. The objection shall specify the documents to which the objection is directed and shall set forth the reasons for the objection as to each document or category of documents. The documents to which an objection has been made shall remain CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY until designated otherwise by waiver, agreement, or order of the Court.

B. Obligation to Meet and Confer

The Receiving Party and the Producing Party shall have fifteen (15) days from service of the objection to meet and confer in a good faith effort to resolve the objection by agreement. If agreement is reached confirming or waiving the designation as to any documents subject to the objection, the Producing Party shall serve on all parties a notice specifying the documents and the nature of the agreement.

C. Obligation to File Motion

If the parties cannot reach agreement as to any documents designated CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, the Receiving Party shall file a motion with the court within thirty (30) days of the service of the objection. The Producing Party has the burden to prove that the confidentiality designation, either Confidential or Highly Confidential, should remain in place and that the restrictions on handling, treatment, and disclosure required by this Order are justified. The parties agree that they will take reasonable

steps to fully brief and present the motion to the Court in the most expeditious fashion reasonably possible under the circumstances.

8. Subpoenas

In the event any person or party having possession, custody, or control of any Protected Information receives a subpoena, or other process or order to produce such information, such person or party shall, within five (5) business days, or no later than twenty-four (24) hours before the time for compliance if the time for compliance is shorter than five (5) business days, notify, in writing, the attorneys of record of the party claiming such confidential treatment of the item, document, or information sought by such subpoena, process, or order; shall furnish those attorneys of record with a copy of said subpoena, process, or order; and shall provide reasonable cooperation with respect to any procedure to protect such information or matter as may be sought to be pursued by the party whose interests may be affected. If the party asserting confidentiality makes a motion to quash or modify the subpoena, process, or order, there shall be no disclosure of the subject matter objected to pursuant to the subpoena, process, or order until the Court has ruled upon the motion, and then only in accordance with the Court's ruling. If no such motion is made by the party asserting confidentiality despite a reasonable opportunity to do so, the person or party receiving the subpoena, process, or order shall be entitled to comply with it, provided it has fulfilled its obligations pursuant to this Order.

9. Inadvertent Disclosure

A. Confidential or Highly Confidential Information

If a party inadvertently produces any materials without a confidentiality designation, the Producing Party may provide written notice to the Receiving Party that the materials are Protected Information under this Order and promptly reproduce the materials with an appropriate designation. The Producing Party will provide a notice identifying which pages are Protected Information or non-confidential as soon as reasonably feasible to do so. Upon receipt of such notice, the Receiving Party will treat the materials as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, unless the Producing Party’s notice identifies which materials are Highly Confidential and which are only Confidential or not confidential at all. Within five (5) business days, the Receiving Party shall take all reasonable steps to retrieve the materials inadvertently produced without a confidentiality designation from persons to whom the Receiving Party has disclosed such materials without a confidentiality designation or to confirm such persons have destroyed such materials.

B. Privileged Materials

If a Producing Party inadvertently discloses information subject to a claim of attorney-client privilege, attorney-work product doctrine, executive or deliberative privilege, and/or other protections from disclosure (“Inadvertently Disclosed Information”), such disclosure, in and of itself, will not constitute or be deemed a waiver or forfeiture of any claim of privilege and/or other protection from disclosure with respect to the Inadvertently Disclosed Information, so long as the following procedures are followed.

- i. Promptly upon becoming aware of the inadvertent production of privileged material, the Producing Party promptly provides written notice to the Receiving Party regarding the inadvertent production, specifically identifying the Inadvertently Disclosed Information.

- ii. Within five (5) business days after a Producing Party provides written notice of such inadvertent disclosure and the nature of the privilege or protection, the Receiving Party shall return, sequester, or destroy all such Inadvertently Disclosed Information in its possession and provide to the Producing Party a written certification that (a) this has been done, or (b) this has not been done because the Receiving Party has a good faith belief that the information was not inadvertently disclosed or that the information is not the proper subject of the claimed privilege or protection from disclosure. In addition, if the Receiving Party has disclosed such information to others before receiving notice, the Receiving Party will (a) take reasonable steps to retrieve the information or ensure it has been destroyed, or (b) provide to the Producing Party the names and contact information to whom this information was disclosed.
- iii. Within thirty (30) days from the date of the certification referenced in 9.B.(ii.), the Producing Party will (a) produce a privilege log for the Inadvertently Disclosed Information, and (b) if the Inadvertently Disclosed Information appears only in portions of documents, produce redacted copies of those documents.
- iv. If a Receiving Party thereafter moves the Court for an order compelling production of the Inadvertently Disclosed Information, the Producing Party bears the burden of establishing the privileged or protected nature of any Inadvertently Disclosed Information. Nothing in this Order shall limit

the right of any party to request that the Court conduct an *in camera* review of the Inadvertently Disclosed Information.

Consistent with N.H. R. Evid. 511 and any other applicable rules, if a Receiving Party reasonably believes that a document produced by a Producing Party is subject to attorney-client privilege and/or other protection from disclosure, the Receiving Party shall promptly notify the Producing Party. Within ten (10) days from a request by the Producing Party, the Receiving Party shall return or destroy all copies of the document and certify in writing that this has been done. In any event, the Receiving Party shall immediately cease all use of the materials at issue, shall not read any unread portion of the documents, and shall not refer to the privileged content during the course of this matter.

10. Certification of Counsel

All counsel for all Receiving Parties hereby agree and certify that, if they contact any person identified through the discovery produced pursuant to this Order, they shall first identify themselves to any such person; shall ask such person whether they are represented by counsel; and shall comply with all rules of the New Hampshire Rules of Professional Conduct, including, in particular Rules 4.1, 4.2, 4.3, and 7.3.

11. No Waiver

Other than as specified herein, neither the taking of nor the failure to take any action to enforce the provisions of this Order, nor the failure to object to any designation or any such action or omission, shall constitute a waiver of any right to seek and obtain protection or relief in this action or any other action including, but not limited to, the right to claim that any information is or is not proprietary to any party, is or is not entitled to particular protection, or that such information does or does not embody Protected Information of any party. The

procedures set forth herein shall not affect the rights of the parties to the Consolidated Action to object to discovery on grounds other than those related to confidentiality, nor shall it relieve a party of the necessity of proper response to discovery devices.

12. Return of Information

Within sixty (60) calendar days after the conclusion of the last case consolidated into or formerly consolidated into this Consolidated Action, whether by judgment and exhaustion of all appeal rights, or by settlement, all Protected Information and all documents that reflect such information shall be, at the option of the Producing Party, (i) returned to the party that furnished such Protected Information, or (ii) in lieu of return to the Producing Party, destroyed, in which event counsel shall give written notice of such destruction to opposing counsel. The attorneys of record shall ensure that all the Protected Information in the possession, custody, or control of their experts and consultants is also destroyed or returned to the party that furnished such Protected Information, for return to the Producing Party or destruction by the Receiving Party. In no event shall a party and its experts or consultants retain a copy of Protected Information produced to it, although they may retain a copy of any final expert report in accordance with the restrictions of this Order. Notwithstanding the foregoing, counsel of record in this action may retain: (1) one copy of all pleadings, motions, and briefs (including supporting or opposing memoranda and exhibits) filed with the Court and/or served upon or by opposing counsel; (2) one copy of each transcript of any depositions (and summaries thereof) taken in this action, including all exhibits thereto; (3) all documents or other materials marked as hearing or trial exhibits; and (4) all notes, summaries, descriptions, abstracts, or other work product materials prepared in anticipation of or for use in the present action; provided, however that access to Protected Information contained in any of the materials identified in

subparagraphs (1) through (4) above shall be limited to counsel of record for their own internal use, and that such information shall not be provided to any non-party without the express prior written permission of counsel of record for the opposing party or pursuant to court order.

13. Non-Parties

A copy of this Protective Order shall be included with any subpoenas for documents or deposition testimony served upon third parties. At the request of a non-party who produces documents or testimony in the case, and who is willing to be bound by the terms of this Order, the terms of this Order shall be applied to protect the confidentiality of any documents or information supplied by that non-party in the course of this litigation as long as such non-party designates the documents or information as Protected Information consistent with the terms of this Order. A non-party's use of this Protective Order to protect its Protected Information does not entitle that non-party access to the Protected Information produced by any party or any other non-party in this case.

14. Court's Jurisdiction

The Court retains jurisdiction to make such amendments, modifications, deletions, and additions to this Order as the Court may from time to time deem appropriate. The provisions of this Order regarding the use and/or disclosure of Protected Information shall survive the termination of this action, and the Court shall retain jurisdiction with respect to this Order.

15. No Limitation of Other Rights

This Order shall be without prejudice to the right of any party to the Consolidated Action to oppose production of any information on any and all grounds other than confidentiality.

16. Release From or Modification of This Order

This Order is entered without prejudice to the right of any party to the Consolidated Action to apply to the Court at any time for additional protection, or to release, rescind, or modify the restrictions of this Order, to determine whether a particular person shall be entitled to receive any particular information or to seek relief from disclosure of privileged or work-product information. This Order does not preclude all of the parties to this Order from entering into any stipulation (in writing or on the record) constituting a modification of this Order. On any motion seeking disclosures beyond those authorized by this Order, the burden will be on the Receiving Party to justify the disclosure.

17. No Contract

To the extent that the parties have agreed on the terms of this Order, such stipulation is for the Court's consideration and approval as an Order. The parties' stipulation shall not be construed to create a contract between the parties or between the parties and their respective counsel.

18. Effective Date

Documents that have been produced in this Consolidated Action, or any case consolidated into it, and have been designated as Protected Information prior to the entry of this Order shall henceforth be subject to this Order and deemed Confidential.

19. Notices

Transmission by electronic mail is acceptable for all notification purposes under this Order. Any of the notice requirements herein may be waived, in whole or in part, but only in writing signed by counsel of record for the party against whom such waiver will be effective.

20. Termination

The termination of this Consolidated Action, or any action consolidated into it at any time, shall not automatically terminate the effectiveness of this Order and persons subject to this Order shall be bound by the confidentiality obligations of this Order until the Producing Party agrees otherwise in writing or this Court (or any other court or competent jurisdiction) orders otherwise.

21. Miscellaneous Provisions

A. The Receiving Party shall have and maintain appropriate physical, organizational, and technical processes, security standards, and procedures to protect against a data breach (“Appropriate Safeguards”), and shall ensure that its professional vendors, technical advisors, and any other person or entity that receives Protected Information under this Protective Order implements and maintains such Appropriate Safeguards. For purposes of this paragraph, a data breach shall include but is not limited to any accidental, unlawful, or unauthorized destruction, alteration, disclosure, misuse, loss, theft, access, copying, use, modification, disposal, compromise, or access to Protected Information or any act or omission that compromises or undermines the physical, technical, or organizational safeguards put in place by the Receiving Party in processing or processing the Producing Party’s Protected Information.

B. Nothing in this Protective Order shall preclude or impede counsel of record’s ability to communicate with or advise their individual party client in connection with this litigation based on such counsel’s review and evaluation of Protected Information provided, however, that such communications or advice shall not disclose or reveal the substance or content of any Protected Information other than as permitted under this Protective Order.

C. Each of the parties to the Consolidated Action agrees to be bound by the terms of this Protective Order as of the date counsel for such party executes this Protective Order, even if prior to entry of this order by the Court.

Respectfully Submitted,

Plaintiffs David Meehan, Michael Gilpatrick, Corrine Murphy, Natasha Maunsell, John Does Nos. 1 through 78, John Does Nos. 80 through 94, John Does Nos. 96 through 351, John Does Nos. 353 through 367; John Does Nos. 369 through 401, and Jane Does Nos. 1 through 40,

By and through counsel,

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

Date: July 6, 2022

/s/ Cyrus F. Rilee, III

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Defendants New Hampshire Department of Health
& Human Services, Sununu Youth Services Center,
Youth Development Services Unit, Department of
Youth Development Service, and Division of
Children, Youth, and Families,

By their attorneys,

JOHN M. FORMELLA
ATTORNEY GENERAL

Date: July , 2022

/s/ Jennifer Ramsey

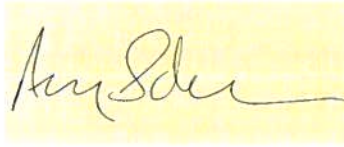
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Dated: July 11, 2022

SO ORDERED.



Andrew R. Schulman,
Presiding Justice Clerk's Notice of Decision
Document Sent to Parties
on 07/12/2022

EXHIBIT A

**ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND BY PROTECTIVE ORDER**

I, _____, have read the foregoing Protective Order (“Order”) in this action and have received a copy of the Order. I agree that I shall not disclose any discovery materials designated as Protected Information or otherwise subject to confidentiality protections, as defined in the Order, other than as expressly permitted. I shall destroy or return all Protected Information to the attorney who provided it to me, upon request of that attorney, and I shall not retain any copies of said Protected Information or any other information contained within those discovery materials designated as Confidential after the termination of this litigation, including all appeals.

By acknowledging these obligations, I understand that I am submitting myself to the jurisdiction of the Merrimack County Superior Court, State of New Hampshire, concerning any issue or dispute arising hereunder and that my disclosure of Confidential/Protected Information in any manner contrary to the terms of the Order may subject me to sanctions for contempt of court.

Dated: _____

Signature: _____

Printed Name: _____

EXHIBIT B

RELEASE OF STATUTORILY PROTECTED INFORMATION TO OTHERS

I, _____, have read the foregoing Protective Order in this action and have received a copy of the Protective Order. I understand that some statutorily protected personally identifiable information about me may have been produced to plaintiffs' counsel as HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY discovery. Having reviewed the Protective Order and this Release with my attorney, I have decided to either partially or fully waive rights to confidentiality as follows (check **only one box** and sign **only under that box**):

I agree that my statutorily protected personally identifiable information need not be redacted from discovery materials in this action and may be treated and disclosed as "Confidential" material in this action as provided in the Protective Order.

Dated: _____

Signature: _____

Printed Name: _____

I agree that my statutorily protected personally identifiable information need not be redacted from discovery materials in this action and may be treated and disclosed without any restriction as I freely and fully waive any and all rights to confidentiality, except that I understand and expect my date of birth and social security number will be redacted.

Dated: _____

Signature: _____

Printed Name: _____