

STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT

CASE NO. 217-2020-CV-00026

DAVID MEEHAN

v.

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

(IN RE YDC and YDSU CONSOLIDATED LITIGATION)

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**PLAINTIFFS' MOTION TO CONTINUE**  
**CERTAIN CONTRACTOR DEFENDANT DEADLINES**

**(For all Plaintiffs represented by Rilee & Associates, P.L.L.C. and Nixon Peabody LLP)**

Plaintiffs<sup>1</sup> by and through counsel submit this Motion to Continue certain Contractor Defendant deadlines until after the January 27, 2023 status conference. In support thereof, Plaintiffs state as follows:

1. Plaintiffs' filed a Partially Assented-To Motion to Continue the December 14, 2022 status conference, which the Court granted, rescheduling the Status Conference for January 27, 2023.
2. The Court has also scheduled oral argument on the State Defendants' two motions to dismiss for that same conference.
3. Plaintiffs are continuing to work on serving previously filed complaints, as well as filing and serving new complaints. Many of these complaints include claims against private

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<sup>1</sup> For purposes of this motion, "Plaintiffs" means all Plaintiffs in this consolidated litigation represented by Rilee & Associates, P.L.L.C. and Nixon Peabody LLP.

entities who had contracted with the State of New Hampshire to provide residential treatment services to children in State custody.

4. Plaintiffs have begun serving Contractor Defendants, including Mount Prospect Academy (“MPA”), Nashua Children’s Home (“NCH”), NFI North, Inc. (“NFI”), and Easter Seals New Hampshire, Inc. (“Easter Seals”) (collectively “Contractor Defendants”).
5. One Contractor Defendant, MPA, filed a motion to dismiss in one case on December 1, 2022. Plaintiff’s objection to MPA’s motion to dismiss is presently due December 23, 2022.
6. Plaintiffs have also already agreed with Easter Seals and NCH that they need not respond in their cases until late January 2023.
7. Plaintiffs anticipate completing service of process upon numerous additional Contractor Defendants prior to the Scheduling Conference on January 27, 2023. MPA, in particular, will be served in a dozen other cases over the next few weeks.
8. Additionally, Plaintiffs’ anticipate that, apart from the four Contractor Defendants listed above, Plaintiffs will serve complaints on ten additional Contractor Defendants. Plaintiffs believe that most, if not all, of those Contractor Defendants will be served before the January 27 Status Conference.
9. Plaintiffs anticipate many, if not all, Contractor Defendants will file motions to dismiss following service of complaints upon them. Those motions to dismiss will likely raise at least some similar arguments. Those motions to dismiss are also likely to raise similar arguments to those raised in MPA’s motion to dismiss. Accordingly, in the interest of efficiency, Plaintiffs believe that some form of coordinated briefing may be appropriate.

10. As Plaintiffs previously expressed, Plaintiffs believe that the parties and the Court should discuss coordinated briefing and a uniform briefing schedule with respect to the Contractor Defendants' motions to dismiss at the January 27 Status Conference.
11. Accordingly, Plaintiffs request that the Court continue or vacate all responsive pleading deadlines with respect to the Contractor Defendants until further order of the Court following the January 27, 2023 Status Conference, including all responsive pleading deadlines for any Contractor Defendant and Plaintiffs' deadline to object to MPA's motion to dismiss.
12. Plaintiffs have consulted with all parties in this consolidated litigation regarding Plaintiffs' request to continue all deadlines for responsive pleadings by Contractor Defendants.
13. Counsel for Contractor Defendants Easter Seals and NCH assent to continuing all Contractor Defendants' responsive pleading deadlines, as does counsel for NFI North who has not yet been served. Additionally, State Defendants also assent to continuing those responsive pleading deadlines for Contractor Defendants.
14. The only party to withhold assent to continue all responsive pleading deadlines is MPA which contends the request to continue as to unserved complaints is premature.
15. While it is technically true there are presently no deadlines as to unserved complaints, Plaintiffs are seeking to bring some simplicity and uniformity to the process of docketing deadlines relating to the various contractor defendants Plaintiffs anticipate serving over the next month. No parties are prejudiced by this process and to the contrary it serves the interest of efficiency and economy. All served parties will have an opportunity to appear

at the January 27 status conference and address the court on their preferences for a briefing schedule.

16. Plaintiffs have also consulted with counsel for MPA regarding Plaintiffs' request to continue their December 23, 2022 deadline to object to MPA's motion to dismiss. MPA does not assent to Plaintiffs' motion to continue the December 23, 2022 objection deadline.
17. MPA will not be prejudiced by putting off briefing on its one pending motion to dismiss. Plaintiffs have neither propounded discovery on MPA nor are Plaintiffs otherwise seeking to push forward its claims against MPA until after the January 27 status conference.
18. This continuance will result in no prejudice to the other parties and will not result in the continuance of any other court-ordered deadline.

WHEREFORE, Plaintiffs respectfully request that this Court:

- A. Continue or vacate all deadlines with respect to the Contractor Defendants' anticipated responsive pleadings until further order of this Court following the January 27, 2023 Status Conference;
- B. Continue or vacate the December 23, 2022 deadline for Plaintiffs to object to MPA's currently pending motion to dismiss until further order of this Court following the January 27, 2023 Status Conference; and
- B. Grant any other relief as is just and fair.

Respectfully submitted,

**PLAINTIFFS**

Dated: December 20, 2022

By and through counsel,

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

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**CERTIFICATE OF SERVICE**

I certify that on December 20, 2022, I am sending a copy of this document as required by the rules of the court. I am electronically sending this document through the court's e-filing system to all attorneys and to all other parties who have entered electronic service contacts (e-mail addresses) in this case.

/s/ W. Daniel Deane

W. Daniel Deane, Esq.