

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Case No. 217-2025-CV-00480

Andrew Foley
56 Morgan Drive,
Zebulon, North Carlina 27597

Ronald “Chuck” Miles
305 Camellia Street
Palm Beach Gardens, Florida 33410

Jane Doe #231
(Address Sealed)

On behalf of themselves and all those similarly situated

v.

The State of New Hampshire
107 North Main Street, Concord, NH 03301

New Hampshire Governor, Kelly Ayotte, in her official capacity
107 North Main Street, Concord, NH 03301

New Hampshire Attorney General, John Formella, in his official capacity
1 Granite Place South, Concord, NH 03301

**COMPLAINT FOR DECLARATORY JUDGMENT
AND PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF**

Plaintiffs Andrew Foley, Chuck Miles, and Jane Doe #231, all victims of child abuse perpetrated on them while they were juveniles in State custody in State-operated facilities, by and through their undersigned counsel, Nixon Peabody LLP and Rilee & Associates, PLLC, hereby file this Complaint for Declaratory Judgment and Preliminary and Permanent Injunctive Relief against defendants the State of New Hampshire, its Governor, Kelly Ayotte, in her official capacity, and its Attorney General, John Formella, in his official capacity. Absent the relief requested by this Complaint, the State will be permitted to breach, by legislative fiat, its

agreement to provide the victims of child abuse at the Youth Development Center and other related State-operated facilities (collectively, “YDC”) with the fair, impartial, victim-centered, and trauma informed settlement process the State promised to them since 2022.

Eleventh hour amendments to the YDC Claims Administration and Settlement Fund (“Settlement Fund”) contained in the recently passed budget bill, House Bill 2, not only materially breach more than a thousand individual contracts between the State and the abuse victims but also violate core guarantees of the of the United States and New Hampshire constitutions. Accordingly, this Court should declare the offending amendments unconstitutional and enjoin their enforcement against Plaintiffs and the class of similarly situated individuals they seek to represent. In support thereof, Plaintiffs state as follows:

I. INTRODUCTION

1. On June 26, 2025, the New Hampshire House and Senate passed the biennial budget bill for the State, House Bill 2 (“HB-2”). As Governor Kelly Ayotte has already publicly congratulated the legislature on successfully negotiating some last-minute changes to HB-2, it is all but certain that the Governor will sign the bill, either on June 27, 2025 or June 30, 2025, and the bill will become law.

2. Buried within the hundreds of pages of HB-2, are two amendments to the statute that created the YDC Settlement Fund—the Youth Development Center Claims Administration and Settlement Fund Act, RSA 21-M:11-a (the “Settlement Fund Act” or “Act”). Both amendments abrogate the agreements struck between the State and the survivors of child abuse at State-operated facilities who have filed claims with the Settlement Fund created by the State in 2022. Both amendments become effective on July 1, 2025.

3. The first amendment would allow the Governor to remove the independent and neutral Settlement Fund Administrator—a former New Hampshire Supreme Court Justice who was duly appointed to administer and decide the claims of these survivors—and replace him with a political appointee beholden solely to the Governor and serving “at the pleasure of the Governor.” (*See* Comm. of Conf. Report on HB-2, 2025-2871, June 19, 2025, § 437 (highlighted in attached Exhibit 1).) This directly contravenes the contract the State entered into with the claimants, which guaranteed that claims would be decided by an “independent” and “neutral” Administrator.

4. The second amendment would allow the Attorney General to provide a further check on the Administrator’s power by effectively giving the Attorney General the power to veto any final decision of the Administrator. (*See* Comm. of Conf. Report on HB-2, 2025-2871, June 19, 2025, § 439 (highlighted in attached Exhibit 1).) This further contravenes the contract the State entered into with the claimants, which guaranteed that the Administrator’s decision would be “final” and could only be rejected by the claimant.

5. In short, these two amendments alter the fundamental nature of the Settlement Fund—a bargain struck between the State and the victims of abuse caused by the State. If this Court does not enjoin enforcement of these two amendments, the State will be allowed to breach material terms of its agreements with all claimants, including the above-named Plaintiffs and all claimants in the class they seek to represent. Additionally, these amendments are a retroactive law that impairs existing contracts the claimants have with the State, and as such violates Part 1, Article 23 of the State Constitution, as well as Article I, Section 10 of the United State Constitution. Finally, as these amendments would create two disparate classes of claimants—those who previously obtained an award from an independent and neutral Administrator that

could not be vetoed by the Attorney General, and those who, under the new amendments, will be denied such a process—and as such discriminatory treatment does not serve an important governmental objective, they violate the equal protection guarantees of Part 1, Articles 2 and 12 of the State Constitution, and the Fourteenth Amendment of the United States Constitution.

6. Because these amendments, if implemented, will cause immediate and irreparable harm by destroying the guarantee of a fair and impartial settlement process, and there is no adequate remedy at law that could restore that process (much less the trust of the claimants) after it is gone, this Court should act immediately to enjoin the enforcement of these two amendments before July 1, 2025.

II. PARTIES

7. The plaintiff, Andrew Foley, is an adult individual, formerly a resident of New Hampshire, currently residing at 56 Morgan Drive, Zebulon, North Carolina, 27597. Although Mr. Foley is a crime victim under the New Hampshire Victim Bill of Rights, New Hampshire Revised Statutes Annotated (“RSA”) 21-M:8-k, he does not wish to exercise his right to proceed anonymously.

8. The plaintiff, Ronald “Chuck” Miles, is an adult individual, formerly a resident of New Hampshire, currently residing at 305 Camellia Street, Palm Beach Gardens, Florida, 33410. Although Mr. Miles is a crime victim under RSA 21-M:8-k, he does not wish to exercise his right to proceed anonymously.

9. The plaintiff, Jane Doe #231, is an adult individual who is a resident of the State of New Hampshire, County of Hillsborough, and a crime victim under RSA 21-M:8-k. Because Jane Doe #231 wishes to exercise her rights under that law, her identity will be filed **under seal** with this Honorable Court.

10. The defendant, the State of New Hampshire, is a body politic and corporate, with an address of 107 North Main Street, Concord, NH 03301.

11. The defendant, Kelly Ayotte, is an adult individual sued in her official capacity as the elected Governor of the State of New Hampshire, with an address of 107 North Main Street, Concord, NH 03301.

12. The defendant, John Formella, is an adult individual sued in his official capacity as the Attorney General of the State of New Hampshire, with an address of 1 Granite Place South, Concord, NH 03301.

III. JURISDICTION AND VENUE

13. This Court has jurisdiction to hear this action under RSA 491:7.

14. This Court has jurisdiction to grant declaratory relief under RSA 491:22.

15. This Court has jurisdiction to grant specific performance and other equitable remedies under RSA 498:1.

16. This Court has personal jurisdiction over the government of the State of New Hampshire.

17. This Court has personal jurisdiction over the Governor, who is sued in her official capacity, is an elected official in New Hampshire, and works and resides in New Hampshire. RSA 510:2.

18. This Court has personal jurisdiction over the Attorney General, who is sued in his official capacity, is an elected official in New Hampshire, and works and resides in New Hampshire. RSA 510:2.

19. Venue is proper in this district pursuant to RSA 507:9.

IV. FACTUAL BACKGROUND

A. The uncovering of decades of abuse at the YDC

20. In recent years, scores of adult survivors of child abuse have been coming forward to report that they were abused at various juvenile residential treatment facilities operated by the State of New Hampshire, as well as many similar privately operated facilities that were licensed by and contracted with the State. The victims have alleged all manner of abuse, including unjustified and violent physical beatings, torture, rape and other forms of sexual assault, psychological abuse, dangerous and unhygienic conditions of confinement, and unlawfully excessive use of restraints and solitary confinement.

21. The primary State-operated facility for the commitment of juveniles remanded to State custody is commonly referred to as the Youth Development Center or “YDC,” but was previously called the State Industrial School, and today is officially named the Sununu Youth Services Center. Adjunct facilities to the YDC include the pre-adjudication detention unit, the Youth Detention Services Unit or “YDSU,” previously called “Awaiting Decision of the Court” or “ADC,” as well as a residential mental health treatment facility that was called the Anna Philbrook Center and a residential school for children with behavioral, emotional, and mental health disabilities that was called the Tobey School.

22. The State’s reckoning with the history of abuse at these State-run facilities began with David Meehan, a child who was committed to the YDC in 1995 at the age of fourteen. Over the next four years, David was routinely targeted for various and often shocking forms of abuse by the very youth counselors who were charged with protecting and caring for him while he was in State custody, including systematic and brutal acts of rape and degradation.

23. Meehan disclosed his abuse to law enforcement as an adult in early 2017. In 2019, the New Hampshire Attorney General, at that time Gordon MacDonald, took over the

investigation into abuse at the YDC from the Hillsborough County Attorney's Office. (*See* Department of Justice ("DOJ") Press Release, March 11, 2020.)¹ Shortly thereafter, the Attorney General announced that his office was launching a comprehensive, multi-faceted investigation of the YDC that would be conducted by a task force (the "Joint YDC Task Force") comprised of New Hampshire State Police troopers, as well as investigators, prosecutors, and victim/witness advocates in the Attorney General's Office. *See id.*

24. Eleven former youth counselors and supervisors who worked at the YDC and YDSU in the 1990s and 2000s were subsequently indicted on dozens of counts of aggravated felonious sexual assault and sexual assault. Although the criminal investigation and prosecutions have moved slowly, two of the defendants, Bradley Asbury and Stanley Watson, have been convicted on multiple counts of aggravated felonious sexual assault and both were sentenced to decades in prison. Two of the prosecutions resulted in hung juries, but the prosecutions of those cases and others continues.

25. While criminal prosecution of some of the perpetrators of the abuse is a critically important first step, justice requires much more. The State, as the entity responsible for operating and overseeing the YDC, and which allowed its staff to abuse children for decades through lax oversight and even express endorsement of abusive conduct, must also be held accountable. Additionally, the abuse victims are owed some acknowledgment and restitution for the abuse (as well as the betrayal) they suffered at the hands of the State and its agents and employees.

26. To urge the State toward acceptance of these aspects of justice, David Meehan, through his counsel, filed a class action complaint against the State in Merrimack County Superior Court seeking damages on behalf of a class of similarly situated survivors of abuse

¹ Available at: *Update on the Investigation of the Youth Development Center*, at <https://www.doj.nh.gov/news-and-media/update-investigation-youth-development-center> (last visited 6/26/2025).

from the YDC and related facilities. While the class allegations were later stricken by court order, Mr. Meehan's complaint survived dismissal, and soon hundreds of other abuse survivors followed him, filing their own individual lawsuits seeking recovery for abuse while in State custody. As of the date of this complaint, more than 1,400 complaints have been filed by undersigned counsel on behalf of survivors who were abused at the YDC and related facilities from the 1960s up until more recent years. All those complaints allege that the State agencies responsible for overseeing the YDC and related facilities were negligent in their supervision and breached fiduciary duties owed to the children who resided there.

27. Mr. Meehan's case was the first to proceed to trial. Over a month-long trial in April 2024, the jury heard harrowing testimony, not only about Mr. Meehan's abuse, but also establishing the deliberate indifference, if not downright malicious intent, of the State supervisors responsible for managing the YDC throughout the 1990s. Among other things, the jury heard testimony about how the trainers and ombudsmen who had purportedly been hired to ensure that the staff were properly trained and that the residents were appropriately supervised, were consistently rebuffed not only by the lower-level counselors, but also by dismissive upper-level management. When one of the trainers confronted the superintendent of the YDC about the resistance to training and supervision, the superintendent of the YDC relayed the advice that he had received from his predecessor: "if any one of these kids gives you any shit, beat the fuck out of him." (*Meehan v. New Hampshire, et al*, Case No. 217-2020-CV-26, Trial Tr., Apr. 10, 2024, at 293.) Several other former employees of the YDC testified to a widespread and deep-seated culture of abuse and culture of silence where the staff, including supervisors, would swiftly retaliate against grievants and whistleblowers, whether they were residents or other staff.

28. Over three days of emotional testimony, Mr. Meehan described the sadly predictable results of this corrupt culture at YDC. He was routinely subjected to excessive and unjustified physical violence and long stretches in solitary confinement for minor transgressions. Worse, he was groomed by his “youth counselor,” who first established a “father-son” relationship with David before later betraying his trust by forcing him to perform oral sex and submit to anal rape on numerous occasions. Several other counselors soon targeted David as well. In all, he testified to more than 200 rapes, many of which were accompanied by brutal beatings or other psychological torture, such as pointing a gun to his head during fellatio.

29. The jury, horrified as much by the testimony establishing the State’s malfeasance as by Mr. Meehan’s testimony of the abuse he personally endured, awarded Mr. Meehan a \$38 million verdict, which included \$18 in compensatory damages and \$20 million in enhanced compensatory damages. In awarding enhanced compensatory damages, the jury determined that the State’s conduct was “wanton, malicious, or oppressive.” The jury also found that the State was fully responsible for Meehan’s damages because his injuries were “caused by [the State]’s knowing and active participation with others in a common plan or design that caused harm to David Meehan.” The verdict is presently on appeal to the New Hampshire Supreme Court. (*See Meehan v. New Hampshire, et al*, Case No. 2024-0711.)

B. The State’s creation of the Settlement Fund

30. In recognition of a need to fairly compensate the hundreds of victims of abuse at the YDC, as well as the looming threat of potentially large jury verdicts, in early 2022, the present Attorney General, John Formella, worked with the New Hampshire legislature to draft a new law creating a claims procedure and settlement fund (initially funded at \$100 million) as an alternative to litigating the YDC abuse cases in court. The initial version of the Settlement Fund

Act, RSA 21-M:11-a, was signed into law in May 2022. Attorney General Formella championed the legislation as a “victim centered and trauma informed” claims process that was “fair, transparent, and collaborative[.]” (Department of Justice (“DOJ”) Press Release, May 5, 2022; N.H. Bulletin article, June 1, 2022.)²

31. Despite the Attorney General’s assurances that the new Settlement Fund process would be “victim centered,” the Attorney General refused to negotiate any material details pertaining to the contours and scope of the Settlement Fund Act with counsel for the overwhelming majority of the YDC victims, the undersigned lawyers from Nixon Peabody and Rilee & Associates. Instead, the Attorney General submitted his proposal to the legislature, who largely deferred to the Attorney General’s recommendations despite objections raised by claimants’ counsel. The Act was wholly the creation of the Attorney General, without meaningful input from the victims, and with only minor changes implemented during the legislative process.

32. Critically important to the success of the YDC Settlement Fund was the appointment of its administrator. Even the initial version of the Act, which passed without meaningful input from the victims, recognized the paramount importance of a neutral and detached claims administrator and arbitrator. From its inception, the Settlement Fund Act defined the “Administrator” as “an *independent, neutral* attorney admitted to the practice of law in New Hampshire,” with “all the duties and authority granted pursuant to RSA 542, except as otherwise provided in this section.” RSA 21-M:11-a, I(a). RSA 542 is the statute governing the arbitration

² Available at: <https://www.doj.nh.gov/resources/press-releases/nh-ag-statement-senates-passage-hb1677> (last visited 6/24/2025); <https://newhampshirebulletin.com/briefs/state-moves-ahead-on-100-million-ydc-settlement-fund-upsetting-advocates/> (last visited 6/24/2025).

of disputes in New Hampshire. This definition establishes that the Administrator is not merely a “claims administrator” but is also an arbitrator (i.e., an impartial decider of disputes).

33. To ensure the appointment of a qualified, judicious, and impartial administrator/arbitrator, the pre-amendment Settlement Fund Act provides a thoughtful appointment process. The New Hampshire Supreme Court, as the independent and impartial third branch of government, is given the sole authority to appoint the Administrator. *See* RSA 21-M:11-a, III. However, the Attorney General and counsel for claimants are first given the opportunity to agree on the appointment. *See id.* Absent agreement, the Supreme Court would select from among the candidates submitted to the Court by the Attorney General and claimants’ counsel. *See id.*

34. Once appointed, the Administrator is responsible for processing claims in accordance with the Settlement Fund Act and settling those claims, either by agreement between the parties, or by issuing decisions, on a case-by-case basis, after “giving due consideration to the guidelines adopted by the joint fiscal committee.” *Id.* Under the pre-amendment Act, the Administrator reports to the Supreme Court “for employment-related purposes,” but the Administrator’s decisions are reviewable by no higher authority. *Id.* The judicial branch also provides the Administrator and any necessary support staff with office space, and the salary, benefits, and expenses of the Administrator and his or her staff are paid out of the Settlement Fund. *See id.* Finally, and perhaps most importantly, only the Supreme Court can remove the Administrator, either upon request of the Attorney General or counsel for the claimants, or on the Court’s own motion, and in either case, only if the Court determines that “good cause” exists for removal. *Id.*

35. Although the Attorney General did not meaningfully engage claimants' counsel in designing the initial version of the Act, the Attorney General did engage with undersigned counsel regarding selection of a highly qualified, respected, and fair-minded Administrator. In October 2022, the Attorney General announced that he and claimants' counsel agreed to submit former Chief Justice of the Supreme Court, John Broderick, for appointment by the Court. (*See* DOJ Press Release, October 4, 2022.)³ The Attorney General's press release lauded the Chief Justice's credentials and his commitment to public service. The Attorney General expressed confidence that, "if appointed, Chief Justice Broderick will serve as a thoughtful, *impartial*, and empathetic Administrator." (*Id.* (emphasis added).) The Supreme Court did in fact appoint Chief Justice Broderick, and he has been serving as the Administrator ever since.

36. Following passage of the Act, the Attorney General developed "a claims process consistent with this section including the development of claims forms, identification of necessary or helpful documentation, and guidelines for valuing claims for settlement purposes[.]" RSA 21-M:11-a, IV(a). Given the breakdown in negotiations over the contours of the Act, the Attorney General and claimants' counsel did not engage in meaningful discussion regarding the details of the claims process and the guidelines. The joint fiscal committee thereafter approved the Attorney General's claims process and valuation guidelines.

37. Because the Attorney General refused to meaningfully negotiate the details of the claims process and valuation guidelines with the victims or the lawyers representing most of the victims, the Settlement Fund was slow to gain traction. Most victims did not trust the State and refused to file claims because the Settlement Fund, as it existed at that time, did not offer compensation for all forms of abuse (*e.g.*, it did not provide compensation for solitary

³ Available at: <https://www.doj.nh.gov/resources/press-releases/ag-and-claimants-counsel-propose-ydc-claims-administrator> (last visited 6/25/2025).

confinement, unjustified strip searches, or invasion of privacy), set unreasonably low caps on compensation for sexual and physical abuse, and required an overly complex and adversarial process that was not as “victim friendly” and “trauma informed” as had been advertised. (N.H. Bulletin articles, May 2, 2022, and May 6, 2022.)⁴ Nine months into the operation of the Settlement Fund, only 29 claims had settled, while the number of plaintiffs who had filed in court had surged to over 1,000. (See N.H. Bulletin article, October 27, 2023.)⁵

38. Recognizing that the Settlement Fund would fail to serve its intended purpose if most plaintiffs declined to try it, in late 2023, the Attorney General’s Office reengaged in discussions with undersigned counsel, the lawyers representing nearly all of the YDC victims with claims filed in court. Following months of negotiation, lawyers for the State and the plaintiffs reached agreement on several improvements to the Settlement Fund that would make it more palatable to the victims, including raising the caps on recovery, simplifying the process, and expanding the scope to cover all forms of abuse experienced at the YDC. The State also negotiated for a provision that would allow the Administrator to structure compensation payments over as many as ten years. Another important concession negotiated by the State was that the plaintiffs’ lawyers would publicly express support for the revised Settlement Fund, including by submitting a letter to the legislature indicating that they would recommend the

⁴ Available at: <https://newhampshirebulletin.com/2022/05/02/lawyer-representing-hundreds-criticizes-states-plan-to-settle-their-ydc-abuse-claims/> (last visited 6/24/2025); <https://newhampshirebulletin.com/2022/05/06/legislative-roundup-100-million-ydc-settlement-fund-approved-by-senate/> (last visited 6/24/2025).

⁵ Available at: <https://newhampshirebulletin.com/2023/10/27/nine-months-in-29-ydc-claims-settled-for-13-4-million-with-148-to-go/> (last visited 6/24/2025).

Settlement Fund to the “vast majority” of their clients. (See N.H. Bulletin article February 20, 2024.)⁶

39. Further discussion and debate followed in the legislature, with Senate President Jeb Bradley, prime sponsor of the bill, speaking forcefully in support of approving the revised Settlement Fund, as well as additional appropriations to ensure adequate funding. (See *id.* (“I think it’s always been the intent of everybody on all sides of this issue that the settlement process keeps the victims in particular ... out of court. ... It allows for settlement for them. It protects the court system by not having a runaway number of litigations. And it protects the state from a process that is very uncertain in terms of the financial implications.”).) The amended Act, as well as an additional appropriation of \$60 million for the Settlement Fund, was approved by the legislature and signed by Governor Chris Sununu on June 14, 2024. (See attached Exhibit 6.) All claims currently pending in the Settlement Fund are being processed in accordance with this version of the Act.

40. The Attorney General and State lawmakers were proud of the deal that promised to resolve a painful and challenging chapter in the State’s history. The Attorney General lauded the agreement, stating in a press release issued on the day of the law’s signing:

Governor Sununu’s signature of SB 591 is a significant step forward in our commitment to justice and healing for YDC victims. ***The passage of this legislation represents a thoughtful compromise between the State and plaintiffs’ counsel, reflecting our shared dedication to providing victims with a fair and efficient resolution process.*** We believe that this new framework will offer a meaningful alternative to traditional litigation for the vast majority of victims, while also ensuring budgetary certainty and protecting the interests of taxpayers. I am grateful to the Governor and legislature for their support and to my team here at the New Hampshire Department of Justice for their tireless efforts in developing and improving this process. Our sincere appreciation also goes to plaintiffs’

⁶ Available at: <https://newhampshirebulletin.com/2024/02/20/victims-attorneys-who-objected-to-ydc-settlement-fund-support-proposed-changes/> (last visited 6/24/2025).

counsel, especially the attorneys at Rilee & Associates and Nixon Peabody, for their constructive engagement in negotiations. *As we move forward, we are committed to working closely with Administrator Broderick, plaintiffs' counsel, and, most importantly, the victims themselves, to ensure that the implementation of these changes is conducted with fairness, respect, and efficiency.* Together, we are dedicated to providing victims with the justice and closure they deserve.

(DOJ Press Release, June 14, 2024 (emphasis added).)⁷

41. Relying on the State's promises and alleged commitment to the Settlement Fund process as an alternative to litigation, the YDC victims and their lawyers turned their attention from their lawsuits and began to focus their efforts toward filing Settlement Fund claims before the final June 30, 2025, filing deadline. True to their word, over the ensuing year (June 2024 to June 2025), the "vast majority" of the YDC victims represented by undersigned counsel filed Settlement Fund claims and agreed to stipulations staying their individual lawsuits. As of the date of this filing, nearly 1,150 of undersigned counsel's approximately 1,400 clients have filed claims in the Settlement Fund.

42. As the Attorney General stated, the Settlement Fund was designed to provide benefits to all interested parties—the victims, the State, the courts, and the taxpayers. The victims of abuse at the YDC obtained access to a settlement process that would not only be quicker and less burdensome than traditional litigation but would also be more "victim-centered" and "trauma informed." RSA 21-M:11-a, IX(a); *see also id.*, VII(f) (promising that claimants will be "treated with respect and dignity"). The State (including both the government and the taxpayers) would likewise benefit from a more efficient process as well as a process that provided more control and predictability over the outcome of cases and the costs involved to

⁷ Available at: <https://www.doj.nh.gov/news-and-media/statement-senate-bill-591-being-signed-law> (last visited 6/24/2025).

resolve them. The busy courts, of course, benefit from a decreasing caseload as more and more cases settle without the need for court proceedings.

43. To bring about these ends and encourage the parties to reach settlements, the Settlement Fund Act was itself framed and characterized as a preliminary settlement offer to the class of YDC victims—the offer of a cease-fire, if not yet a peace treaty. In express terms, the Act proclaims that the Settlement Fund claims process represents “the state’s *offer* to resolve completely and finally all of the former YDC resident’s claims through the claims process established.” RSA 21-MA:11-a, VII(d) (emphasis added). Further, the Act clarifies that a claimant’s submission of a claim is acceptance of the State’s offer, resulting in an agreement to arbitrate the claim:

By filing a claim, the *claimant agrees* that he or she will participate in the claims process, and, if the claimant accepts the administrator’s determination on the claim, such acceptance shall be the final and binding settlement of all claims in accordance with subparagraph IX(a), even if the claimant does not receive any payment from the fund. ***The submission of a claim shall constitute an agreement in writing to submit the claim to arbitration as provided in RSA 542:1.***

Id. (emphasis added).

44. While a victim’s participation in the Settlement Fund claims process “is voluntary and does not affect any rights the claimant may have unless and until the claimant accepts the Administrator’s decision on the claim,” RSA 21-MA:11-a, VII(c), all claimants are required to suspend their lawsuits as a condition to participation in the process. In this regard, the Settlement Fund Act provides:

By filing a claim, a claimant waives his or her right to simultaneously seek other or additional monetary relief in any forum from the state of New Hampshire or any of its agents or employees, or from any of its political subdivisions or their agents or employees arising out of or relating to any incidents which are or could have been the subject of a claim, except that the claimant does not waive his or her right to seek or continue to seek relief in any forum from an individual whose direct, personal actions

constitute sexual abuse or other abuse, even if said individual was a state employee at the time of the acts. The administrator shall require a claimant to execute appropriate agreements or motions to stay any pending proceedings related to claims that are or could have been brought under the settlement fund as a condition to processing claims provided that such documents expressly preserve the right to pursue claims against individual perpetrators as described.

RSA 21-MA:11-a, VII(e).

45. Following the submission of claim papers and supporting evidence; the Attorney General's response to the claim (as communicated by a designee of the Attorney General); the completion of a "resolution proceeding," during which the Administrator and his or her "trauma informed" staff conduct a live interview of the claimant under oath; and the completion of any post-hearing briefing and argumentation by claimant and the Attorney General designee, the Administrator issues a decision. *See generally* RSA 21-M:11-a, VIII-IX; Claims Process for Administration of the YDC Settlement Fund (Rev. 1.4, Aug. 30, 2024) ("Claims Process").⁸ The Administrator assesses a value to the claim based on the incidents of abuse described by the claimant, the formulaic valuations provided in the Guidelines (which account for both the severity and frequency of the abuse), and the Administrator's independent judgment as to the veracity and accuracy of the claimant, as well as any arguments advanced by the claimant's counsel and the Attorney General's designee. *See generally* Guidelines for Valuing Claims for Settlement Purposes (Rev. 1.2, Aug. 30, 2024) ("Guidelines").⁹

46. Under the current version of the Act, as amended June 14, 2024, the Administrator must also decide whether, and to what extent, payment of compensation to the claimant should be paid in annual installment payments over a period of years, up to ten years.

⁸ Available at: <https://www.ydcclaims.nh.gov/sites/g/files/ehbemt701/files/inline-documents/sonh/claim-process-for-administration-of-ydc-settlement-fund-rev-1.4.pdf> (last visited 6/26/2025).

⁹ Available at: <https://www.ydcclaims.nh.gov/sites/g/files/ehbemt701/files/inline-documents/sonh/ydcca-guidelines-for-valuing-claims-for-settlement-purposes-rev.-1.2-final.pdf> (last visited 6/26/2025).

RSA 21-M:11-a, XI. In determining how to structure a claimant's settlement payments, the Settlement Fund Act, as amended in 2024, directs the Administrator to not only consider the health and financial circumstances of the claimant, but also the liquidity of the fund. RSA 21-M:11-a, XII(a). Under the amended Act, the Administrator may not authorize more than \$75 million in settlement payments in any given fiscal year absent additional approval by the Joint Fiscal Committee and the Governor and Executive Council. *Id.*

47. The final claim value is expressed to the claimant as a take-it-or-leave-it offer of final settlement on behalf of the State to the claimant. *See* RSA 21-M:11-a, IX(e); Claims Process ¶¶ 21-30. The Administrator's decision is final and neither the State nor the claimant can appeal it. RSA 21-M:11-a, IX(e). The claimant has 30 days to either accept or reject the decision/offer. To accept the Administrator's decision and offer of settlement, the claimant must "execute appropriate dismissals, waivers, [and] releases" waiving the claimant's right to pursue additional relief against the State in any other forum for any claims that "could have been brought" in the Settlement Fund. RSA 21-M:11-a, IX(a), XII(a).

C. Andrew Foley's claim

48. Andrew Foley was born in 1981 in Portsmouth, New Hampshire to a teenage mother with mental health and drug abuse issues. (Affidavit of Andrew Foley, 6/25/2025 ("Foley Aff.") (attached as Exhibit 3), ¶ 2.) He never knew his father. (*Id.*) Unwanted and neglected throughout his childhood, he ended up in New Hampshire's juvenile justice system. (*Id.*, ¶¶ 3-4.) In early 1996, at age 14, the Rochester District Court committed him to the YDC. (*Id.*, ¶ 4.)

49. At the time he entered the YDC, Andrew was in the seventh grade, he stood five feet, four inches tall, and he weighed 108 pounds. (*Id.*, ¶ 5.) The diminutive Andrew was soon a target of abuse by both residents and staff. (*Id.*) Among other things, he was sexually assaulted

numerous times by YDC staff member Lou Poulette, severely beaten and held for months in solitary confinement, and strangled to the point of asphyxiation on many of occasions by multiple different staff members. (*Id.*, ¶¶ 6-8.)

50. After his release from the YDC, Andrew enlisted in the Army as an infantryman and worked hard to forget his YDC experience. (*Id.*, ¶ 10.) He was deployed to Iraq in 2003 and served his country bravely, earning combat honors as a heavy gunner riding atop of a HMMWV (a/k/a Humvee) during the invasion of Baghdad. (*Id.*)

51. Over time, as he worked on his own self-improvement, Andrew learned that the primary cause of his post-traumatic stress disorder was the trauma he had suffered at the YDC, not in Iraq. (*Id.*, ¶ 11.) Indeed, Andrew calls his time at YDC the worst period in his life, worse than war. (*Id.*, ¶ 9.) Today, he is happily married and the father of four children. (*Id.*, ¶ 12.) He has a career in security and is an officer for a national bank. (*Id.*)

52. In January 2022, undersigned counsel filed a complaint for Mr. Foley in the Merrimack County Superior Court asserting tort claims, including negligence, against the State, acting through its various agencies and departments, for the abuse he suffered while he was a child at YDC. In August 2022, counsel filed Mr. Foley's First Amended Short Form Complaint, which incorporated the allegations of the Master Complaint for the YDC/YDSU consolidated litigation. His lawsuit, *John Doe #166 v. State of New Hampshire, et al.*, Case No. 217-2022-CV-00100, remains pending in the Rockingham County Superior Court.¹⁰

53. Despite his mistrust of the government of the State of New Hampshire, Mr. Foley recently decided that he should accept the State's offer to arbitrate his claim through the

¹⁰ At that time, invoking his rights under the New Hampshire Victim Bill of Rights, RSA 21-M:8-k, Mr. Foley filed his suit under the pseudonym John Doe #166. Mr. Foley now waives those protections and proceeds with this lawsuit under his legal name. (Foley Aff., ¶19.)

Settlement Fund claims process established in RSA 21-M:11-a. (Foley Aff., ¶¶ 14-15.) Although Mr. Foley was initially skeptical that the State would administer a fair settlement process, he ultimately determined that the settlement process would be preferable to litigation and he relied on the State's promise that his claim would be decided by an independent and neutral decisionmaker with no stake or interest in the outcome. (*Id.*, ¶ 15.)

54. Mr. Foley has signed and filed a Notice of Claim with the Administrator indicating that he is alleging incidents of sexual abuse and other abuse at the YDC. (*Id.*, ¶ 16.) He has also agreed to stay his lawsuit pending the processing of his Settlement Fund claim. (*Id.*)

D. Ronald “Chuck” Miles’ claim

55. Chuck Miles was born in 1968. (Affidavit of Ronald C. Miles, 6/25/2025 (“Miles Aff.”) (attached as Exhibit 4), ¶ 2.) His family moved from Florida to New Hampshire when he was approximately nine or ten years old. (*Id.*) Officials at Chuck's middle school wrongly coded him as developmentally delayed and he was sent to the Anna Philbrook Center in Concord, New Hampshire at approximately 11 years of age for assessment. (*Id.*, ¶ 3.) Staff at the Philbrook Center determined that Chuck was “emotionally” disturbed and the State committed him to the Philbrook Center. (*Id.*) This determination resulted in several institutional commitments over much of the rest of Chuck's childhood. (*Id.*)

56. At the Philbrook Center, Chuck was preyed upon by a staff member named Patrick O'Mara, a serial pedophile whose abuse of children has been covered up by the State for decades. (*Id.*, ¶ 4.) O'Mara sexually assaulted Chuck on dozens of occasions, including groping him and anally raping him. (*Id.*) During the rapes, O'Mara would often hold his hand over Chuck's mouth to prevent him from screaming, making it difficult for Chuck to breathe. (*Id.*) Other staff members violently restrained and beat Chuck. (*Id.*, ¶ 5.)

57. The abuse at Philbrook profoundly impacted Chuck’s life. He has been diagnosed with anxiety and post-traumatic stress disorder, and he has struggled with depression. (*Id.*, ¶ 6.)

58. After he was released from State custody, Chuck left New Hampshire and moved back to Florida. After trauma therapy, he has achieved some relief from the horror he experienced as a child at the hands of State employees. (*Id.*, ¶ 7.) Today he is happily married and runs a successful steel erector and welding business. (*Id.*)

59. In July 2022, undersigned counsel filed a Short Form Complaint Supplement to the Master Complaint for Mr. Miles in the Merrimack County Superior Court. His Short Form Complaint incorporated the allegations of the Master Complaint for the YDC/YDSU consolidated litigation and asserted tort claims, including negligence and breach of fiduciary duty, against the State, acting through its various agencies and departments, for the abuse he suffered while he was a child at the Philbrook Center. Mr. Miles’ lawsuit, *John Doe #526 v. State of New Hampshire, et al.*, Case No. 217-2022-CV-00804, remains pending in the Rockingham County Superior Court.¹¹

60. Mr. Miles remains angry about his treatment at the Philbrook Center. (Miles Aff., ¶ 8.) He is resentful of the State of New Hampshire and does not trust its government. (*Id.*, ¶¶ 8-10.) Nevertheless, despite these misgivings, Mr. Miles determined that trying the State’s Settlement Fund process would be preferable to litigation. (*Id.*, ¶ 11.) Mr. Miles relied on the State’s assurances that the Settlement Fund process would be “victim friendly” and “trauma informed.” (*Id.*) He also relied on the State’s promise that his claim would be decided by an independent and neutral decisionmaker with no stake or interest in the outcome. (*Id.*)

¹¹ At that time, invoking his rights under the New Hampshire Victim Bill of Rights, RSA 21-M:8-k, Mr. Miles filed his suit under the pseudonym John Doe #526. Mr. Miles now waives those protections and proceeds with this lawsuit under his legal name. (Miles Aff., ¶15.)

61. Mr. Miles, through his counsel, submitted a claim with the Administrator in November 2024. (*Id.*, ¶12.) He also agreed to a stay of his lawsuit and a notice regarding his Settlement Fund claim and his agreement to stay his lawsuit was filed with the superior court. (*Id.*)

E. Jane Doe #231's claim

62. Jane Doe #231 was born in 1967 and grew up in Manchester, New Hampshire. (Affidavit of Jane Doe #231, 6/26/2025 (“Jane Doe #231 Aff.”) (attached as Exhibit 5), ¶ 2.) After her parents split up when she was about 6 years old, she went to live with her father, who physically and sexually abused her. (*Id.*) She began running away to escape the abuse, which led to her being placed in a foster home and third-party facilities. (*Id.* ¶ 3.) The State eventually took custody of her and detained her at the YDC when she was about 15 years old. (*Id.*) Nobody ever bothered to ask why she was running away. (*Id.*)

63. At YDC, a staff member known to Jane Doe #231 as “Coach Mak” sexually assaulted her dozens of times over a six-month period. (*Id.* ¶ 4.) Every time Coach Mak saw her and could get her away from the other residents, he took her into a shed or other secluded area to sexually assault her. (*Id.*)

64. Staff at YDC also subjected Jane Doe #231 to other forms of abuse, like unnecessary and invasive strip searches, physical violence, and solitary confinement. (*Id.* ¶ 5.) Staff were also deliberately cruel to her for no reason, like refusing to allow her family members to visit her or tearing up her mail before she could read it. (*Id.*)

65. After Jane Doe #231 aged out of the YDC at 18 years old, YDC staff released her onto the streets with no direction after telling her she was not their problem anymore. (*Id.* ¶ 6.)

She was homeless for three or four years and was constantly in and out of abusive relationships because she did not care about herself and had been taught that abuse was normal. (*Id.* ¶ 7.)

66. Jane Doe #231 has spent decades trying to cope with and heal from the trauma she endured at the YDC. (*Id.* ¶ 8.) She has significant trust issues which affect her relationships and friendships; she cannot function in crowds and struggles if she is shut in a small room; and she suffers from severe PTSD which is triggered by reminders of the YDC, like seeing or hearing keys on a belt like the staff members used to wear. (*Id.*)

67. In 2024, undersigned counsel filed a Short Form Complaint Supplement to the Master Complaint for Jane Doe #231 in the Rockingham County Superior Court. Jane Doe #231's Short Form Complaint incorporated the allegations of the Master Complaint for the YDC/YDSU consolidated litigation and asserted tort claims, including negligence and breach of fiduciary duty, against the State, acting through its various agencies and departments, for the abuse she suffered while she was a child at the YDC. Jane Doe #231's lawsuit, *Jane Doe #231 v. State of New Hampshire, et al.*, Case No. 218-2024-CV-01371, remains pending in the Rockingham County Superior Court.

68. When Jane Doe #231 first heard about the YDC Settlement Fund process, she was suspicious. (Jane Doe #231 Aff. ¶ 10.) She was worried that the Administrator would judge her or think she was lying, and she was not ready to disclose the full extent of her abuse to a stranger she did not know or trust. (*Id.*) However, she was convinced to submit a claim to the Administrator and stay her lawsuit based on the State's promises that the Administrator would be impartial, and that he would consider her claim in a victim-friendly, trauma informed manner. (*Id.* ¶¶ 10-11.) She believed that the settlement fund would offer her a faster and less traumatic method to resolve her claim compared to going to court. (*Id.* ¶ 11.)

F. The State’s betrayal of the YDC victims

69. Entering 2025, with the amended Settlement Fund in place and fully operational, and claimants’ counsel encouraging their clients to stay their lawsuits and file claims in the Settlement Fund, it appeared that the State’s hard-fought solution to resolve the claims arising from decades of child abuse was on the verge of achieving its purposes. By the end of the first quarter of 2025, over 1,100 individuals had submitted claims to the Settlement Fund, with a marked increase in the pace of claim filing occurring at the end of 2024 and beginning of 2025, after the amendments to the Settlement Fund negotiated by the Attorney General’s Office and undersigned counsel took effect. (*See* Administrator’s Quarterly Report for the YDC Claims Administration and Settlement Fund, 2025 Quarter One, at 2 (Apr. 16, 2025).)¹² As the Settlement Fund Administrator noted in issuing that report:

The majority of the new claims received this reporting quarter were filed by the law firm of Nixon Peabody, and almost all migrated from the Superior Court. That is not surprising, because at the time the Legislature amended the Settlement Fund statute in June 2024, Nixon Peabody committed in writing to recommend to the vast majority of its clients that they “stay” their Superior Court actions and file in the administrative process. Consistent with that agreement, along with the reality of the upcoming June 30th deadline for filing claims, we expect to receive many more claims from Nixon Peabody and others before this current 2025 Quarter 2 ends.

(Letter from John T. Broderick, Jr. Re: 2025 Quarter One Report (Apr. 16, 2025).)¹³

70. Shortly after the new Governor took office on January 9, 2025, however, signs emerged that the new administration was not as supportive as the prior administration of the Settlement Fund, even though abuse claims were shifting daily from the State’s superior courts

¹² Available at: https://www.ydcclaims.nh.gov/sites/g/files/ehbemt701/files/inline-documents/sonh/ydc-claims-administration_2025-quarter-1-report.pdf (last visited 6/26/2025).

¹³ Available at: https://www.ydcclaims.nh.gov/sites/g/files/ehbemt701/files/inline-documents/sonh/ltr_ydc-claims-administrator_2025-quarter-1-report.pdf (last visited 6/26/2025).

into the State's Settlement Fund process. In February 2025, Governor Ayotte submitted her proposal for a two-year budget that did not include additional funding for the Settlement Fund, notwithstanding that the Administrator had reported that the fund was swiftly running out of money. Claimants' counsel received assurances from government insiders, privately and publicly, that the Settlement Fund was not forgotten and would be addressed after the biennial budget process. Placated by this, Claimants' counsel requested only that, in the meantime, budget writers not make material changes to the Settlement Fund, which was finally making progress. Claimants' counsel returned to the task of filing claims for the majority of their clients in order to meet the filing deadline, as no claims may be accepted after June 30, 2025. RSA 21-M:11-a, VII(b).

71. The next shoe to drop was a surprisingly negative appraisal of the Settlement Fund and its Administrator by none other than the Attorney General, who only months before was one of the Settlement Fund's and Administrator Broderick's most vocal supporters. In testimony before the House Finance Committee on February 27, 2025, and again in testimony before the Executive Council on April 23, 2025, the Attorney General was equivocal at best about the State's continuing obligations to YDC victims who had submitted claims to the fund. Concurrent with these concerning public statements, the Attorney General publicly criticized Administrator Broderick for his administration of the Settlement Fund. (*See, e.g.,* Annemarie Timmins, *As state runs short on money for YDC victims, NH attorney general opposes spending more now*, NEW HAMPSHIRE PUBLIC RADIO (March 17, 2025)¹⁴; Kevin Landrigan, *YDC claims fund running low; administrator, AG argue over reasons why*, UNION LEADER (March 21,

¹⁴ Available at: <https://www.nhpr.org/nh-news/2025-03-17/as-state-runs-short-on-money-for-ydc-victims-nh-attorney-general-opposes-spending-more-now> (last visited 6/26/2025).

2025).¹⁵) The Attorney General appeared to be turning his back on the Settlement Fund he had created, even as it was finally starting to achieve its ends.

72. Spurred on by the Attorney General’s critical testimony, New Hampshire legislators started to question the Administrator’s work, notwithstanding that they already received comprehensive quarterly reports from his office. (*See* Josh Rogers & Annemarie Timmins, *Survivors of YDC abuse call for more state money, as top lawmaker wants audit of fund*, NEW HAMPSHIRE PUBLIC RADIO (Apr. 19, 2025).)¹⁶ Senate President Sharon Carson, the new successor to Jeb Bradley, called on the Office of the Legislative Budget Assistant (“OLBA”) to perform an audit of the Settlement Fund. (*Id.*; *see also* Imani Fleming, *New Hampshire lawmakers to review YDC settlement fund operations, finances*, WMUR (Apr. 18, 2025).)¹⁷ The Administrator welcomed the opportunity to share more information regarding the work of his office:

I’m delighted Senator Carson feels the fund should be continued and I welcome any audit they choose to do. I’m enormously proud of the work I’ve done, that my staff has done to bring closure to hundreds of kids now full adults who were sexually or physically abused by staff. The legislature decided under the statute they drafted what information they wanted from my office every 90 days. No one has ever written to us or said we need more information. We have nothing to hide. I welcome the audit.

(*Id.*)

73. The audit confirmed a successful claims process that is well-documented and operating in compliance with the Settlement Fund Act and the implementing claims process and

¹⁵ Available at: https://www.unionleader.com/news/politics/state/ydc-claims-fund-running-low-administrator-ag-argue-over-reasons-why/article_a89f78ea-533d-41f2-826c-c27b25f0e331.html (last visited 6/26/2025).

¹⁶ Available at: <https://www.nhpr.org/2025-04-19/survivors-of-ydc-abuse-call-for-more-state-money-as-top-lawmaker-wants-audit-of-fund> (last visited 6/26/2025).

¹⁷ Available at: <https://www.wmur.com/article/new-hampshire-review-ydc-settlement-fund-41825/64527120> (last visited 6/26/2025).

guidelines promulgated by the Attorney General and the joint fiscal committee. (See OLBA Audit Report, June 6, 2025 (attached as Exhibit 2).) Among the other keys findings of the audit were the following:

- The Settlement Fund operates under a comprehensive system of controls, including detailed policies and procedures approved by the legislature. The claims process is co-managed by the Youth Development Center Claims Administration (YDCCA) and the DOJ, with multiple layers of review and segregation of duties. All sampled claim payments were properly reviewed, approved, and matched to settlement awards, providing assurance of accuracy and compliance.
- The claims process requires extensive documentation, including notarized attestations and supporting evidence, and is subject to administrative review by specialized contractors. Controls are in place to verify eligibility, prevent duplicate or fraudulent claims, and ensure the authenticity of submitted documentation.
- As of May 23, 2025, 1,462 claims had been filed, with 330 resolved for an average award of \$556,000 (including interest). The total paid and pending settlement awards amount to \$183.3 million, with \$129.8 million disbursed and \$53.5 million pending. The majority of claims remain unresolved, with 1,098 pending and a total requested award amount of \$1.4 billion, highlighting significant ongoing fiscal exposure
- Statutory changes in June 2024 increased the award cap to \$2.5 million, expanded compensable abuse categories, and granted the Administrator discretion over lump sum versus installment payments (up to ten years), based on claimants' circumstances.
- Attorney fees are capped at 33.33% of awards and are generally paid in lump sums, though some law firms have agreed to installment payments. The average attorney fee is 30.78% of the award.

(*Id.*)

74. The results of the audit seemingly laid to rest concerns voiced by the Attorney General and members of the legislature. Nevertheless, it was not surprising to claimants' counsel that the legislature sought to change how the Settlement Fund handles the award and payment of attorneys' fees in cases where the claimant receives periodic payments rather than a lump sum.

An amendment to that effect—requiring that the attorneys’ fees be paid in equal installments over the same number of years as the periodic payments to the claimant (*see* Comm. of Conf. Report on HB-2, June 19, 2025, § 438)—is *not* challenged by this lawsuit.

75. But despite the flawless audit, lawmakers were not done. On June 2, 2025, just a few weeks ahead of the Settlement Fund filing deadline of June 30, 2025, Senator James Gray introduced an amendment to the State’s biennial budget bill for fiscal years 2026-2027, House Bill 2 (“HB-2”) in the Senate Finance Committee. The amendment proposed changes to the section of the Settlement Fund Act pertaining to the appointment and removal of the Administrator, RSA 21-M:11-a, III. The amendment was pushed through passage on June 26, 2025, without any public comment or debate. The sponsors and supporters of the amendment made no public statements regarding the amendment and there is no legislative history revealing any public purpose. The effective date of the amendment is July 1, 2025.

76. The amendment to RSA 21-M:11-a undermines a foundational aspect of the Settlement Fund Act—that the settlement process would be administered and claims would be decided by an “independent” and “neutral” administrator. (*See* Comm. of Conf. Report on HB-2, 2025-2871, June 19, 2025, § 437 (Exhibit 1).) In particular, the amendment empowers the governor, with the consent of the executive council, to remove the Administrator, at any time and for any reason or no reason at all. (*See id.*) Further the amendment allows the governor to replace the administrator with a political appointee who will serve “at the pleasure of the governor.” (*See id.*) The amendment changes the role of administrator from a neutral and disinterested decisionmaker appointed by the Supreme Court, and only removable by the Supreme Court upon a finding of “good cause,” into an interested agent of the State—the very party responsible for

the harm suffered by Plaintiffs and other victims of abuse at YDC who have submitted claims to the Settlement Fund.

77. But still the legislature was not finished interfering with its agreement with the victims of YDC abuse. On June 18, 2025, Representative Joe Sweeney introduced yet another eleventh-hour amendment to HB-2 that further attacked at the bargain struck between the State and the victims of State abuse by effectively giving the Attorney General veto power over the decisions of the Administrator. The second amendment amends RSA 21-M:11-a, IX(e), which outlines the procedures for the Administrator's announcement of a decision. Under the amendment, after the Administrator issues a decision and offer of settlement to the claimant, **both** the claimant **and** the Attorney General are given the opportunity to accept or reject the Administrator's decision. (*See* Comm. of Conf. Report on HB-2, June 19, 2025, § 439 (Exhibit 1).) Absent **mutual** agreement to accept the decision, the claim is deemed withdrawn and the claimant is ejected from the Settlement Fund process. (*See id.*) Previously, the Administrator, and the Administrator alone, spoke for the State in rendering a decision proposing settlement and no other government official or court could veto or overturn that decision.

78. The late hour at which these material changes to the Settlement Fund Act were introduced, and the rushed and hidden manner of their introduction—buried within a massive budget bill with many other interests at play and with looming deadlines (both for Settlement Fund claims, which must be filed by June 30, 2025, and for a new budget, which must be enacted before July 1, 2025) creating overwhelming pressure—suggests a furtive attempt to gut the Settlement Fund without public awareness or criticism.

V. CLASS ACTION ALLEGATIONS

79. Pursuant to N.H. Super. Ct. R. 16 and the common law of the State of New Hampshire, Plaintiffs herein bring all claims as class claims on behalf of themselves and the class proposed below.

80. Plaintiffs define the proposed class, utilizing the defined terms in the Act—“Administrator,” “Claim,” “Claimant,” and “YDC,” *see* RSA 21-M:11-a(I)(c), (d), (f), (m)—as follows:

All individuals who have timely filed a “claim” with the YDC Settlement Fund (i.e., all “claimants”) on or before June 30, 2025, under the version of the Settlement Fund Act effective as of June 14, 2024, or under any previous version of the same Act, who have agreed to suspend or stay the simultaneous pursuit of any legal claims in court, and who have not yet received a final decision from the “administrator” and had thirty days to decide whether to accept or reject the final decision in settlement of the class member’s claims.

81. The proposed class of YDC claimants is so numerous that joining all of them is impracticable. The undersigned counsel alone represents well over 1,000 claimants with claims in the YDC Settlement Fund as of June 26, 2025, who have stipulated to stays of their individual lawsuits against the State, and who have not yet received a final decision from the Administrator, much less have accepted or declined the Administrator’s offer of settlement on behalf of the State. On information and belief, there are hundreds of other claimants in the proposed class who are represented by other counsel or are unrepresented.

82. As detailed above, common questions of both law and fact predominate over the class as a whole and any questions affecting only individual members. A sample of common mixed questions of law and fact include, among others:

- a. Whether the State’s original passage of the Settlement Fund Act, as amended in 2023 and 2024, constitutes an offer to arbitrate the abuse claims of former YDC residents under the terms of the Settlement Fund, as they existed before the July 1, 2025, effective date of the challenged amendments;

- b. Whether a claimant’s filing of a Settlement Fund claim, coupled with their agreement to stay all claims filed in court, constitutes acceptance of the State’s offer and forms an agreement to arbitrate pursuant to the terms of the Settlement Fund as it existed before the July 1, 2025, effective date of the challenged amendments, revocable only by the claimant’s withdrawal from the Settlement Fund;
- c. Whether the appointment of an independent and impartial decisionmaker was a material term of the arbitration agreements between claimants and the State;
- d. Whether such agreement to arbitrate is a vested right of each claimant in the proposed class;
- e. Whether claimants in the proposed class have fulfilled their obligations under the agreement to arbitrate;
- f. Whether the State received valuable consideration in exchange for its offer of arbitration pursuant to the terms of the Settlement Fund as it existed before the July 1, 2025, effective date of the challenged amendments.
- g. Whether the State’s implementation of the challenged amendments in HB-2—namely, replacing the independent and neutral Administrator with a political appointee who serves at the pleasure of the Governor, and giving the Attorney General, through his designee, the power to veto the Administrator’s decisions—constitutes a material breach of the agreements to arbitrate between claimants and the State;
- h. Whether the challenged amendments in HB-2 will have a retroactive effect on the claimants in the proposed class;
- i. Whether the State’s implementation of the challenged amendments in HB-2—namely, replacing the independent and neutral Administrator with a political appointee who serves at the pleasure of the Governor, and giving the Attorney General, through his designee, the power to veto the Administrator’s decisions—constitute “substantial impairments” of claimants’ agreements with the State;
- j. Whether the challenged amendments in HB-2 are “reasonable and necessary” to serve an “important public purpose”;
- k. Whether the challenged amendments in HB-2 create two disparate classes of Settlement Fund claimants;
- l. Whether intermediate scrutiny should apply to the equal protection claims asserted by Plaintiffs and all claimants in the proposed class;

- m. Whether the State’s purpose in amending the Settlement Fund is “reasonable, not arbitrary,” and bears a “fair and substantial relation” to a legitimate public purpose.

83. The claims of the Plaintiffs are typical of the claims of the class. Like all claimants in the proposed class, Plaintiffs (a) have filed Settlement Fund claims in reliance upon the Settlement Fund that existed before passage of the amendment; (b) have agreed to stay their individual lawsuits pending resolution of their Settlement Fund claims; (c) have not yet received a final decision from the Administrator; and (d) are negatively affected by the challenged amendments to the Settlement Fund Act because the amendments abrogate their rights to have their claims decided by an independent and neutral decisionmaker and to have the Administrator’s final decision be binding on the State with no veto power by the Attorney General.

84. Plaintiffs will fairly and adequately protect the interests of the class.

85. A class action is superior to any other available methods for the fair and efficient adjudication of the issues presented.

86. The attorneys for the Plaintiffs have considerable experience in handling class actions and will adequately represent the interests of the class. On information and belief, the attorneys for the Plaintiffs already represent most of the claimants in the proposed class (over 1,000 claimants).

VI. CAUSES OF ACTION

COUNT I

Breach of Contract

87. Plaintiffs incorporate by reference and reallege the foregoing allegations as if fully set forth herein.

88. The State of New Hampshire offered an alternative dispute resolution process to the victims of child abuse at the YDC through the passage of the Settlement Fund Act, RSA 21-M:11-a, originally effective May 27, 2022, as amended July 1, 2023, and June 14, 2024.

89. The New Hampshire legislature declared the Settlement Fund Act “the state’s offer to resolve completely and finally all of the former YDC resident’s claims through the claims process established.” RSA 21-MA:11-a(VII)(d). The Act provided that “[b]y filing a claim, the claimant agrees that he or she will participate in the claims process, and, if the claimant accepts the administrator’s determination on the claim, such acceptance shall be the final and binding settlement of all claims in accordance with subparagraph IX(a), even if the claimant does not receive any payment from the fund.” *Id.* The State induced participation by promising that its settlement process would be “victim-centered” and “trauma informed.” RSA 21-M:11-a, IX(a).

90. To accept the State’s “offer” to its “victim-centered, trauma informed” settlement process, a former YDC resident who had suffered abuse as a child in custody at the YDC was required to submit a claim with the Settlement Fund. Under the express terms of the Settlement Fund Act, when a former YDC resident files a claim, that act constitutes acceptance of the State’s offer and forms an agreement to arbitrate the claimant’s claim. *See id.* (“The submission of a claim shall constitute an agreement in writing to submit the claim to arbitration as provided in RSA 542:1.”).

91. Plaintiffs, like all claimants in the proposed class, have filed claims with the Settlement Fund, thereby accepting the State’s offer and entering into a binding agreement to arbitrate their claims with the State pursuant to the express terms of RSA 21-MA:11-a(VII)(d). *See Opinion of the Justices (Furlough)*, 135 N.H. 625, 630 (1992) (“[W]hen the language and

circumstances evince a legislative intent to create private rights of a contractual nature enforceable against the State,' the 'statute is itself treated as a contract.'") (quoting *United States Trust Co. v. New Jersey*, 431 U.S. 1, 17 n.14 (1977)).

92. Through the Settlement Fund created by the Settlement Fund Act, the State receives valuable consideration for their bargain. In addition to the mutual benefits received by both the State and the claimants (e.g., a streamlined, faster, more efficient and cost-effective procedure for resolving legal claims), the agreement also requires all claimants to surrender important rights, including at least suspending their right to pursue relief in a judicial forum. *See* RSA 21-M:11-a, VII(e) (requiring each claimant to "execute appropriate agreements or motions to stay any pending proceedings related to the claims that are or could have been brought under the settlement fund as a condition to processing claims...").

93. Plaintiffs, like all claimants in the proposed class, have fulfilled their obligations under their agreements with the State. Plaintiffs, like all claimants in the proposed class, have filed Settlement Fund claims and have suspended the simultaneous pursuit of their claims in court, including by staying all litigation of claims that are or could have been brought under the Settlement Fund.

94. The State, on the other hand, after lying in wait until the deadline to file a Settlement Fund claim had effectively expired, then passed a retroactive amendment to the Settlement Fund Act that, if implemented, will fundamentally change the bargain struck between the Plaintiffs (and the class of claimants they propose to represent) and the State.

95. In particular, the amendments to the Settlement Fund Act empower the governor, with the consent of the executive council, to remove the Administrator, at any time and for any reason or no reason at all. (*See* Exhibit 1, highlighted section 437) Further, the amendments

allow the governor to replace the Administrator with a political appointee who will serve “at the pleasure of the governor.” (*Id.*) The amendment changes the role of Administrator from a neutral and disinterested decisionmaker appointed by the Supreme Court, and only removable by the Supreme Court upon a finding of “good cause,” into an interested agent of the State, the primary defendant in the YDC litigation the Settlement Fund seeks to resolve. (*Compare* RSA 21-M:11-a, III, *with* Comm. of Conf. Report on HB-2, June 19, 2025, § 437 (Exhibit 1).)

96. Additionally, the amendments provide the Attorney General, through his designee, with the power to reject the Administrator’s decision, in contravention of the existing version of the Settlement Fund Act, which gives that power solely to the claimant. (*Compare* RSA 21-M:11-a, IX(e) (June 14, 2024), *with* Comm. of Conf. Report on HB-2, June 19, 2025, § 439 (Exhibit 1).) This provision effectively gives the Attorney General veto power over the Administrator, fundamentally changing the nature of the agreements entered into between claimants and the State.

97. In making these changes to the Settlement Fund Act, the amendments give the State (the alleged abuser of the claimants) the unilateral ability to decide what to pay the victims of abuse at YDC, the very opposite of a fair process.

98. The amendments are a fundamental betrayal of material terms of the agreements entered into between the State and the two named Plaintiffs, as well as the class of over 1,000 proposed claimants they seek to represent.

99. Plaintiffs, and each claimant in the proposed class, have suffered cognizable injury by virtue of the passage of the amendments. *See Avery v. Comm’r, N.H. Dept. of Corr.*, 173 N.H. 726, 738 (2020) (“A party to a contract has a cognizable interest in having the

contract's promises performed, and an alleged breach constitutes a legal injury to that interest sufficient to confer standing.").

100. Absent specific performance to enforce the State's promise to provide an arbitration process presided over by an independent and neutral decision maker, with the power to reject the Administrator's decisions residing solely with the claimants, or an injunction barring implementation of the two challenged amendments, Plaintiffs, and each member of the class they propose to represent, will suffer real, actual, and consequential damages.

COUNT II

Declaratory Judgment

Unconstitutional Impairment of Contract Article I, Section 10 of the United States Constitution and Part I, Article 23 of the New Hampshire Constitution

101. Plaintiffs incorporate by reference and reallege the foregoing allegations as if fully set forth herein.

102. RSA 491:22, I provides that: "Any person claiming a present legal or equitable right or title may maintain a petition against any person claiming adversely to such right or title to determine the question as between the parties, and the court's judgment or decree thereon shall be conclusive."

103. Part I, Article 23 of the New Hampshire Constitution provides: "Retrospective laws are highly injurious, oppressive, and unjust. No such laws, therefore, should be made, either for the decision of civil causes, or the punishment of offenses."

104. Part I, Article 23's proscription duplicates the protections found in the contract clause of the United States Constitution. *Cloutier v. State*, 163 N.H. 445, 452 (2012).

105. The New Hampshire Supreme Court therefore understands “article I, section 10 [of the Federal Constitution] and part I, article 23 [of the State Constitution] to offer equivalent protections where a law impairs a contract, or where a law abrogates an earlier statute that is itself a contract.” *Tuttle v. N.H. Medical Malpractice Joint Underwriting Association*, 159 N.H. 627, 641 (2010).

106. In order to demonstrate a violation of Part I, Article 23 and Article I, Section 10, Plaintiffs must demonstrate (1) the existence of a contractual relationship, (2) a retroactive change in the law impairs that contractual relationship, and (3) the impairment is substantial. *Id.*

107. If Plaintiffs demonstrate the elements set forth above, the burden shifts to the State to defend the constitutionality of the law by proving that it is “reasonable and necessary” to serve an “important public purpose.” *Id.* at 653, 656. “Where the State is itself a party to the contract, heightened review is warranted and courts generally accord minimal deference to legislative acts affecting such contracts.” *Id.* at 654.

108. *First*, as alleged in Count I, Plaintiffs, and all the claimants they propose to represent, have binding contracts with the State and their right to the Settlement Fund procedures that existed before the effective date of the amendment have vested. By filing a claim in the Settlement Fund, claimants in the proposed class, including Plaintiffs, entered into binding written agreements with the State allowing them to submit their claims for sexual and other abuse at the YDC to “arbitration as provided in RSA 542:1.” *See* RSA 21-M:11-a, VII(d); *see also Opinion of the Justices (Furlough)*, 135 N.H. at 630. The only contingency that might arguably prevent claimants’ rights from vesting is the requirement that each claimant stay their respective lawsuits. As Plaintiffs, and all claimants in the proposed class, have agreed to

stipulations staying their individual lawsuits, no contingency remains and the State has received valuable consideration for its bargain.

109. Under RSA 542:1, an agreement in writing to submit any existing claim to arbitration is “valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.” No such grounds (i.e., fraud, duress, unconscionability, lack of capacity, waiver, or mutual agreement to rescind) exist for revoking or rescinding the arbitration agreements agreed to between Plaintiffs and the State.

110. *Second*, both challenged amendments—i.e., Section 437 of the Committee of Conference Report on HB-2 (the amendment giving the Governor the power to replace the independent and neutral Administrator with a political appointee who serves at the pleasure of the Governor), and Section 439 of the same Report (the amendment giving the Attorney General, through his designee, the power to veto the Administrator’s decisions)—are retroactive changes to the Settlement Fund Act that impair the contractual relationships between the State and all claimants, including the Plaintiffs and the claimants in the proposed class.

111. Under the Settlement Fund as agreed to by Plaintiffs, and all claimants in the proposed class, the State promised claimants that their claims would be decided by an “independent, neutral” Administrator, RSA 21-M:11-a, I(a), appointed by the Supreme Court and serving as an employee of the judicial branch who could only be removed by the Supreme Court for “good cause.” RSA 21-M:11-a, III. In public comments, the Attorney General was clear that impartiality was an important factor in selecting the right Administrator. *See AG and Claimants’ Counsel Propose YDC Claims Administrator*, N.H. Dep’t of Justice Press Release, Oct. 4, 2022 (quoting Attorney General Formella: “We are confident that, if appointed, Chief Justice Broderick will serve as a thoughtful, impartial, and empathetic Administrator.”). An

independent and neutral decisionmaker is also consistent with the common understanding of what it means to submit a claim to arbitration. The State's agreement with claimants also provided that only the claimants could reject the Administrator's decisions. Otherwise the Administrator's decision would be final and could not be vetoed by any other officer of the government.

112. The amendments abrogate foundational components of the Settlement Fund agreements between claimants and the State. The Governor will wield extraordinary influence and power over the Administrator. Under the amendments, the Governor can remove the current Administrator (and any subsequently appointed administrator) at any time for any reason and replace him with an executive branch employee who would report directly to the Governor or the Governor's designee, and who would serve "at the pleasure" of the Governor. Moreover, the Governor controls "the salary, benefits, and expenses of the Administrator and any necessary support staff" as well as their office space.

113. Through these means, the Governor will be empowered to control the administration of the Settlement Fund. If that were not enough, the Attorney General, through the second challenged amendment, gains the authority to wield veto power over the Administrator. To the extent the Administrator resists such controls, the Governor is further empowered to remove the Administrator and replace them with another executive branch employee who is more obedient. The promise of an "independent" and "neutral" Administrator will be rendered illusory.

114. *Third*, the impairment is substantial. Giving the Governor the power to remove the current, independent Administrator and replace him with a political appointee who will be beholden to the Governor fundamentally alters the Settlement Fund, as does the provision giving

the Attorney General veto power. *See Tuttle*, 159 N.H. at 651 (retroactive law substantially impairs contract rights where it “chang[es] the very nature of the contracts”). The amendments effectively allow the State—the same State that is the defendant in the claimants’ lawsuits—to determine how much compensation the claimants are entitled to under the Settlement Fund. The obvious intended result is to drive down the value of Settlement Fund claims. In fact, such drastic changes to the functioning of the Settlement Fund suggest that the Governor, the Attorney General, and the lawmakers behind the amendments are intent on destroying the Settlement Fund altogether.

115. Plaintiffs, and the class of claimants they propose to represent, all relied on the State’s promise of an “independent” and “neutral” decisionmaker. It is important to remember that the State itself—which bore fiduciary and other duties to the children in its custody—is the party responsible for the abuse of the children who are now adult claimants. Plaintiffs and most other claimants would never have filed a claim in the Settlement Fund and agreed to stay their individual lawsuits had they known that the State (the very party they hold responsible) would replace the independent and impartial Administrator with an interested political appointee. Once the Governor removes the independent and impartial Administrator, it is predictable that the breach of trust will cause many if not most claimants to withdraw their claims lest they be judged by their abuser.

116. The claimants also relied on the promise that they alone would decide whether to accept the Administrator’s decision. Had they known that the Attorney General would be empowered to arbitrarily take away any award they might receive, they likely would never have bothered to put themselves through the burden and trauma of filing a claim and pursuing it in the Settlement Fund.

117. *Fourth*, the amendments are not “reasonable and necessary” to serve an “important public purpose.” The amendments were introduced in the eleventh hour of the legislature’s consideration of the biennial budget bill for fiscal years 2026-2027, HB-2. With an impending deadline of June 30, 2025, to file a claim, the first offending amendment was not revealed until June 2, 2025, and the second offending amendment was revealed on June 18, 2025. Both amendments were quickly pushed to passage on June 26, 2025, without any public comment or debate. The sponsors and supporters of the amendments made no public statements regarding the amendments, and there is no legislative history revealing any public purpose for either amendment. The effective date of both amendments is July 1, 2025.

118. The reason for the amendments, however, is obvious to government watchers: a tighter budget season has caused the Governor and lawmakers to look for cost savings. The Settlement Fund proved a too-tempting target for savings, even after an audit of the administration of the Settlement Fund conducted by the OLBA found that the Administrator and his staff are in full compliance, faithfully following the Settlement Fund Act and the implementing Claims Process and Guidelines. (*See Exhibit 2.*)

119. Fiscal pressure is not by itself constitutionally sufficient justification for the State’s impairment of vested contracts. *See Tuttle*, 159 N.H. at 654 (“[F]inancial necessity, though superficially compelling, has never been sufficient of itself to permit states to abrogate contracts.”) (internal quotation omitted). This is especially true where, as here, the State is self-interested and intends to abrogate its own contracts, which it no longer wishes to honor. *See id.*; *Opinion of the Justices (Furlough)*, 135 N.H. at 635 (“When a State itself enters into a contract, it cannot simply walk away from its financial obligations”).

120. Accordingly, for the above reasons, the amendments are unconstitutional under Part I, Article 23 of the New Hampshire Constitution and Article 1 Section 10 of the United States Constitution and cannot be applied retroactively to Plaintiffs', and all claimants', Settlement Fund claims.

COUNT III

Declaratory Judgment

Violation of Equal Protection Amendment 14 of the United States Constitution and Part I, Articles 2 and 12 of the New Hampshire Constitution

121. Plaintiffs incorporate by reference and reallege the foregoing allegations as if fully set forth herein.

122. Part I, Articles 2 and 12 of the New Hampshire Constitution, as well as the 14th Amendment to the United States Constitution, guarantee the right to equal protection. The New Hampshire Supreme Court has held that “the equal protection guarantee is ‘essentially a direction that all persons similarly situated should be treated alike.’” *In re Sandra H.*, 150 N.H. 634, 637 (2004) (quoting *Cleburne v. Cleburne Living Center, Inc.*, 473 U.S. 432, 439 (1985)).

123. “In considering an equal protection challenge under our State Constitution, [the Court] must first determine the appropriate standard of review by examining the purpose and scope of the State-created classification and the individual rights affected.” *Id.* (quotation omitted). As relevant here, “[c]lassifications involving important substantive rights” trigger “intermediate review.” *Id.* at 638 (quotation omitted); *see also id.* (noting that New Hampshire courts “have applied this ‘intermediate review’ to a broader category of rights than do the federal courts”).

124. “[I]ntermediate scrutiny under the State Constitution requires that the challenged legislation be substantially related to an important governmental objective.” *Cnty. Res. for Justice, Inc. v. City of Manchester*, 154 N.H. 748, 762 (2007). “The burden to demonstrate that the challenged legislation meets this test rests with the government.” *Id.* “To meet this burden, the government may not rely upon justifications that are hypothesized or ‘invented *post hoc* in response to litigation,’ nor upon ‘overbroad generalizations.’” *Id.* (quoting *United States v. Virginia*, 518 U.S. 515, 553 (1996)).

125. The amendment to HB-2 creates two classes of YDC claimants: those who filed a claim and received an award from the impartial Administrator they were promised, and those who filed a claim but had not yet received an award before the effective date of the amendment, July 1, 2025.

126. Both classes filed their claims under the prior version of the Settlement Fund Act, as all YDC victims were required to submit their claims by June 30, 2025, in order for their claims to be considered. Thus, there is no substantive difference between the two classes, only Defendants’ disparate treatment of them.

127. The right to recover for personal injuries is an important substantive right. *See Brannigan v. Usitalo*, 134 N.H. 50, 54 (1991). Defendants promised *all* YDC victims a certain remedy—arbitration before an impartial Administrator. The amendment interferes with that remedy, which is a vested right as articulated above in Counts I and II. Therefore, Defendants’ interference with Plaintiffs’ important substantive rights triggers intermediate scrutiny. *See Pet. of DCYF*, 175 N.H. 596, 601 (2023) (“Because the right to tort recovery is an important substantive right, we employ the intermediate scrutiny test” (citation omitted)).

128. Defendants have offered no important governmental objective for the sudden creation of a second, disfavored class of Settlement Fund claimants. Indeed, as noted above in Count II, the amendment was introduced and passed without any public comment or debate, and the sponsors and supports of the amendment have made no public statements regarding the amendment or its objectives. There is also no legislative history revealing any public purpose. Further, the recent audit of the Administrator’s operation of the Settlement Fund revealed no mismanagement that would justify restructuring the claims process. (*See* Exhibit 2.)

129. Given the absence of any stated objective, one can assume from recent reporting on the contentious budget process that the true purpose of the amendment is to lessen the State’s financial burden in the YDC cases. However, the “effect on the public treasury is not, in and of itself, a legitimate justification for depriving injured parties of a remedy.” *City of Dover*, 133 N.H. 109, 118 (1990); *see also Tuttle*, 159 N.H. at 654.

130. The State cannot meet its burden of demonstrating that the amendment, and consequently the creation of two classes of YDC victims, is “substantially related to an important governmental objective.” *Cnty. Res. for Justice, Inc.*, 154 N.H. at 762. Because the amendment does not survive intermediate scrutiny, it must be struck down as a violation of equal protection.¹⁸

WHEREFORE, the Plaintiffs respectfully request that this Court:

- A. Enter an Order certifying the class proposed herein;
- B. Enter an Order declaring that Defendants’ enforcement of the two challenged amendments to the Settlement Fund Act, sections 437 and 439 of the Committee of Conference Report on HB-2, June 19, 2025, would constitute material breaches of the

¹⁸ Plaintiffs expressly reserve their right to amend this Complaint to add further causes of action. In particular, Plaintiffs believe that enforcement of the amendments challenged by this class action lawsuit also violate Plaintiffs’ and class members’ federal and State constitutional rights to procedural and substantive due process.

contracts alleged herein between the State and the Plaintiffs and all claimants in the proposed class;

- C. Enter an Order declaring that Defendants' enforcement of the two challenged amendments to the Settlement Fund Act, sections 437 and 439 of the Committee of Conference Report on HB-2, June 19, 2025, as applied to the contracts alleged herein between the State and the Plaintiffs and all claimants in the proposed class, would constitute violations of Part I, Article 23 of the New Hampshire Constitution and Article I, Section 10 of the United States Constitution;
- D. Enter an Order declaring that Defendants' enforcement of the two challenged amendments to the Settlement Fund Act, sections 437 and 439 of the Committee of Conference Report on HB-2, June 19, 2025, as applied to the contracts alleged herein between the State and the Plaintiffs and all claimants in the proposed class, would constitute violations of Part I, Articles 2 and 12 of the New Hampshire Constitution and the Fourteenth Amendment of the United States Constitution;
- E. Enter an *ex parte* temporary restraining order barring Defendants from enforcing the two challenged amendments to the Settlement Fund Act;
- F. After a hearing, enter a preliminary injunction enjoining Defendants from enforcing the two challenged amendments to the Settlement Fund Act;
- G. Enter an Order granting specific performance barring Defendants from enforcing the two challenged amendments to the Settlement Fund Act and/or permanently enjoining Defendants from enforcing the two challenge amendments to the Settlement Fund Act;
- H. Enter an Order awarding plaintiffs their attorney's fees and costs;
- I. Enter Judgment in favor of Plaintiffs and the proposed class on Counts I, II, and III; and
- J. Grant such further relief as the court deems just and equitable.

Dated: June 27, 2025

Respectfully submitted,

**PLAINTIFFS ANDREW FOLEY,
RONALD “CHUCK” MILES, and
JANE DOE #231 (on behalf of themselves
and all those similarly situated)**

By their attorneys,

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

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CERTIFICATE OF SERVICE

I certify that on June 27, 2025, 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 (email addresses) in this case.

/s/ David A. Vicinanza

David A. Vicinanza, Esq.

EXHIBIT 1

June 19, 2025
2025-2871-CofC
08/09

1 Committee of Conference Report on HB 2-FN-A-LOCAL, relative to state fees, funds, revenues, and
2 expenditures.

3

4 Recommendation:

5 That the House recede from its position of nonconcurrence with the Senate amendments, and
6 concur with the Senate amendments, and

7 That the Senate and House adopt the following new amendment to the bill as amended by the
8 Senate, and pass the bill as so amended:

9

10 Amend the bill by replacing all after the enacting clause with the following:

11

12 1 New Paragraphs; Fish and Game; Endangered Species Conservation Act; Definitions. Amend
13 RSA 212-A:2 by inserting after paragraph V the following new paragraphs:

14 VI. "Commissioner" means the commissioner of the department of environmental services.

15 VII. "Department" means the department of environmental services.

16 2 Fish and Game; Endangered Species Conservation Act; Conservation Program. Amend RSA
17 212-A:9 to read as follows:

18 212-A:9 Conservation Programs.

19 I. The executive director shall establish such programs, including acquisition of land or
20 aquatic habitat or interests therein, as are deemed necessary for the conservation of endangered or
21 threatened species. The executive director shall utilize all authority vested in the fish and game
22 department to carry out the purposes of this section.

23 II. In carrying out programs authorized by this section the executive director shall consult
24 with other states having a common interest in particular threatened or endangered species of
25 wildlife and may enter into agreements with federal agencies, other states, political subdivisions of
26 this state or private persons with respect to programs designed to conserve endangered or
27 threatened species of wildlife including, where appropriate, agreements for administration and
28 management if any are established under this section or utilized for conservation of endangered or
29 threatened species of wildlife.

30 III. All other state departments and agencies, to the extent possible, consistent with their
31 authorities and responsibilities, shall ~~[assist and cooperate with the executive director in the~~
32 ~~furtherance of the purposes of this chapter for the conservation of endangered or threatened species.~~
33 ~~They shall]~~ take such action as is reasonable and prudent to ~~[insure]~~ **ensure** that actions authorized,
34 funded, or carried out by them do not appreciably jeopardize the continued existence of such species

Committee of Conference Report on HB- 2-FN-A-LOCAL
- Page 152 -

1 Notwithstanding any other provision of law to the contrary the following shall be assigned for
2 use by the speaker of the house and the president of the senate:

3 I. [The] *Any* legislative parking facilities, *including but not limited to the legislative*
4 *parking garage on Storrs Street, the legislative office building parking garage, the*
5 *legislative parking garage at 33 Capitol Street, the legislative parking lot at 33 Green*
6 *Street, and 7 spaces in the parking lot on the north side of the state library at 20 Park*
7 *Street;*

8 II. The legislative office building and Upham-Walker house; [~~and~~]

9 III. All rooms and other spaces of the state house with the exception of those areas under
10 the use and control of the executive branch, including the governor's offices, the executive council
11 chamber and offices, and the secretary of state's offices;

12 *IV. All rooms and other spaces of the state house annex designated and assigned for*
13 *use by the speaker of the house and the president of the senate, including but not limited to*
14 *the west wing of the second floor; and*

15 *V. All rooms and other spaces on the western side of the first and second floor of the*
16 *legislative offices at Granite Place located at 1 Granite Place South.*

17 **437 Youth Development Center Claims Administrator. Amend RSA 21-M:11-a, III to read as**
18 **follows:**

19 **III. There is further established in the [~~judicial~~] *executive* branch a temporary full-time or**
20 **part-time position known as the youth development center claims administrator, to be appointed by**
21 **the [~~supreme court~~] *governor with the consent of the executive council.* A part-time**
22 **administrator may maintain a private, unrelated mediation or legal practice apart from the duties as**
23 **administrator notwithstanding any other provision of rule or law to the contrary. The [~~supreme~~**
24 **court] *governor, with the consent of the executive council,* shall appoint an administrator**
25 **agreed to by the attorney general and counsel for claimants. If the attorney general and counsel for**
26 **claimants are unable to agree upon an administrator, the [~~supreme court~~] *governor, with the***
27 ***consent of the executive council,* shall select the administrator from the candidates submitted to**
28 **the court by the attorney general and counsel for claimants, not later than 30 days following the**
29 **court's receipt of the candidates. The attorney general and counsel for claimants shall each submit**
30 **two candidates, not later than 30 days following the joint fiscal committee's approval of the claim**
31 **process and guidelines as provided in paragraph IV. The administrator shall receive compensation**
32 **at no more than the rate of salary of an active superior court justice and shall, if working full-time,**
33 **receive the same benefits as other [~~non-judicial employees of the judicial~~] *executive* branch**
34 ***employees.* If working part-time, the administrator shall receive compensation at no more than the**
35 **equivalent per diem rate of an active superior court justice, provided that in any calendar year, the**
36 **administrator shall not receive more in total compensation than that received by an active superior**
37 **court justice. The [~~judicial~~] *executive* branch shall provide the administrator and any necessary**

Committee of Conference Report on HB- 2-FN-A-LOCAL
- Page 153 -

1 support staff with office space. The salary, benefits, and expenses of the administrator, and any
2 necessary support staff, shall be paid from the fund. The administrator shall report to the ~~chief~~
3 ~~justice of the supreme court or the chief justice's designee~~ **governor or the governor's designee**
4 for employment-related purposes, but the ~~supreme court~~ **governor** shall have no authority to
5 review the administrator's decisions. At such time as the administrator's duties are concluded, or at
6 such time as full-time service by the administrator is no longer needed to carry out the
7 administrator's duties, the ~~supreme court~~ **governor** shall either eliminate the administrator's
8 position or reduce it from a full-time to a part-time position as may be appropriate. The ~~supreme~~
9 ~~court~~ **governor** may remove the administrator ~~[if, after a request for removal received from the~~
10 ~~attorney general or claimants' counsel, or upon the court's own motion, the court determines that~~
11 ~~good cause for removal exists]~~ **at any time, as the administrator serves at the pleasure of the**
12 **governor.** Once appointed, the administrator shall process claims as provided herein and may
13 settle claims at such amounts as may be agreed upon between the AG designee and each claimant,
14 or at amounts which are determined by the administrator, giving due consideration to the guidelines
15 adopted by the joint fiscal committee as provided in paragraph IV.

16 438 Youth Development Center Claims Administration and Settlement Fund; Attorney's Fees;
17 Periodic Payment. Amend RSA 21-M:11-a, XV to read as follows:

18 XV. The administrator may approve all fees and costs of attorneys who represent claimants
19 in proceedings before the administrator. The administrator shall not approve any request of an
20 attorney for fees or costs which are not reasonable. The administrator shall not approve an
21 attorney's fee in excess of 33.33 percent of the amount of the award. All costs and attorney's fees
22 paid to a claimant's attorney shall be paid from the amount awarded to the claimant. ***Whenever the***
23 ***administrator determines that a claim shall be paid in periodic payments pursuant to***
24 ***subparagraph XII(a), the administrator shall require that any attorney's fee approved***
25 ***under this paragraph be paid in equal installments and over the same number of years as***
26 ***the periodic payment schedule that is applicable to the amount awarded to the claimant.***
27 ***The administrator shall add an interest assessment of 5 percent of the remaining unpaid***
28 ***amount of the fee per annum for each year of repayment, which shall be compounded***
29 ***annually.***

30 439 Youth Development Center Claims Administration and Settlement Fund; Time Period for
31 Acceptance of Administrator's Decision. Amend RSA 21-M:11-a, IX(e) to read as follows:

32 (e) Except in extraordinary cases, the administrator shall declare the resolution process
33 closed within 30 days of the resolution proceeding, during which the AG designee may file any
34 written submission related to the claim. The administrator shall issue a written decision to the
35 parties within 14 days of the conclusion of the resolution process. The administrator's decision
36 regarding the claim shall be final and non-appealable, and the provisions of RSA 542:8, RSA 542:9,
37 and RSA 542:10 shall not apply, provided, however, that either the claimant or the AG designee may

1 request the administrator to reconsider a decision on grounds that it contains mathematical
2 mistakes, miscalculations, or a scrivener's error. Such a request to reconsider a decision must be
3 made within 10 days of the issuance of the administrator's decision. ***Upon the expiration of the***
4 ***reconsideration period, the AG designee and the claimant shall have 30 days to accept or***
5 ***decline the administrator's decision regarding the claim. If the AG designee and claimant***
6 ***do not both affirmatively accept the administrator's decision within 30 days after the***
7 ***expiration of the reconsideration period, then the claim shall be deemed withdrawn, and***
8 ***the claimant shall retain the right to pursue their claim in a judicial or other forum.***

9 440 Youth Development Center Claims Administration and Settlement Fund; Reporting
10 Requirements. Amend RSA 21-M:11-a, XVI to read as follows:

11 XVI. The administrator, in consultation with the attorney general, shall [~~quarterly~~] submit
12 [a] ***an itemized*** report ***each month*** to the speaker of the house of representatives, the president of
13 the senate, the joint fiscal committee and the governor providing information as to the number and
14 nature of claims made and settled, the amounts requested and paid in settlement to date, the claim
15 amounts pending, an estimate of the likely amounts which will be approved and paid, the
16 administrative costs which have been paid, and an estimate of future administrative costs to be paid.
17 The report shall be structured to protect the privacy and anonymity of the claimants. The attorney
18 general shall also post the report on the department of justice's public website. ***The joint fiscal***
19 ***committee may require the administrator to submit additional reports, with such***
20 ***additional information that the committee may determine to be necessary, at the***
21 ***committee's discretion, provided that such additional reports shall be structured to protect***
22 ***the privacy and anonymity of the claimants.***

23 441 New Paragraph; Definition; Vested. Amend RSA 100-A:1 by inserting after paragraph
24 XXXVII the following new paragraph:

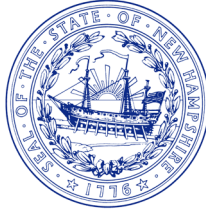
25 XXXVIII. "Vested" means that a member is eligible for a benefit after 10 years of service.
26 The calculations of earnable compensation under RSA 100-A:1, XVII, and average final
27 compensation under RSA 100-A:1, XVIII, shall not be reduced after 10 years of service.

28 442 Earnable Compensation. Amend RSA 100-A:1, XVII to read as follows:

29 XVII. "Earnable compensation" shall mean:

30 (a) For ***group I*** members who have attained vested status prior to January 1, 2012, the
31 full base rate of compensation paid, as determined by the employer, plus any overtime pay, holiday
32 and vacation pay, sick pay, longevity or severance pay, cost of living bonus, annual attendance
33 stipend or bonus, additional pay for extracurricular and instructional activities for full-time teachers
34 and full-time employees who are employed in paraprofessional or support position, additional pay for
35 instructional activities of full-time faculty of the community college system, and any military
36 differential pay, plus the fair market value of non-cash compensation paid to, or on behalf of, the
37 member for meals or living quarters if subject to federal income tax, but excluding other

EXHIBIT 2



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State of New Hampshire

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CHRISTINE L. YOUNG, CPA
Director, Audit Division
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June 6, 2025

The Honorable Kenneth Weyler, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

Dear Chairman Weyler and Members of the Committee,

This is our final report in response to the Fiscal Committee directive to review the finances and operations of the Youth Development Center Claims Administration and Settlement Fund (Settlement Fund). We provided our preliminary report on May 19 using Settlement Fund data as of March 31, 2025. In this report, we received, reviewed, and added about 8 more weeks of claims and expenditure data (reporting date is through May 23, 2025). Our executive summary remains unchanged. Again, we thank both the Youth Development Center Claims Administration Administrator and the New Hampshire Attorney General for their timely cooperation.

This review was not an audit conducted in accordance with *Government Auditing Standards*, but is research as specified in RSA 14:31, III. We believe this review contains sufficient information to help facilitate the Legislature's budgeting and oversight responsibilities. As a result of our work, we are providing the following: a summary of results, background information on the claims process, and answers to the Committee's questions from the April 18, 2025 Senate President's letter.

Sincerely,

A handwritten signature in blue ink that reads "Christine Young".

Christine Young, CPA
Director of Audits



The Senate of the State of New Hampshire

107 North Main Street, Concord, NH 03301-4951

April 18, 2025

Mr. Michael Kane
Legislative Budget Assistant
Office of Legislative Budget Assistant
State House Room 102
Concord, New Hampshire 03301

Dear Mr. Kane,

The Joint Legislative Fiscal Committee is requesting more information concerning the operations and finances of the New Hampshire Youth Development Center Claims Administration and Settlement Fund established in RSA 21 M:11-a. Pursuant to RSA 14:31, III, we are asking your office to conduct a comprehensive review of the finances and operations of this fund since its creation.

This review should include, but not be limited to, questions such as:

- Funds allocated to and paid from the fund each year;
- Claims filed each year;
- Claims accepted and reviewed each year;
- Claims settled each year including:
 - Amount of settlement,
 - Term of settlement,
 - Amount paid to attorneys per settlement,
 - Whether attorneys were paid in the same term as claimants,
- An amortization schedule of approved settlements over the remainder of the settlement terms including interest;
- Standard of evidence required; and
- Unsettled claims to date.

As you know, the fund administrator is requesting additional funds in order to continue its operation, which will be considered as part of the overall state budget. Accordingly, it is requested that you provide a preliminary report by May 19, 2025 and a final report by June 6, 2025.

Sincerely,

A handwritten signature in cursive script that reads "Sharon M. Carson".

Sen. Sharon Carson
Senate President

Executive Summary

System Of Controls Is Implemented

The Legislature established the Settlement Fund claim process with numerous controls to safeguard State resources while providing compensation to former residents who were found to have been abused at certain State facilities. The Legislature also approved the detailed policies and procedures on how the Settlement Fund should be administered by State officials and consultants. During our review of the Settlement Fund, co-managed by the Youth Development Center Claims Administration (YDCCA) Administrator and the Attorney General, we found the claims process was well-documented and appeared to operate in compliance with laws and policies.

Quarterly Reports Are Accurate

During our review of the finances and operations of the Settlement Fund, we verified the total of all claim payments reported in Settlement Fund Quarterly Reports agree to the claim payments reported in the State accounting system. We also verified a sample of claim payments were reviewed and approved by the YDCCA Administrator and Department of Justice (DOJ), and that payments agreed to the settlement awards. Each claim was handled by multiple State officials and consultants, which provided built-in supervision and segregation of duties throughout the processing of the claim. These controls provided a degree of assurance that the number, type, and amount of settlement awards were accurate.

Claims Data Tracking Processes

Claim data currently resides in two databases – MS Access and a claims management system (CMS) platform. YDCCA staff intend to migrate legacy data from the MS Access database to CMS in Fall 2025. Additionally, YDCCA and DOJ staff acknowledged the current process for monitoring settlement awards and payments through various MS Excel worksheets will not be sufficient to monitor the Settlement Fund and execute installment payments in the future. YDCCA staff reported exploring options to address the anticipated issue in collaboration with the DOJ.

Detailed Expenditure Data Tracking

Based on a review of allocation and payment data in the State's accounting system and detailed information tracked by either the YDCCA or DOJ, we were able to provide additional or more detailed information on the nature of the claims processed, on expenditure information related to claims and associated operational costs, and on the breakout of amounts paid to claimants and law firms for resolved claims. In addition, the DOJ tracks claims resolved with installment plans, including the breakout of the term for claimant payment and the term for legal fees to be made, which is described in this letter.

Background

RSA 21-M:11-a established the Settlement Fund on May 27, 2022, with a focus on developing an alternative resolution process to litigation that is both victim-centered and trauma-informed. YDCCA's mission is to "give life to the statutory language and guidelines, by providing trauma-informed processes and voluntary non-litigation resolution options for impacted former [Youth Development Center (YDC)] residents in a fair, efficient and victim-centered manner." Figure 1 on page 3 presents a timeline of events which had an impact on the Settlement Fund process over four State fiscal years (SFY).

Only "former YDC residents" who were personally subjected to sexual abuse or other abuse can file a claim. RSA 21-M:11-a, I(f) defines former YDC resident as "an individual who resided at the YDC *at any time*." [emphasis added] RSA 21-M:11-a, I(m) provides the following clarification for applicable YDC facilities:

...the Youth Development Center, as identified in RSA chapter 621, including its renamed or successor entity, the Sununu Youth Services Center, and any predecessor entity performing the function of housing or providing services to children who are the subject of delinquency proceedings, children in need of services proceedings, whether pre- or post-adjudication, including the State Industrial School, the Anna Philbrook Center, the Tobey Special Education School, as well as the temporary detention facility identified in RSA 621-A as the youth services center and also referred to at times as the youth detention services unit, YDSU, or the ADC.

Incarcerated Claimants

Some claimants are or have been in correctional facilities. The YDCCA, in collaboration with the New Hampshire Department of Corrections, ensure residents have the opportunity to file claims. The YDCCA keeps claimants' locations up to date so they can be reached during and after the claims process. Therefore, the number of claimants residing in a correctional facility changes daily. On May 28, 2025, there were 251 claimants in a correctional facility, of which 226 (90.0 percent) resided in New Hampshire.

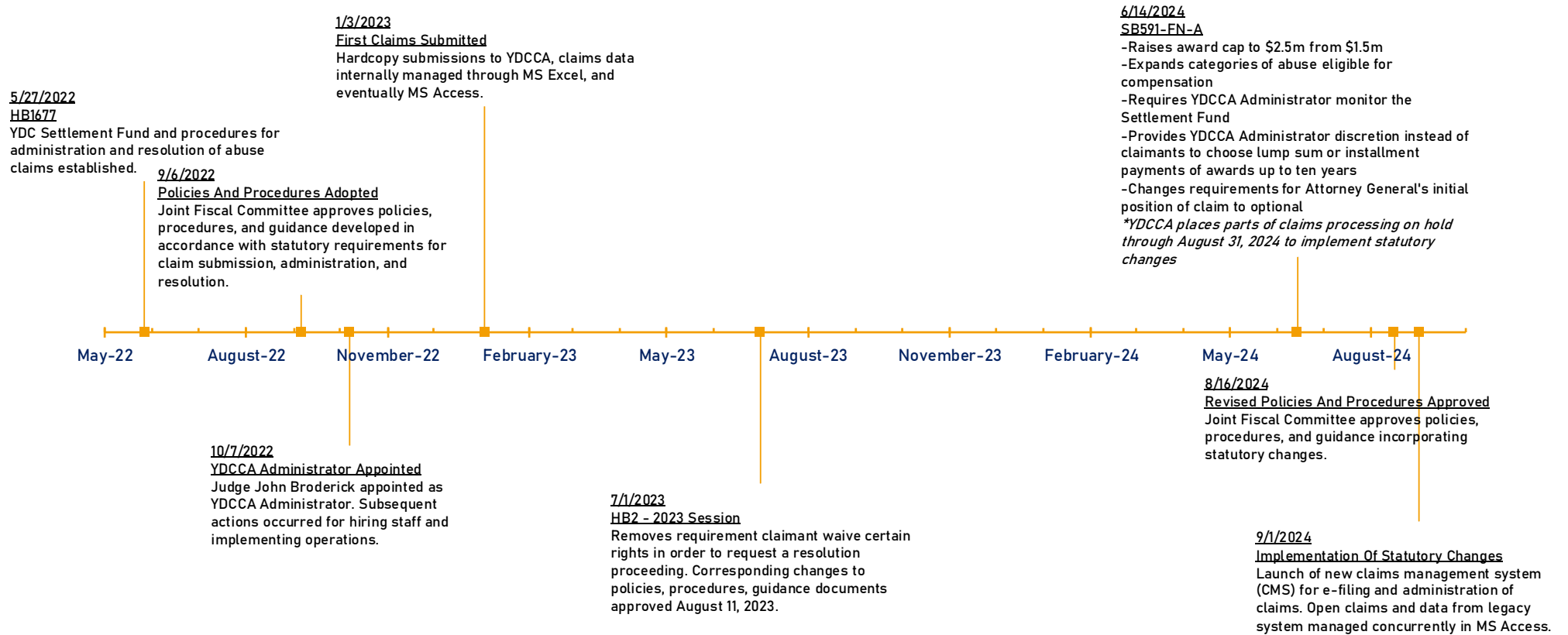
Period Of Allegations And Pending Litigation

According to the YDCCA Administrator, claimants who attended a resolution proceeding through April 2025 ranged in age from 19 to 78 years old. Allegations of abuse dated back to 1967 with more frequent allegations occurring in the 1980s and 1990s. As of May 23, 2025, there were 727 claims filed with a related litigation case. A *Notice of Filing of Claim and [Partial] Stay* is filed with the courts while claimants go through the YDCCA process. If claimants accept the Administrator's final decision, the claim is resolved, and pending litigation related to the allegations in the claim ends. Claimants who do not accept the decision may continue litigation.

Figure 2 on page 4 is an overview of the three stages of the current claims process after statutory changes took effect in June 2024.

Figure 1

Timeline Of Significant Events

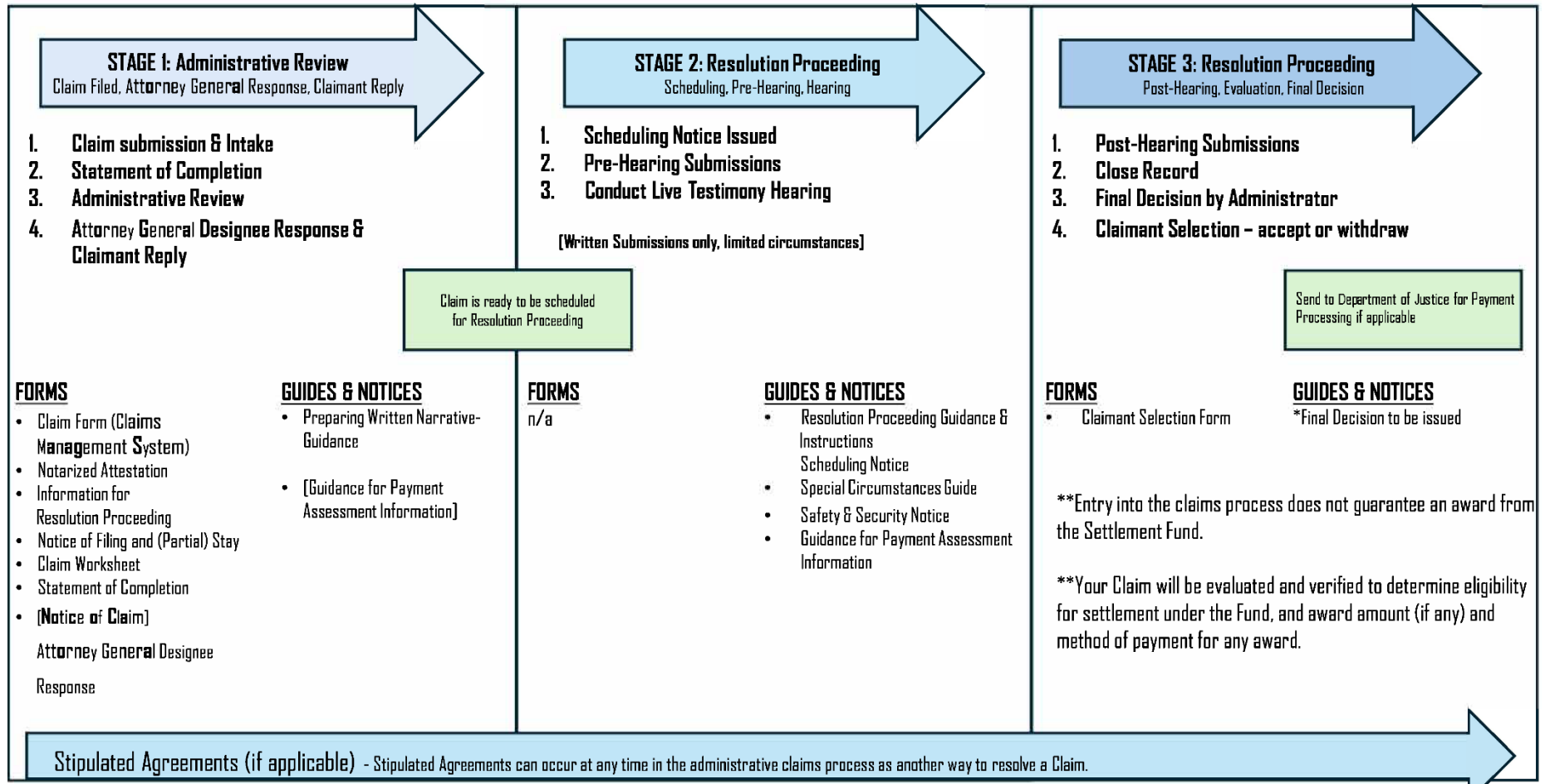


Source: LBA analysis of Settlement Fund activities.

Figure 2

Stages of the Claims Process

*Requirements of the administrative claims process for parties to follow are in **Legal Documents** posted on the Resources & Forms page of our website



Source: YDCCA website (<https://www.ydcclaims.nh.gov/resources-forms>) with minor LBA edits.

I. Funds Allocated To And Paid From The Fund Each Year

Table 1 shows Settlement Fund appropriations and expenditures. Other costs, such as salary and benefits for the Attorney General (AG) designee and Judicial Branch administrative support are not charged to the Settlement Fund. YDCCA administrative costs are reimbursed quarterly by the DOJ in accordance with law and a memorandum of understanding. DOJ administrative costs are 3.4 percent of total expenditures and YDCCA's are 2.3 percent. Settlement Fund appropriations are nonlapsing through June 30, 2032.

Table 1

**Settlement Fund Appropriations And Expenditures
As Of May 23, 2025**

	SFY 2023		SFY 2024		SFY 2025		Totals
Appropriations	\$100,000,000		\$60,000,000		\$5,000,000		\$165,000,000
Claim Payments ¹	1,670,000		71,333,000		56,841,983		129,844,983
Administrative Costs (<i>see below</i>)	255,828		3,505,534		4,027,013		7,788,375
Total Expenditures	\$1,925,828		\$74,838,534		\$60,868,996		\$137,633,358
Administrative Cost Details	DOJ	YDCCA	DOJ	YDCCA	DOJ	YDCCA	Totals
<i>Salaries And Benefits</i> ²	-	107,334	11,884	574,696	163,175	834,628	1,691,717
<i>Current Expenses</i> ³	-	12,054	-	118,166	81	56,259	186,560
<i>Verrill Dana LLP</i>	118,440	-	2,318,918	-	2,025,411	-	4,462,769
<i>Affiliated Monitors Inc.</i>	-	-	-	249,475	-	420,687	670,162
<i>Trauma Informed Professionals (2)</i>	-	-	-	200,725	-	512,227	712,952
<i>Other Consultants</i>	-	18,000	-	31,670	-	14,545	64,215
Total Administrative Costs	118,440	137,388	2,330,802	1,174,732	2,188,667	1,838,346	\$7,788,375

Notes:

¹ Does not include claims that have been settled but have yet to be paid from the Settlement Fund.

² Includes the contract for the YDCCA Assistant Administrator.

³ Includes miscellaneous expenditures such as rent, travel, telecommunications, and equipment.

Source: LBA review of the State accounting system and Statements of Appropriations.

II. Claims Filed Each Year

Table 2

**Number Of Claims Filed
As Of May 23, 2025**

SFY	Claims
2023	92
2024	460
2025	910
Total¹	1,462

Notes:

¹ Includes 34 claims dismissed for procedural reasons or withdrawn by claimant.

Source: YDCCA data.

III. Claims Accepted And Reviewed Each Year

Once a claim is filed, YDCCA performs an administrative review of the claim for initial eligibility and completeness. YDCCA assigns a “complete date” for eligible and complete claims and forwards all documentation to the AG designee at the DOJ for further processing. Table 3 shows the number of claims assigned a complete date each SFY. The remaining 408 claims filed during the same period had yet to be determined complete as of May 23, 2025.

Table 3

**Number Of Claims Assigned A Complete Date
As Of May 23, 2025**

SFY	Claims
2023	49
2024	339
2025	666
Total	1,054

Source: YDCCA data.

Notice Of Claim

Table 3 does not include claimants that have filed a *Notice of Claim* with the YDCCA and not a subsequent completed claim. As of May 23, 2025, 72 *Notices of Claim* were filed, of which 61 subsequently became filed claims, and 11 were still pending a claim filing. Per RSA 21-M:11-a, VIII(a), “a claimant shall have 60 days from the filing of a notice of claim to file a complete claim

form that includes all information the claimant wishes to submit to the administrator and states the amount of compensation sought by claimant.” Therefore, a *Notice of Claim* may be filed through June 30, 2025, and YDCCA could continue to receive complete claims through August 29, 2025.

The total number of potential claims will not be known until the YDCCA receives all *Notices of Claim* by the June 30 time limit. Neither will the total award amount claimants are seeking be known until the August 29 time limit. Once all completed claims are received, projected expenditures will continue to be estimates while claims are processed for resolution. As claims are resolved, actual expenditures will increase based on settlement awards made through the end of SFY 2025 and future fiscal years.

IV. Claims Settled Each Year Including:

A. Amount Of Settlement

As of May 23, 2025, 330 claims were settled for an average award amount of \$556,000 including interest. Table 4 includes award amounts also with interest for resolved claims by SFY with the portions of those paid or pending payment. Pending amounts include both lump sum and installment payments scheduled for SFY 2025 and future fiscal years. Figure 3 provides the range of award amounts including interest for claims settled.

Table 4

**Award Amounts Of 330 Resolved Claims
As Of May 23, 2025**

SFY	Award
2023	\$4,887,500
2024	90,740,000
2025 ¹	87,712,637
Total	\$183,340,137
<i>Awards Paid And Pending Payment</i>	
Paid	\$129,844,983
Pending	\$53,495,154 ¹

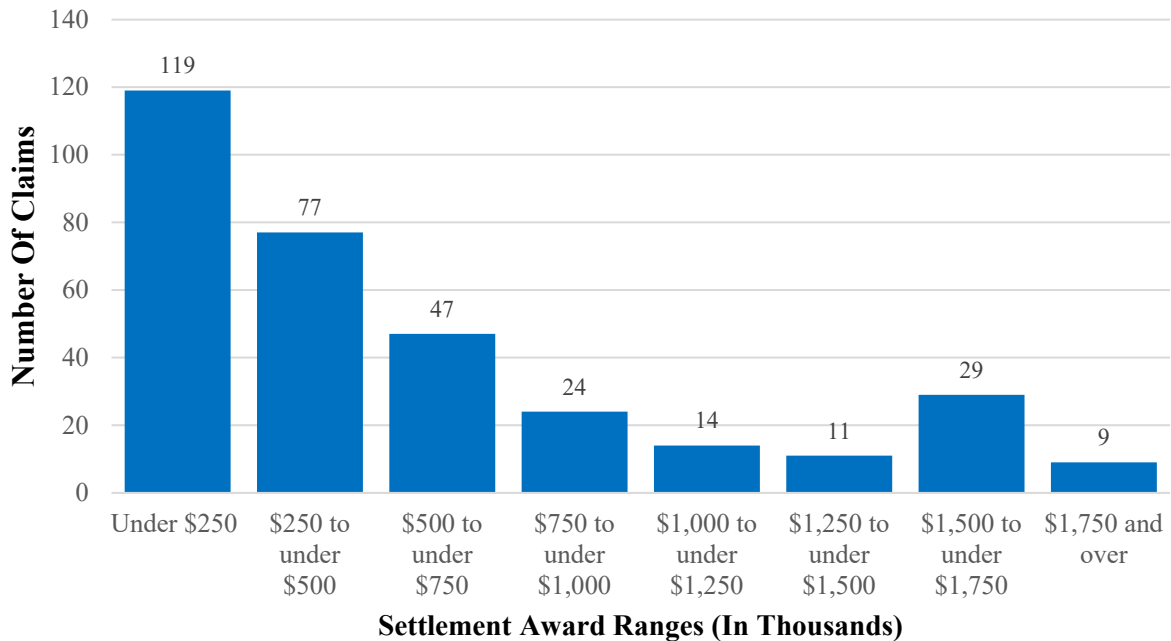
Notes:

¹ Includes installments to be paid in future fiscal years.

Source: LBA review of DOJ data, YDCCA data, and Statements of Appropriations.

Figure 3

**Range Of 330 Settlement Award Amounts
As Of May 23, 2025**



Note: Award amounts paid in installments include interest.

Source: LBA analysis of DOJ and YDCCA data.

B. Terms Of Settlement

Since June 14, 2024, RSA 21-M:11-a, XII(a) provides the YDCCA Administrator discretion “to determine whether a claim should be paid as a lump sum or through periodic payments *based on a totality of claimant’s circumstances, including, but not limited to, claimant’s health and financial circumstances.*” [emphasis added] Statute limits the Administrator to authorize award amounts within available appropriations, and no more than \$75,000,000 in claims may be paid out each SFY. These both must also be considered when determining a lump sum or installment payment. Previous legislation left the decision to the claimant which YDCCA staff reported was always a lump sum payment. RSA 21-M:11-a, XI limits installment periods up to ten years. Claimants may agree to payments terms with either the DOJ should they choose to settle before a resolution proceeding, or the YDCCA Administrator if a resolution proceeding is requested.

Guidance for Payment Assessment Information available on the YDCCA website outlines how a claimant should submit information regarding their circumstances for the Administrator to consider. Information must be submitted as a statement or declaration signed under oath by the claimant with supporting documentation for any health, financial, or other related circumstances such as a loan.

The YDCCA Administrator reported considering the value of the award after legal fees are paid and preliminarily associates larger amounts with a longer installment period. Then, each claimant’s life circumstances are considered such as their health (e.g., terminal illness), living situation (e.g., homeless), education and financial capabilities of the claimant, settlement loans, and other circumstances that may put receiving the award payments at risk. The Administrator does not consider other circumstances such as car loans, child support obligations, overdue rent, or financial goals (e.g., purchasing a home) when deciding payment terms. The claimant’s counsel is required to sign an affidavit certifying that all information is accurate. The affidavit also includes agreement on whether loans or debts exist, and that settlement loans will be discharged with available award money.

Of the 330 claims resolved through May 23, 2025, 100 claimants were scheduled to be paid in installments and the remaining 230 received lump sum payments. Table 5 shows payment terms for claimants receiving installments, number of claimants for each payment term, and total award amounts associated with those installment payment terms. The table also includes an additional 15 decisions with settlement awards scheduled for installment payments that the DOJ anticipates claimants will accept.

Table 5

**Claimant Awards With Payments In Installments
As Of May 23, 2025**

Years Of Payment Term	Number Of Claimants	Total Award Amount Over Payment Term^{1, 2}
2	19	\$3,293,328
3	27	8,034,743
4	24	10,953,280
5	11	6,634,977
6	9	6,270,805
7	6	6,206,704
8	3	3,484,650
9	3	3,405,629
10	13	16,822,500
Total	115	\$65,106,616

Notes:

¹ Does not include attorney fees. See Table 7 for attorney fees.

² Includes five percent annual interest.

Source: LBA analysis of DOJ data.

Number Of Settlement Loans Not Reviewable

Submitting information for the Administrator to consider payment terms was not a necessary part of the claims process before June 14, 2024, and is currently optional. The claimant may submit as little or as much information as they choose. Additionally, if supporting documentation is submitted, no data regarding claimant circumstances is tracked. Therefore, we could not reliably collect and identify how many claimants obtained private settlement loans.

C. Amount Paid To Attorneys Per Settlement

RSA 21-M:11-a, XV allows the YDCCA Administrator to approve reasonable attorney fees up to 33.33 percent of the award amount. All attorney fees we reviewed appeared statutorily compliant with the 33.33 percent limit. According to DOJ data through May 23, 2025, the average of all attorney fees, for both Administrator decisions and AG designee agreements, was 30.78 percent of the award amount.

According to procedures approved by the Joint Fiscal Committee, the Administrator uses the section Rule 1.5 Fees from the *New Hampshire Rules of Professional Conduct* as a guide to determine a reasonable percentage for the attorney fee. Factors to consider include the following:

- time, labor, and skill required to perform the legal service;
- opportunity cost of taking on the engagement;
- fee usually charged for similar legal services in the surrounding area;
- amount of award requested and amount settled;
- time limitations imposed by the client or circumstances;
- nature and length of the professional relationship with the client;
- experience, reputation, and ability of the lawyer; and
- whether the fee is fixed or contingent.

The Administrator reported also considering efforts made to prepare a claimant to file a claim and for a resolution proceeding; assistance to ensure efficiency in a resolution hearing, such as providing security and technology; trauma-informed support provided to the claimant; and amount of legal work for a claim with related litigation, if applicable. Claims processing procedures require the claimant to provide the Administrator a copy of the fee agreement with the attorney, provide a fee affidavit detailing the time and work spent on a claim, and ensure the affidavit is updated for the final evaluation of the claim.

D. Whether Attorneys Were Paid In The Same Term As Claimants

Attorneys are generally not paid on the same terms as claimants. Statute does not clearly provide the same authority to the Administrator to exercise discretion for attorney payment terms as determining lump sum or installments for the claimant's award. However, YDCCA staff have encouraged law firms to agree to installments for their fees up to a three-year period. Table 6 lists 18 law firms which have agreed to receive fees in installments up to three years, and the number

of claimants each represents as of May 28, 2025. RSA 21-M:11-a, VII(c) requires the Administrator publish names of attorneys or law firms willing to consult with individuals when deciding whether to file a claim, which the YDCCA has included on its website.

Table 6

**Law Firms Agreeing To Receive Installments
As Of May 28, 2025**

Law Firm	Number Of Claimants¹
A	605
B	126
C	83
D	33
E	28
F	43
12 law firms each representing between 1-15 claimants	45
Total	963

Note:

¹ Includes both resolved and unresolved claims.

Source: YDCCA staff.

Some law firms reportedly agreed to receive installments when YDCCA staff first began outreach while others agreed much later. For example, Law Firm B submitted an agreement in September 2024, while Law Firm A, which represents the largest number of claimants, submitted an agreement on March 26, 2025. Law firms representing a remaining 90 claimants have not provided agreements.

Table 7 shows attorney fee payment terms, number of claims, and total attorney fees associated with those installment payment terms. The table also includes 11 claims that the DOJ anticipates acceptance of settlement awards scheduled for installment payments.

Table 7

**Attorney Fees Paid In Installments
As Of May 23, 2025**

Years Of Payment Term	Number Of Claims	Attorney Fees Over Term¹
2	11	\$883,085
3	46	13,596,926
4	1	107,320
Total	58	\$14,587,331

Note:

¹ Includes five percent annual interest.

Source: DOJ data.

For 219 other claims, both the attorney and client received a lump sum payment, with attorney fees totaling approximately \$32.4 million. Additionally, 56 claims had attorney fees totaling \$11,372,781 in lump sum payments while their clients had payment plans to receive an award in installment payments. Award amounts for claimants with installment payments are available in Table 5.

V. Amortization Schedule Of Approved Settlements Over The Remainder Of The Settlement Terms Including Interest

Prior to June 14, 2024 legislative changes, all claimants exercised their discretion in choosing lump sum payments for settlement awards. Subsequently, the Administrator was authorized to determine terms of settlement payments up to ten years with calculated interest. RSA 21-M:11-a, XII(b) requires "...all claims that are paid in periodic installments... shall include a calculation of interest on all deferred payments... of 5 percent of the remaining unpaid amount of the award per annum for each year of repayment, which shall be compounded annually."

For SFY 2025 through May 23, 2025, installment payments were made totaling \$33 million – \$17 million to claimants and \$16 million for attorney fees. The first-year payment does not include interest in accordance with statute. Attorney fees appear disproportionately high in SFY 2025 due to the fees being paid over a shorter term than for the claimants. See Table 5 for claimant awards paid in installments and Table 7 for attorney fees paid in installments. Table 8 provides the amortized schedule of future installment payments including interest for resolved claims as of May 23, 2025.

Table 8

**Future Installment Claim Payments
As Of May 23, 2025¹**

SFY	Claimant Amounts	Attorney Fees	SFY Total²
2026	\$11,556,707	\$5,004,856	\$16,561,563
2027	10,151,091	4,550,042	14,701,133
2028	7,863,469	26,770	7,890,239
2029	5,321,292	-	5,321,292
2030	4,181,429	-	4,181,429
2031	3,191,087	-	3,191,087
2032	2,425,313	-	2,425,313
2033	2,027,293	-	2,027,293
2034	1,661,357	-	1,661,357
Total	\$48,379,038	\$9,581,668	\$57,960,706

Notes:

¹ All amounts provided will increase based on settlement awards made after May 23, 2025, and any future fiscal years.

² Includes payment plans sent to claimants that the DOJ anticipates will be accepted.

Source: DOJ data.

VI. Standard Of Evidence Required

RSA 21-M:11-a, VII(a) restricts filing a claim to any former YDC resident who was personally subjected to sexual abuse or other abuse. For a claim to be considered complete, claimants must submit the documents in Table 9. If a claim is not found eligible or only partially eligible (e.g., majority of allegations occurred at an inapplicable facility, but some remaining allegations are associated with an applicable facility), claimants may choose to withdraw from the process. According to YDCCA data, 34 of 1,462 filed claims (2.3 percent) have been withdrawn or dismissed for procedural reasons as of May 23, 2025.

We identified various controls throughout the Settlement Fund claims process to help ensure claims were credible, complete, and accurate thereby reducing the risk of fraud.

Table 9

Documentation Necessary To Assess Completeness And Eligibility

Document Or Information	Required Or Optional	Description
Claim Form	Required	The electronic form is available through the claim management system (CMS). Claims must be filed through the CMS on the YDCCA website unless otherwise arranged.
Written Narrative Guidance	Required	Guidance for the claimant's preparation of the written narrative, which is required for a complete claim submission. It can also include the claimant's victim impact statement.
Notarized Attestation Of Claimant	Required	Form to declare under oath, upon penalty of perjury, that the information provided in the claim and all information submitted in support of the claim is true and correct.
Information for Resolution Proceeding Form	Required	This will assist staff with scheduling a resolution proceeding with information about the claimant's special circumstances, request for type of resolution proceeding, victim advocate, etc.
Notice Of Filing Of Claim And (Partial) Stay	Required when applicable	This is required when filing a claim that also involves a related lawsuit in court. It indicates that a claimant has an existing lawsuit against the State of New Hampshire but is choosing to pursue a settlement at this time. Once the Administrator certifies this form, it will be filed in court by the Attorney General's Office and become part of the public record
Claim Worksheet	Optional	Filing this worksheet is strongly encouraged. It helps a claimant determine what they may identify as a total claim amount to seek from the Settlement Fund. The <i>Guidelines for Valuing Claims for Settlement Purposes</i> explains how to determine a total claim amount. However, claimants can also provide an estimate of a total claim amount without using the valuation worksheet, but all valuations completed by the AG designee and YDCCA Administrator follow the <i>Guidelines for Valuing Claims for Settlement Purposes</i> to calculate a total award amount.

Other Supporting Documents For A Claim	Optional	It is strongly encouraged for a claimant to provide documents to support a claim when possible. This will help the Administrator verify and evaluate a claim. The <i>Claims Process for Administration of the YDC Settlement</i> lists the types of helpful documents. These include medical records, mental health records, diaries or journals; photographs; statements from witnesses, and written impact statement.
Statement Of Completion; Includes Statement Of Eligibility	Required	The completion form is required for YDCCA staff to begin administrative review of a claim. This form (1) lists all materials submitted for the claim; (2) requires eligibility information, (3) identifies the efforts taken to locate supporting documentation; and (4) affirms that all information the claimant wishes to submit to the Administrator has been provided. After the claimant submits this form, YDCCA will review the materials to assess if the claim is administratively complete and ready for evaluation. The <i>Statement of Completion</i> includes a section called "Eligibility as a Former YDC Resident." The claimant <u>must</u> provide a written response identifying information relied on for asserting eligibility.

Note: Additional documents are listed on the YDCCA website to assist claimants in preparing and submitting their claim.

Source: LBA review of YDCCA website.

YDCCA Administrative Review

We identified the following controls for determining a claim initially eligible and complete.

- RSA 21-M:11-a, VII(f) requires claims to be submitted under oath. Any claimants who submitted false claims may be referred to an appropriate law enforcement agency. Claimants are required to submit with their claim a notarized oath and acknowledgement that all information and documents are truthful and correct to the claimant’s knowledge under the penalty of perjury.
- An administrative review is conducted by contractors from Affiliated Monitors Inc. (AMI), which specializes in claims administration, and YDCCA staff who are trained to determine that the claim is both initially eligible and complete. AMI reported conducting a risk assessment which included assessing fraud risks to inform the development of the administrative review process and CMS.
- AMI reported all claims are first reviewed to ensure duplicates are not filed by checking names, dates of birth, social security numbers, and photo identification. The authenticity of documentation is verified. Some examples include: 1) photo identification must be valid

and have a clear picture of the claimant; 2) the *Notarized Attestation of the Claimant* is reviewed to ensure the notary's name is associated with a real person, and the license is active with a valid number; and 3) verifying the claimant sent a request to the Department of Health and Human Services for resident files of a YDC facility. The claim is further evaluated for completeness in the CMS. The database features an option to flag any documentation for further scrutiny if anything is incomplete or cannot be validated. The database also has a robust audit trail to track all access and changes made to a claim. Any questionable or unverifiable documentation are immediately addressed directly with the claimant or their counsel. No claim can be determined administratively complete to move forward in the process until all concerns or issues have been addressed.

For claims determined initially eligible and administratively complete, YDCCA notifies the claimant and AG designee, and subsequently forwards the completed claim to the AG designee for the next assessment to determine their initial position.

AG Designee Review And Initial Position

Prior to June 14, 2024, statute *required* the AG designee provide the claimant and YDCCA Administrator its position as to whether the AG designee agreed fully or partially with the claim allegations. The position included the AG designee's valuation of the total award. RSA 21-M:11-a, VIII(d) now makes the requirement *optional*. However, except for providing the total award value in the AG designee's letter sent to the claimant, the practice remains substantially in place to provide the AG designee's position as an "information statement" indicating areas of agreement or disagreement.

We identified the following controls for determining the AG designee's initial position.

- DOJ contracts with Verrill Dana, a law firm, to review administratively complete claims provided by the YDCCA to additionally assess completeness and eligibility, evaluate each allegation of abuse for potential compensation, and provide a preliminary recommendation to the AG designee for areas of agreement or disagreement and a total award value calculated using *Guidelines for Valuing Claims for Settlement Purposes*. Verrill Dana also assisted the DOJ in related civil litigation cases and the development of the Settlement Fund claims process prior to the establishment of the YDCCA office.
- RSA 21-M:11-a, VIII(d) allows the AG designee to indicate whether additional records are needed and if the YDCCA Administrator should refer any aspect of the claim to a fact facilitator for further investigation. The AG designee has requested a referral to a fact facilitator in certain cases. However, RSA 21-M:11-a, VIII(f) specifies claims should only be referred to a fact facilitator if the Administrator believes "written submissions *and live testimony in a resolution proceeding* will not sufficiently answer a question that is material to the administrator's final determination of the claim." [emphasis added] YDCCA staff reported requests have not been granted by the Administrator to conduct an additional independent investigation because statute requires timely processing of claims, and the resolution proceeding uses trauma-informed professionals to address verification and credibility questions in addition to controls throughout the claims process. Contracts for

these professionals include fact facilitation in the scope of work should it ever be needed. Resolution proceeding controls are discussed in the next section.

- The AG designee reviews each claim, a summary of the claim, and corresponding recommendation from Verrill Dana to ensure the DOJ agrees with Verrill Dana's evaluation or determine whether changes are needed prior to sending the claimant its position. Substantive claims with potentially higher award amounts are also reviewed with the Attorney General.
- If the claimant chooses to settle with the DOJ without a resolution proceeding, then an agreement is made with the Attorney General's approval and sent to the YDCCA Administrator for a final review for accuracy, and then a signed decision is sent to the claimant to respond. YDCCA staff reported trained legal and financial personnel also review all DOJ agreements prior to obtaining the Administrator's signature.

Resolution Proceeding

RSA 21-M:11-a, IX(a) allows a claimant to request the Administrator hold a resolution proceeding to provide additional testimony. During resolution proceedings, a YDCCA hearings team (Administrator or Assistant Administrator, staff person, and contracted trauma-informed professional); claimant, counsel, and advocate or social worker; and DOJ representative (AG designee or Verrill Dana) attend the resolution proceeding which is generally held at the law firm of claimant's counsel. However, the DOJ representative observes the proceeding remotely and does not actively participate in the hearing portion.

We identified the following controls regarding the YDCCA Administrator determining a final decision.

- Prior to the resolution proceeding, the Administrator reviews the claim and all documentation submitted throughout the process and for the proceeding, including the AG designee's initial position and supporting documentation.
- RSA 21-M:11-a, VIII(a) specifies testimony is provided under oath, which YDCCA staff administer for the resolution proceeding.
- A trauma-informed professional, that has "expertise with individuals who have suffered physical and sexual trauma sensitive to the associated difficulties in recalling and expressing abuse," conducts the interview and asks most of the questions, but the Administrator may also ask questions. A YDCCA staff person observes and takes notes of the meeting to include in considerations for the Administrator's final decision.
- Following the hearing, there is an opportunity for the DOJ and claimant's counsel to provide any additional information or input for the Administrator's consideration. There is also an opportunity for either side to request the trauma-informed professional ask additional questions, which the Administrator has discretion to approve or deny based on materiality to the claim. The claimant is not present for these discussions.

- Once the hearing ends, the YDCCA team convenes to review and discuss all documentation, observations from the hearing, and DOJ and claimant counsel's input to inform the final decision-making process.
- Professional judgment contributes to determining credibility. In addition to decades of relevant professional experience, the Administrator reported identifying patterns in cases which contribute to determining credibility of allegations (i.e., connections in time periods, locations, types of allegations against specific staff, etc.). Trauma-informed professionals provide input following the hearing for the Administrator to consider in the decision-making. YDCCA staff also received training from trauma-informed professionals for administering the claims process and resolution proceedings.
- The YDCCA team reported being careful to ensure allegations were compensable, or under the correct category in law for compensation. If a claimant alleges abuse such as solitary confinement, YDCCA determines whether the circumstances were justified under the law. Additionally, both the DOJ and YDCCA reported each allegation must be supported. For example, a claimant may provide credible details for three instances of abuse, but the claimant stated it routinely happened each week during a six-month residency. Only the three instances could be found compensable, not the additional alleged abuse.
- The Administrator makes a final determination of which allegations are found credible and compensable, and a calculation of the total award is made using the *Guidelines for Valuing Claims for Settlement Purposes*. YDCCA staff reported trained legal and financial personnel also review all decisions for accuracy prior to obtaining the Administrator's signature and issuing the final decision to the claimant to accept or withdraw.

VII. Unsettled Claims To Date

RSA 21-M:11-a, V provides monetary limits on certain allegations of abuse, with the total award amount not to exceed \$2,500,000. Prior to June 14, 2024, the total award amount could not exceed \$1,500,000. Claimants are encouraged to complete the *Guidelines for Valuing Claims for Settlement Purposes* approved by the Joint Fiscal Committee to calculate a potential settlement award amount based on applicable compensable allegations under RSA 21-M:11-a. However, claimants can also provide an estimate of a total claim amount without using the guidelines, which results in some claimants seeking an amount greater than the statutory limit. Regardless, all subsequent valuations are completed by the AG designee and YDCCA Administrator in accordance with the approved guidelines.

According to YDCCA data, 1,098 of the 1,462 claims filed (75.0 percent) were pending resolution as of May 23, 2025, for a total requested award amount of \$1,402,250,785. These include award amounts claimants requested above the statutory limit. Of the 330 claims resolved as of May 23, 2025, claimants sought \$349,651,675, which were eventually settled for a total of \$176,554,465 excluding interest.

EXHIBIT 3

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Case No. _____

Andrew Foley; and
Ronald "Chuck" Miles

On behalf of themselves and all those similarly situated

v.

The State of New Hampshire;
New Hampshire Governor, Kelly Ayotte, in her official capacity; and
New Hampshire Attorney General, John Formella, in his official capacity

AFFIDAVIT OF ANDREW FOLEY

I, Andrew Foley, being duly sworn on oath, depose and state as follows:

1. I am an adult with personal knowledge and competent to testify to the matters set forth herein.
2. I was born in 1981 in Portsmouth, New Hampshire, to a teenage mother who struggled with mental health and substance abuse issues. I never knew my father.
3. My mother did not want me and did not know how to care for me. We often lived in shelters. I was forgotten and neglected throughout my childhood. I would often leave home and be gone for days and nobody seemed to care.
4. At age 12, I ran away and lived on my own for a while. I resorted to thefts to get money for food and was soon swept into the juvenile justice system. I was detained at the Youth Detention Services Unit in Concord before the Rochester District Court committed me to the Youth Development Center ("YDC") in Manchester in or around early 1996.

5. At the time I entered the YDC, I was a small 14-year-old seventh grader. According to my resident file, it says I was 5 feet 4 inches tall and weighed 108 pounds. I think that is generous as I probably weighed even less. Being small made me a target for abuse both by the other kids at the YDC and by the staff who tended to target the weaker and more vulnerable kids. I was constantly beat up and bullied.

6. Among other things, YDC staff repeatedly beat me and put me in excessive and painful restraints, on many occasions choking me out to the point of blacking out. I was also locked in solitary confinement for weeks at a time.

7. Fighting became a part of my daily existence. I learned I had to be a good fighter to survive. The staff often forced or coerced kids to fight each other. Over time I became good at fighting and gained the approval of some of the staff who would hire me to beat up kids in exchange for treats or privileges.

8. Besides the constant violence, I was also the victim of sexual abuse. I was sexually assaulted numerous times by a staffer named Lou Poulette.

9. There is more to say, but to put it in perspective, the YDC was the worst experience of my life, and this is coming from an Iraq war veteran.

10. After the YDC, I enlisted in the Army. I tried very hard to forget my experiences at the YDC. Not long after I entered the services, September 11 happened, and I went to active duty. I signed up as an infantryman because I wanted to fight. I was deployed to Iraq in 2003 for about a year and was part of the assault on Baghdad. My combat role was as a heavy gunner on top of an HMMWV (a/k/a Humvee).

11. Following my combat service I was diagnosed with post-traumatic stress disorder. However, over time, I came to understand that the primary cause of my PTSD was the trauma I experienced as a child in the YDC, not in the war.

12. Over the years I have improved myself. Today I am a family man. I've been happily married for many years and I'm a parent to four children. I started a career in technology security and I'm now an officer for a national bank.

13. Nevertheless, I still seek closure with what happened to me at the YDC. In early 2022, I connected with my lawyers and filed a complaint against the State of New Hampshire. I understand that complaint was later amended.

14. I had heard about the State's settlement fund for YDC victims, but initially I was very skeptical. I did not trust the State and I wanted my story to be told publicly in court.

15. Over time, however, as I saw my lawyers negotiate for improvements to the settlement fund, and I saw more and more victims opt-in to give the settlement fund a try, I decided that it might be a faster and less traumatic path than litigating my claims in court. I relied on the State's promise that my settlement fund claim would be decided by a neutral decisionmaker, similar to how I would get a fair and impartial judge or jury in court.

16. Based on these understandings, I authorized my lawyers to file a settlement fund claim and I believe they have done so. I also agreed that my lawsuit could be stayed while we gave the settlement fund process a try.

17. I recently found out about the State's plan to kill the settlement fund by passing a new law that would allow the Governor to fire the current settlement fund administrator, John Broderick, a former Chief Justice of the New Hampshire Supreme Court, and replace him with a political appointee who will take his or her instructions from the Governor. As I understand it,

EXHIBIT 4

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Case No. _____

Andrew Foley; and
Ronald "Chuck" Miles

On behalf of themselves and all those similarly situated

v.

The State of New Hampshire;
New Hampshire Governor, Kelly Ayotte, in her official capacity; and
New Hampshire Attorney General, John Formella, in his official capacity

AFFIDAVIT OF RONALD C. MILES

I, Ronald "Chuck" Miles, being duly sworn on oath, depose and state as follows:

1. I am an adult with personal knowledge and competent to testify to the matters set forth herein. My full name is Ronald C. Miles, but people call me "Chuck."
2. I was born in 1968. My family moved from Florida to New Hampshire when I was approximately nine or ten years old.
3. During fifth grade, I got into a fight with another kid at school who had attacked me. Officials at the school wrongly coded me as developmentally delayed with emotional challenges and I was taken to the Anna Philbrook Center in Concord, New Hampshire for assessment. Staff determined I was "emotionally disturbed," and I was committed to the Philbrook Center at approximately 11 years of age. This would begin a series of institutionalizations over much of the rest of my childhood.

4. At the Philbrook Center, I was preyed upon by a staff member named Patrick O'Mara, a serial pedophile who I understand abused other children. O'Mara sexually assaulted me on dozens of occasions. O'Mara was a very large, fat man, who was much bigger and stronger than me. He would come into my room in the middle of the night and grope me, stick his fingers in my anus, and anally rape me. While raping me, he would press his weight against me and cover my mouth with his hands to muffle my screams. This caused me additional trauma as it was hard to breathe.

5. Besides the forceful rapes and molestations by O'Mara, I was also violently restrained by other staff members, including multiple staff members tackling me to the ground and sitting on top of me, causing pain and difficulty breathing.

6. The abuse at Philbrook has profoundly impacted my life. I have been diagnosed with anxiety and post-traumatic stress disorder and I have struggle with depression.

7. After my release from State custody, I left New Hampshire and moved back to Florida. Through years of therapy focused on my childhood trauma, I have achieved some relief from the horror I experienced as a child at the hands of State employees. Today I am happily married and I run a successful steel erector and welding business.

8. However, even today, more than 30 years removed from the abuse, I am still haunted by my experiences at Philbrook. I have nightmares about O'Mara. I am also sickened as I have come to learn about what the State of New Hampshire allowed to happen at its juvenile facilities. I am angry and resentful of the State for its careless treatment of me and other vulnerable children, which has caused me and others lifelong suffering. It is very important to me that the State, and not just the individual abusers, be held accountable for its betrayal of the kids it took into custody.

9. In or about 2022, I found my lawyers and authorized them to file a complaint for me asserting my claims against the State of New Hampshire for the abuse I suffered at Philbrook, as well as at other private placements. I believe my lawsuit against the State remains pending in the Rockingham County Superior Court.

10. Based on my mistreatment and the State's failure to fully accept accountability for its failures to protect the children it took into custody, I remain distrustful of the State. For that reason, I distrusted the YDC settlement fund when it was first announced. I didn't think the State would provide a fair process. I figured the State would try to force me and the others to accept a cheap and quiet settlement. For that reason, I wanted to litigate my case in court.

11. However, I understand there is a long line of victims waiting for their day in court. Additionally, I have followed along as my lawyers have fought against the State in court while they also negotiated with the State to improve the settlement fund. I came to believe, based on the work of my lawyers, and seeing other victims opt into the settlement fund, that it might be worth a try. My agreement to give the settlement fund a try was premised on the State's assurances that it would treat me fairly, and that it would be "victim friendly" and "trauma informed," as promised in the statute. Of course, I relied on the State's promise that my claim would be decided by an independent and neutral decisionmaker with no interest in the outcome.

12. My attorneys submitted my claim to the YDC Settlement Fund Administrator in November 2024. At the same time, I also agreed to stay my lawsuit and I understand that my lawyers filed a notice with the superior court staying my case.

13. I recently learned about the State's plan to kill the settlement fund by passing a new law that would allow the Governor to fire the current settlement fund administrator, John Broderick, a former Chief Justice of the New Hampshire Supreme Court, and replace him with a

political appointee who will report directly to the Governor. As I understand it, the State will effectively decide for itself how much my claim is worth. That is the opposite of a fair process. I should not be surprised by the State's betrayal. As I always believed, the State cannot be trusted.

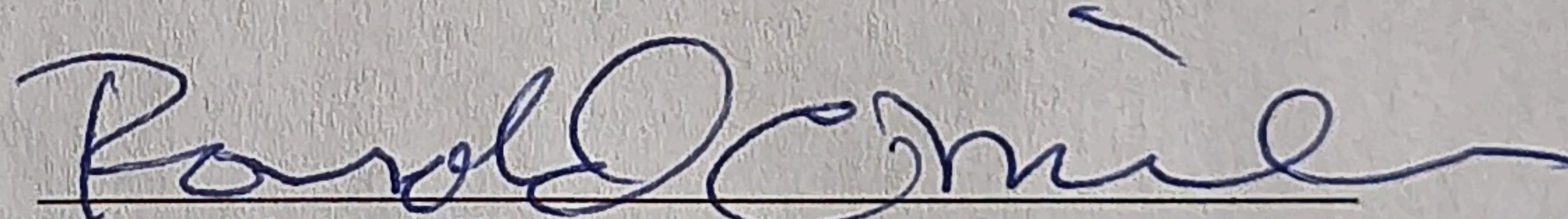
14. I agreed to be a "class rep" because I would like to do my part to force the State to live up to its end of the deal it struck with the victims of abuse at YDC.

15. While my original abuse lawsuit was filed under a pseudonym, John Doe #526, I no longer wish to proceed under a pseudonym, and I have authorized my lawyers to file this class action lawsuit under my legal name.

FURTHER AFFIANT SAYETH NAUGHT.

STATE OF FLORIDA)
COUNTY OF PALM BEACH GARDENS)

I, Ronald C. Miles, being first duly sworn, on oath depose and say that the statements contained herein are true and correct to the best of my knowledge, information, and belief.


Ronald C. Miles

Subscribed and sworn to before me this 26 day of June, 2025.
He produced a Florida identification card as identification
M420-723-68-175-0 Exp 5/15/2029



Print Name: Pierre Schoolar

Notary Public/Justice of the Peace

My Commission Expires: March 11, 2028

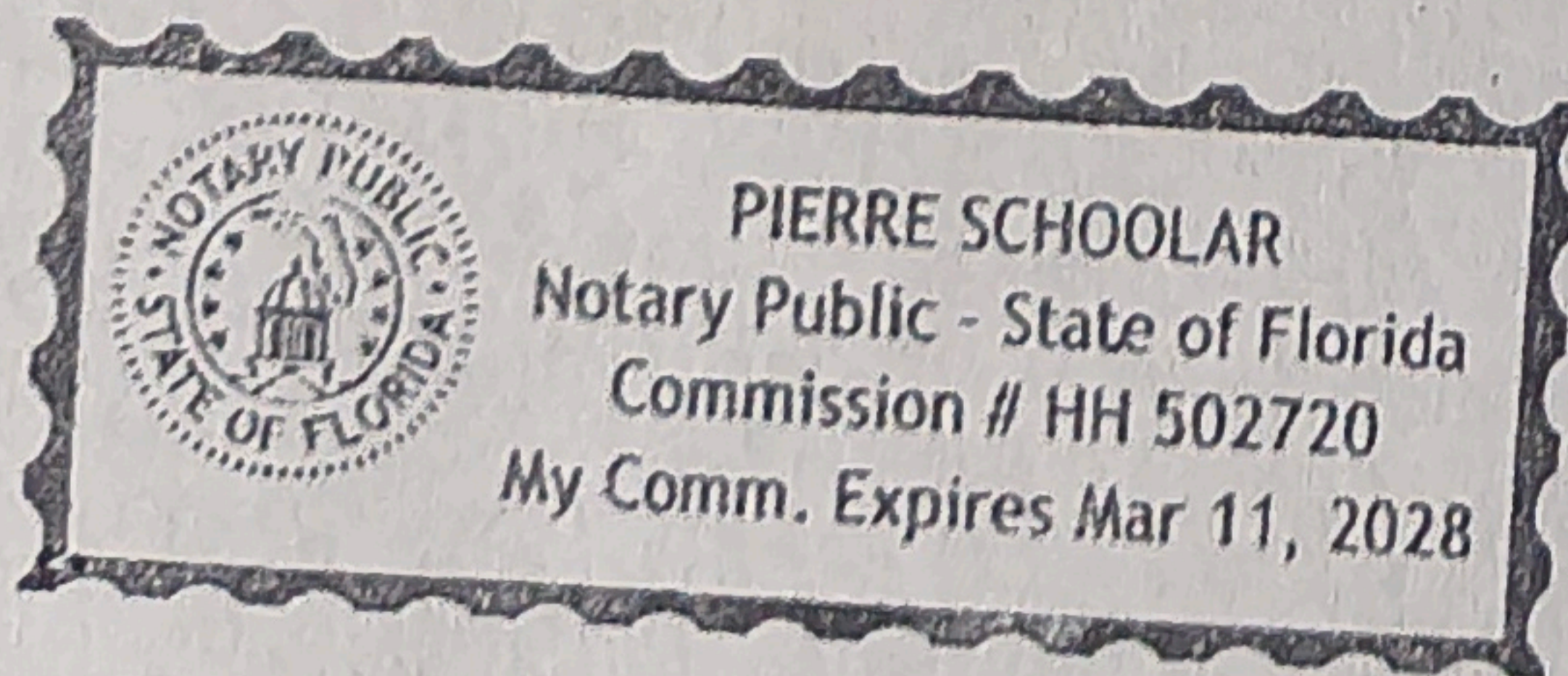


EXHIBIT 5

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Case No. _____

Andrew Foley;
Ronald "Chuck" Miles; and
Jane Doe #231

On behalf of themselves and all those similarly situated

v.

The State of New Hampshire;
New Hampshire Governor, Kelly Ayotte, in her official capacity; and
New Hampshire Attorney General, John Formella, in his official capacity

AFFIDAVIT OF JANE DOE #231

I, Jane Doe #231, being duly sworn on oath, depose and state as follows:

1. I am an adult with personal knowledge and competent to testify to the matters set forth herein.
2. I was born in 1967 and grew up in Manchester, New Hampshire. My parents split up when I was around 6 years old, and I went to live with my father because my mother was emotionally abusive. My father physically abused me and, starting when I was around 7 or 8 years old, sexually abused me as well.
3. I began running away to escape the abuse, which led to me being placed in a foster home and third-party facilities. Because I continued running away, the State detained me at YDC when I was around 15 years old. Nobody ever bothered to ask me why I was running away.
4. A YDC staff member known to me as "Coach Mak" sexually assaulted me several dozen times over a six-month period. Every time Coach Mak saw me and could

get me alone away from the other kids, he would take me into a shed or other secluded area to sexually assault me.

5. YDC staff also subjected me to other forms of abuse, like unnecessary and invasive strip searches, physical violence, and solitary confinement. Staff were also deliberately cruel to me for no reason, like refusing to allow my family members to visit me or tearing up my mail right in front of me before I could read it.

6. After I aged out at 18 years old, YDC staff told me it was time to go and put me out on the streets. I asked where I was supposed to go and they said “we don’t care” and that I wasn’t their problem anymore.

7. I lived on the streets for about three or four years. I was constantly in and out of abusive relationships because I did not care about myself and I was used to being abused from my childhood, so abuse felt normal.

8. My time at YDC was horrible. I have spent decades trying to cope with and heal from the trauma I endured there. I have significant trust issues which affect my relationships and friendships. I felt betrayed by the staff at YDC, who were supposed to keep me safe and save me from the abuse I was suffering at home, but instead they just abused me more. I cannot function in crowds and struggle if I am shut in a small room. I remember that YDC staff members wore keys on their belt, and to this day, hearing or seeing keys on a belt triggers my PTSD.

9. In 2024, I connected with my lawyers and filed a complaint against the State of New Hampshire to seek closure and some amount of justice for what I went through.

10. When I first heard about the YDC settlement fund, I was suspicious. I was worried the Administrator would judge me or think I was lying, and I really was not ready

to disclose the full extent of my abuse to a stranger I did not know or trust. However, I was promised that the Administrator was impartial, and that the process was designed in a trauma informed way to make it as comfortable as possible. I was also promised that the process would be confidential, which is important to me because I do not want to burden my children, family members, or friends with knowledge of my abuse.

11. These promises convinced me that pursuing a claim through the settlement fund would be a faster and less traumatic method to resolve my claim. Based on these understandings, I authorized my lawyers to file a settlement fund claim and I believe they have done so. I also agreed that my lawsuit could be stayed while we gave the settlement fund process a try.

12. Submitting my settlement fund claim has had a profound impact on my life. Once I trusted the process and disclosed the full details of my abuse in my written submissions, a weight was lifted from my shoulders. There were many details about Coach Mak's abuse that I have been carrying alone for decades. I thought I would take those details to the grave. I never would have shared the full story of what happened to me if I did not think I would be heard by someone impartial.

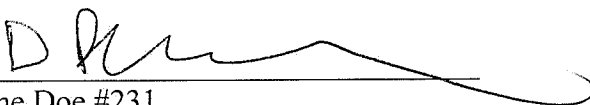
13. I recently found out about the State's plan to remove Administrator Broderick and replace him with someone from the executive branch who works for the Governor. This makes no sense to me and goes against all of the reasons why I agreed to participate in the settlement fund process. I feel incredibly betrayed by the State's actions, but this is just the latest in a long list of betrayals by the State, so maybe I should not be surprised. This also makes me wonder whether the State will next betray the promise of confidentiality, because it seems like their word does not mean anything to them.

14. I agreed to be a class representative because I want to the State to give me and other YDC abuse victims the fair process we were promised.

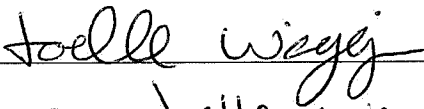
FURTHER AFFIANT SAYETH NAUGHT.

STATE OF NEW HAMPSHIRE)
COUNTY OF HILLSBOROUGH)

I, Jane Doe #231, being first duly sworn, on oath depose and say that the statements contained herein are true and correct to the best of my knowledge, information, and belief.


Jane Doe #231

Subscribed and sworn to before me this 20 day of June, 2025.


Print Name: Joelle Wiggin
Notary Public/Justice of the Peace

My Commission Expires: 5/17/28

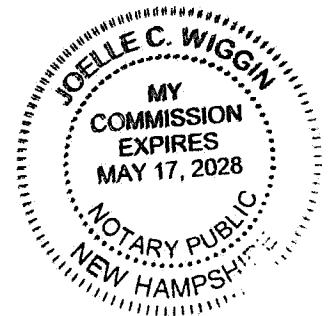


EXHIBIT 6

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-M

DEPARTMENT OF JUSTICE

Section 21-M:11-a

21-M:11-a Youth Development Center Claims Administration and Settlement Fund. –

I. In this section:

- (a) "Administrator" means an independent, neutral attorney admitted to the practice of law in New Hampshire, chosen in the manner set forth in paragraph III to administer youth development center claims pursuant to this section. The administrator shall have all of the duties and authority granted pursuant to RSA 542, except as otherwise provided in this section.
- (b) "AG designee" means one or more individuals within the attorney general's office designated by the attorney general.
- (c) "Claim" means a request for compensation related to one or more incidents of sexual abuse and/or other abuse perpetrated upon a former YDC resident by or at the behest of a member of the YDC staff.
- (d) "Claimant" means an individual who has filed a claim.
- (e) "Egregious sexual abuse" means sexual abuse that, in the sole discretion of the administrator and in consideration of the factors listed in subparagraph IV(a), is wanton or cruel to such an extent that it is sufficiently in excess of the severity of abuse experienced by most claimants to warrant consideration for additional compensation. The administrator shall take into account the nature, frequency, extent, and severity of the abuse and the claimant's physical and/or psychological damage.
- (f) "Former YDC resident" means an individual who resided at the YDC at any time.
- (g) "Fund" means the YDC settlement fund established in this section.
- (h) "Fact facilitator" means one or more individuals assigned by the administrator to independently investigate a claim.
- (i) "Other abuse" means an incident of conduct that would constitute an offense under RSA 631:1, RSA 631:2, RSA 631:2-a, RSA 631:3, RSA 631:4, or RSA 639:3, and that is not justified under RSA 627:6, unlawful restraint, unlawful strip search, or a common law cause of action for assault or battery, or intentional infliction of emotional distress under New Hampshire common law.
- (j) "Sexual abuse" means an incident of conduct which would constitute an offense under RSA 632-A:2, RSA 632-A:3, RSA 645:1, RSA 644:9, or RSA 632-A:4, or a cause of action for assault or battery under New Hampshire common law that involves sexual contact or sexual penetration as defined by RSA 632-A:1, or a common law cause of action for invasion of privacy by intrusion upon seclusion under New Hampshire common law, or would otherwise constitute sexual abuse under the definition contained in RSA 169-C:3, XXVII-b.
- (k) "Unlawful restraint" means placement of claimant in isolated confinement, or in restraints, including physical restraints, mechanical restraints, and pharmaceutical restraints without medical necessity or such process as was due under the circumstances or otherwise in violation of the lawful operative policies and procedures of the YDC, and shall include all placements in isolated confinement or in restraints for unreasonably excessive durations or for reasons other than for legitimate penological purposes, such as for the safety and security of the YDC, its staff, or other juveniles.
- (l) "Unlawful strip search" means any incident where YDC compelled a former YDC resident to remove all or most of his or her clothing for a visual and/or physical inspection of his or her body that was conducted absent a legitimate penological purpose or in violation of the lawful operative policies and procedures of the YDC, and shall include all searches that: (1) were conducted at a time other than upon claimant's admission to the YDC or return to the YDC following a furlough, and were conducted absent a reasonable suspicion that claimant was concealing contraband, (2) were performed or observed by a staff member of the opposite sex, (3) were not conducted privately, such that other residents and staff were able to observe the strip search.

(m) "Youth development center" or "YDC" means the youth development center as identified in RSA 621, including its renamed or successor entity, the Sununu Youth Services Center, and any predecessor entity performing the function of housing or providing services to children who are the subject of delinquency proceedings, children in need of services proceedings, whether pre- or post-adjudication, including the State Industrial School, the Anna Philbrook Center, the Tobey Special Education School, as well as the temporary detention facility identified in RSA 621-A as the youth services center and also referred to at times as the youth detention services unit, YDSU, or the ADC.

These definitions shall be applicable to claimants, claims, the claims process, and the fund governed by this section. This section is not intended in any way to expand or limit the rights of individuals or the state under any other state statutory or common law.

II. There is hereby established in the state treasury the YDC settlement fund which shall be kept distinct and separate from all other funds. The fund shall be administered by the attorney general, who shall use the funds for the purpose of administering claims of former YDC residents as defined in this section. The fund shall be nonlapsing and continually appropriated to the department of justice until June 30, 2032, after which date the fund shall lapse to the revenue stabilization reserve account established in RSA 9:13-e, II, unless earlier discontinued by the attorney general, in consultation with the administrator, or as otherwise provided by law. Settlement amounts paid to claimants shall be as determined by the process outlined in this chapter and shall be payable upon such terms and conditions as determined by the administrator and accepted by the claimant, subject to the limitations provided for in this section. The attorney general may enter into memoranda of understanding with the judicial branch or any state agency as necessary to compensate them for services performed in furtherance of this chapter. As the need arises, and subject to approval of the joint fiscal committee, the administrator shall have the authority to appoint assistant administrators. In appointing assistant administrators, the administrator shall endeavor to appoint individuals with prior experience in administering or adjudicating child abuse, sexual abuse, and/or mass tort cases. Assistant administrators shall serve at the direction of the administrator and may be removed by the administrator at any time for any reason in the discretion of the administrator. Assistant administrators shall have all power and authority of the administrator except the authority to render any final decision to approve payment.

III. There is further established in the judicial branch a temporary full-time or part-time position known as the youth development center claims administrator, to be appointed by the supreme court. A part-time administrator may maintain a private, unrelated mediation or legal practice apart from the duties as administrator notwithstanding any other provision of rule or law to the contrary. The supreme court shall appoint an administrator agreed to by the attorney general and counsel for claimants. If the attorney general and counsel for claimants are unable to agree upon an administrator, the supreme court shall select the administrator from the candidates submitted to the court by the attorney general and counsel for claimants, not later than 30 days following the court's receipt of the candidates. The attorney general and counsel for claimants shall each submit two candidates, not later than 30 days following the joint fiscal committee's approval of the claim process and guidelines as provided in paragraph IV. The administrator shall receive compensation at no more than the rate of salary of an active superior court justice and shall, if working full-time, receive the same benefits as other non-judicial employees of the judicial branch. If working part-time, the administrator shall receive compensation at no more than the equivalent per diem rate of an active superior court justice, provided that in any calendar year, the administrator shall not receive more in total compensation than that received by an active superior court justice. The judicial branch shall provide the administrator and any necessary support staff with office space. The salary, benefits, and expenses of the administrator, and any necessary support staff, shall be paid from the fund. The administrator shall report to the chief justice of the supreme court or the chief justice's designee for employment-related purposes, but the supreme court shall have no authority to review the administrator's decisions. At such time as the administrator's duties are concluded, or at such time as full-time service by the administrator is no longer needed to carry out the administrator's duties, the supreme court shall either eliminate the administrator's position or reduce it from a full-time to a part-time position as may be appropriate. The supreme court may remove the administrator if, after a request for removal received from the attorney general or claimants' counsel, or upon the court's own motion, the court determines that good cause for removal exists. Once appointed, the administrator shall process claims as provided herein and may settle claims at such amounts as may be agreed upon between the AG designee and each claimant, or at amounts which are determined by the administrator, giving due consideration to the guidelines adopted by the joint fiscal committee as provided in paragraph IV.

IV. (a) As soon as practical following the effective date of this section, the attorney general, after making good faith efforts to reach agreements with claimants' counsel, and with input from the attorney general's victim/witness advocates, shall develop and present to the joint fiscal committee a claims process consistent with this section including the development of claim forms, identification of necessary or helpful documentation, and guidelines for valuing claims for settlement purposes which take into consideration the following factors:

(1) The nature and character of the acts of other abuse and sexual abuse.

(2) The frequency, duration, and severity of those acts.

(3) The nature and character of the physical and psychological harm to the claimant that resulted from those acts of sexual and other abuse.

(4) Aggravating and mitigating factors, such as whether the claimant was subjected to multiple forms of sexual and other abuse simultaneously, whether the claimant was abused by multiple abusers simultaneously, the impact of the sexual and other abuse, the impact of the sexual and other abuse on the claimant relative to others similarly situated, the applicable statute of limitations and other potentially available legal defenses if the claims were pursued as litigation, the legal standards in effect at the time of the acts, whether the acts were previously reported to persons in a position of authority, and whether the acts can be corroborated through contemporaneous reports by the claimant to others.

(5) Any other factor that the administrator may deem relevant.

(b) The guidelines may group similar claims by type and suggest a value or range of values for each type of claim. The goal of the guidelines shall be to ensure the fair and uniform valuation of claims so that the claims of similarly situated claimants are valued similarly. The joint fiscal committee shall review and vote to either approve or object to the proposed claims process and guidelines within 30 days of receipt. If the joint fiscal committee votes to object to the proposed claims process and guidelines, the joint fiscal committee shall articulate its reasons for objection in writing and claimants' counsel and the attorney general shall present for approval a revised version of the proposed claims process and guidelines that addresses the joint fiscal committee's concerns. The joint fiscal committee shall approve a claims process and guidelines prior to appointment of an administrator as set forth in paragraph III. Once approved, the guidelines shall be binding on the AG designee and the administrator. The claims process and guidelines may be revised periodically as deemed necessary by the administrator, again with input from claimants' counsel and the attorney general, and with the approval of the joint fiscal committee.

V. For all claims involving both sexual and other abuse or sexual abuse only, no individual claimant shall be paid more than \$1,500,000 in settlement of all claims in the aggregate. For all claims involving egregious sexual abuse, no individual claimant shall be paid more than \$2,500,000 in settlement of all claims. For all claims involving other abuse only, no individual claimant shall be paid more than \$250,000 in settlement of all other abuse claims in the aggregate. Claims of isolated confinement may be valued at no more than \$300 per day, and no individual claimant shall be paid more than \$100,000 in settlement of all incidents of isolated confinement, and said payment shall be subject to, and not in addition to, the limits established hereunder.

VI. Beginning not later than November 1, 2022, the administrator shall publish notice to the public of the establishment of the YDC settlement fund and the opportunity for former YDC residents to file claims. Such notice shall be published in a newspaper of general circulation in every county in the state, at least once a week for at least 2 consecutive weeks. Such notice shall also be published at least once in a newspaper of national circulation. Such notice shall also be published on such social media platforms as are appropriate in the discretion of the administrator for at least 6 consecutive weeks. Additionally, such notice shall be published to the current residents of all New Hampshire correctional facilities by means of posting or other customary means for such facility, shall be made available by the attorney general via press release, and shall be posted on the attorney general's public website. The publication shall constitute conclusive proof in judicial proceedings of the latest date by which all persons, in the exercise of reasonable diligence, could have discovered both their injuries and the causal relationship of their injuries to the acts or omissions of any employees or agents of the state regarding any incident which might have been the subject of a claim, whether or not such a claim was filed.

VII. (a) Any former YDC resident may file a claim. A claim subject to the procedure established in this section may be filed only by the former YDC resident who was personally subject to sexual abuse or other abuse. No claim shall be filed for collateral injuries or damages suffered by any other person resulting from sexual abuse or other abuse of the former YDC resident, including claims for loss of consortium or emotional distress suffered by relatives of the former YDC resident. No claim shall be filed by the executor or administrator of a deceased former YDC resident, but a claim may be filed by the guardian or conservator of a living former YDC resident

who is incapacitated. Once a claim has been properly filed by a living former YDC resident, the subsequent death of that claimant shall not extinguish the claim.

(b) Claims may be filed beginning January 1, 2023. Claims shall not be accepted after June 30, 2025.

(c) A former YDC resident's participation in this claims process is voluntary and does not affect any rights the claimant may have unless and until the claimant accepts the administrator's decision on the claim. A former YDC resident who elects not to participate in the claims process, or a claimant who does not accept the administrator's decision, retains the right to pursue a claim in a judicial or other forum. A former YDC resident is entitled to consult with counsel before deciding whether to participate in the claims process. The administrator shall identify and publish the names of attorneys willing to consult with former YDC residents concerning their decision to file a claim.

(d) This section constitutes the state's offer to resolve completely and finally all of the former YDC resident's claims through the claims process established. By filing a claim, the claimant agrees that he or she will participate in the claims process, and, if the claimant accepts the administrator's determination on the claim, such acceptance shall be the final and binding settlement of all claims in accordance with subparagraph IX(a), even if the claimant does not receive any payment from the fund. The submission of a claim shall constitute an agreement in writing to submit the claim to arbitration as provided in RSA 542:1.

(e) By filing a claim, a claimant waives his or her right to simultaneously seek other or additional monetary relief in any forum from the state of New Hampshire or any of its agents or employees, or from any of its political subdivisions or their agents or employees arising out of or relating to any incidents which are or could have been the subject of a claim, except that the claimant does not waive his or her right to seek or continue to seek relief in any forum from an individual whose direct, personal actions constitute sexual abuse or other abuse, even if said individual was a state employee at the time of the acts. The administrator shall require a claimant to execute appropriate agreements or motions to stay any pending proceedings related to claims that are or could have been brought under the settlement fund as a condition to processing claims provided that such documents expressly preserve the right to pursue claims against individual perpetrators as described.

(f) Claims shall be submitted under oath. Claimants shall be entitled to be treated with respect and dignity in the presentment of their claims. Claimants who are believed by the administrator to have deliberately submitted false claims may be referred to an appropriate law enforcement agency. Perpetrators of sexual abuse or other abuse identified by claimants may be referred to an appropriate law enforcement agency by the administrator, but only with the consent and cooperation of the claimant. A claimant shall not be required to cooperate in a criminal investigation as a condition of participating in the claim process.

(g) Claims and all documents and information created in connection with claims shall be confidential, except that matter which was not previously confidential shall not become so by virtue of being submitted in connection with a claim, or except as otherwise provided in this section or in RSA 91-A. This confidentiality is provided in order to protect the privacy of the claimant, and only for that reason. The claimant shall not be bound by this obligation of confidentiality and may waive it at any time.

VIII. (a) A claim is filed when a claimant submits a notice of claim form that provides the claimant's identifying and biographical information, identification of the claimant's attorney, if applicable, and a summary of the abuse alleged by the claimant. A claimant shall have 60 days from the filing of a notice of claim to file a complete claim form that includes all information the claimant wishes to submit to the administrator and states the amount of compensation sought by claimant. A complete claim form shall indicate whether the claimant requests the opportunity to provide testimony, under oath, in a live resolution proceeding, or whether the claimant would prefer to submit the claim based solely on written submissions.

(b) Within 14 days of receipt of a complete claim, the administrator shall acknowledge its receipt in writing and provide a copy to the AG designee.

(c) Within 30 days of receipt of a complete claim, the administrator shall review the claim, and provide written notice to the claimant and the AG designee indicating whether the claim is considered administratively complete as submitted, or if not, what additional information is required. If the administrator requires additional information, the claimant shall provide that information to the administrator and the AG designee within 60 days of being notified that additional information is needed. Within 14 days of the administrator's receipt of additional information from the claimant, the administrator shall provide written notice to the claimant and the AG designee that the claim is administratively complete, unless the claim is still missing required information, in which case the administrator may give the claimant a reasonable opportunity to cure.

(d) Within 21 days after the administrator's notice that a claim is administratively complete, the AG designee

may submit to the administrator and to the claimant a written initial position on the claim indicating any areas of disagreement with the claim and explaining the basis for any disagreement, whether the AG designee believes additional records or information are needed, whether the AG designee believes the administrator should refer any aspect of the claim to a fact facilitator, and whether the AG designee believes that the administrator should conduct a live resolution proceeding. If the AG designee submits a written initial position, the claimant may submit a response within 14 days.

(e) The administrator shall issue a notice to the claimant and AG designee regarding the resolution process within 30 days after the administrator's notice that the claim is administratively complete, unless the AG designee submits a written initial position, in which case the administrator shall issue the notice within 30 days after the claimant's response is due. The administrator's notice shall provide the administrator's decision as to whether further information is needed from claimant, whether to refer the claim or any aspect the claim to a fact facilitator, and whether a live resolution proceeding shall be conducted. If the administrator decides to hold a live resolution proceeding, the administrator will schedule the proceeding to occur within 60 days, except that if the administrator also decides to refer the claim to a fact facilitator, the resolution proceeding will occur no earlier than 30 days after the fact facilitator submits his or her report to the administrator.

(f) The administrator may refer a claim to a fact facilitator if, in the administrator's independent judgment, an investigation is needed. Because the timely processing of claims is an important goal of this section, the administrator should only refer a claim to a fact facilitator in cases where the administrator believes that the claimant's written submissions and live testimony in a resolution proceeding will not sufficiently answer a question that is material to the administrator's final determination of the claim. The administrator shall direct the fact facilitator as to any particular aspects of the claimant's claim for which the administrator seeks further information or verification, and in such case, the investigation shall be limited to that scope.

(g) The purpose of an investigation shall be to verify a claim, as submitted, if possible. The investigation shall, to the greatest extent possible, be conducted in a trauma-informed, respectful, and dignified manner. The investigation may include an interview of the claimant, which may be conducted under oath and recorded. The fact facilitator may also request to review additional records related to the claim. The claimant shall be entitled to the assistance of an advocate in connection with the investigation process who shall be allowed to accompany the claimant during any interview. The claimant shall execute such documents or authorizations as may be necessary to permit the fact facilitator to access records. If the claimant is represented by counsel, counsel shall also be allowed to attend any interview of the claimant. A claim may be denied, in whole or in part, if a claimant refuses to cooperate with the investigation. Except in extraordinary circumstances, investigations should be completed within 60 days of referral.

(h) Within 60 days of the referral, the fact facilitator shall present a report to the administrator of his or her findings, which shall include a summary of any interviews conducted or records gathered, a copy of any such supporting documentation, records, and recordings. The administrator shall provide a copy of the fact facilitator's report and supporting documentation to the claimant and the AG designee once received.

(i) While the administrator shall endeavor to process all claims as expeditiously as possible, the administrator is authorized to grant reasonable extensions to all deadlines upon a finding of good cause shown. The administrator may also continue or suspend resolution proceedings as may be reasonably necessary. To the greatest extent possible, claims shall be scheduled for resolution in the order that they are received and determined to be complete, except that the administrator may also give consideration to the time for which litigation may have been pending prior to the filing of a claim as well as any exigent circumstances, such as the ill health of the claimant. After a notice of claim is filed, a claimant's claim cannot be dismissed for a default of any deadline unless and until the claimant is given written notice of such default and 30 days to cure the default.

(j) The AG designee and the claimant or claimant's counsel may also engage in discussions in an effort to resolve the claimant's claim at any time before the claimant elects to accept the administrator's decision on the claim. If the claimant and AG designee agree to a settlement, they shall promptly inform the administrator of the settlement and the settlement terms and all further proceedings before the administrator shall be canceled.

IX. (a) When a claimant requests that the administrator hold a live resolution proceeding, the proceeding shall be conducted in accordance with the procedures approved by the joint fiscal committee. All resolution proceedings shall take place in the state of New Hampshire, although parties and witnesses may attend by telephone or video conference in the discretion of the administrator. When a claimant accepts the administrator's decision on the claim, a claimant fully waives his or her right to seek other or additional monetary relief in any forum from the state of New Hampshire or any of its agents or employees, or from any of its political subdivisions or their

agents or employees arising out of or relating to any incidents which are, or could have been the subject of a claim, except that the claimant does not waive his or her right to seek or continue to seek relief in any forum from an individual whose direct, personal actions constitute sexual abuse or other abuse, even if said individual was a state employee at the time of the acts.

(b) The administrator may require such submissions by the parties as the administrator determines, may consider such information as the administrator deems appropriate, and shall resolve claims based upon written submission, through conciliation, by conducting a proceeding, or on any other basis determined by the administrator. The claimant shall be entitled to the assistance of an advocate in connection with the resolution process who shall be allowed to accompany the claimant during any proceeding or meeting.

(c) Any proceeding conducted by the administrator shall be scheduled for not more than 3 hours unless good cause is shown regarding the need for more time and shall be conducted in a victim-centered, trauma informed way, to the greatest extent possible. If the claimant is represented by counsel, counsel shall also be allowed to attend and participate in any proceeding.

(d) At any proceeding, any witnesses who testify shall be sworn.

(e) Except in extraordinary cases, the administrator shall declare the resolution process closed within 30 days of the resolution proceeding, during which the AG designee may file any written submission related to the claim. The administrator shall issue a written decision to the parties within 14 days of the conclusion of the resolution process. The administrator's decision regarding the claim shall be final and non-appealable, and the provisions of RSA 542:8, RSA 542:9, and RSA 542:10 shall not apply, provided, however, that either the claimant or the AG designee may request the administrator to reconsider a decision on grounds that it contains mathematical mistakes, miscalculations, or a scrivener's error. Such a request to reconsider a decision must be made within 10 days of the issuance of the administrator's decision.

X. Upon the rendering of any final decision to approve payment of any part of a claim, whether made by the administrator pursuant to the agreement of the claimant and the AG designee or pursuant to a determination by the administrator following a resolution proceeding, the payment shall be made from the YDC settlement fund established in paragraph II within 30 days of the administrator's receipt of the claimant's executed settlement documents in a form acceptable to the AG designee. The administrator shall require a claimant to execute appropriate dismissals, waivers, releases, or other documents as a condition of payment, provided that such documents expressly preserve the right to pursue claims against individual perpetrators as described. The administrator shall be authorized to direct payment of a claim from the YDC settlement fund without being required to seek approval from the AG designee. In addition, the claimant may request, and the administrator shall hold a face-to-face meeting with the claimant where the claimant may speak with the administrator without the AG designee present. The conduct of such a meeting shall not be considered a part of a resolution process and shall not be available if a resolution process is requested until after it is completed.

XI. Any agreement between the claimant and the AG designee and any determination by the administrator may include a determination by the administrator that a claim shall be paid in annual installments over a period of up to 10 years. Additionally, in the case of a lump sum award, a claimant may request that he or she receive the award in the form of periodic payments under a structured settlement that (i) is the subject of a qualified assignment that satisfies the conditions of Internal Revenue Code Section 130 and releases the fund from any liability for the periodic payments; and (ii) is funded by an annuity contract issued by a life insurance company domiciled in the United States, licensed in New Hampshire and rated A or better by A.M. Best. Upon receipt of such a request, the administrator shall accommodate the processing of an award in said fashion. Additionally, the administrator may maintain and provide to claimants a list of licensed structured settlement specialists who have indicated a desire to assist in establishing periodic payments to meet a claimant's anticipated needs.

XII. (a) The administrator shall have the responsibility to monitor the balance of the fund and ensure that there are sufficient funds available to pay all claims due either as a lump sum or periodic payments. In making determinations as to whether claims will be paid as a lump sum or periodic payments, the administrator may not authorize more than \$75,000,000 in claims to be paid out from the fund in any given fiscal year, provided that the joint fiscal committee and governor and council may, upon the administrator's request, authorize the administrator to exceed this cap by expenditure of any additional funds available in the fund or by expenditure of funds not otherwise appropriated. The administrator shall have discretion, within available appropriations, to determine whether a claim should be paid as a lump sum or through periodic payments based on a totality of claimant's circumstances, including, but not limited to, claimant's health and financial circumstances.

(b) For all claims that are paid in periodic installments, the administrator's final decision shall include a

calculation of interest on all deferred payments. The administrator shall add an interest assessment of 5 percent of the remaining unpaid amount of the award per annum for each year of repayment, which shall be compounded annually. Claimants shall not be required to accept or decline the administrator's final decision, nor to sign any releases or waivers, until they have had opportunity to review the administrator's schedule for installment payments, if applicable.

(c) Notwithstanding any other provision of this section, all payments authorized by the administrator are contingent upon the making of sufficient appropriations to the fund or sufficient expenditure authorizations. The governor is authorized to draw a warrant from funds in the treasury not otherwise appropriated to replenish the fund, subject to the approval of the joint fiscal committee and governor and council.

(d) Should the state default on any payment owed pursuant to a final decision by the administrator, whether entered pursuant to agreement of the parties or pursuant to a decision of the administrator, and whether the payment owed is a lump sum or periodic payments, the administrator's final decision shall convert into a final judgment enforceable in any superior court of New Hampshire, unless the state cures the default by making such installment or lump payment in full within 30 days. Such final judgment shall be the total amount owed by the state to the claimant, less any partial payments made by the state. Claimant shall also be entitled to reimbursement for any reasonable attorneys' fees and costs incurred to enforce such a judgment. This subparagraph shall apply to payments made within the statutory cap provided for in this section or within any additional expenditure authorizations granted to the administrator by the joint fiscal committee and the governor and council.

XIII. If the administrator determines that a shortfall in the YDC settlement fund is likely to occur, the administrator, in consultation with the attorney general, shall request an appropriation of additional funds from the legislature.

XIV. The costs of administration of the fund and any costs of the attorney general which are outside of the ordinary operational expenses of the department of justice shall be paid from the fund.

XV. The administrator may approve all fees and costs of attorneys who represent claimants in proceedings before the administrator. The administrator shall not approve any request of an attorney for fees or costs which are not reasonable. The administrator shall not approve an attorney's fee in excess of 33.33 percent of the amount of the award. All costs and attorney's fees paid to a claimant's attorney shall be paid from the amount awarded to the claimant.

XVI. The administrator, in consultation with the attorney general, shall quarterly submit a report to the speaker of the house of representatives, the president of the senate, the joint fiscal committee and the governor providing information as to the number and nature of claims made and settled, the amounts requested and paid in settlement to date, the claim amounts pending, an estimate of the likely amounts which will be approved and paid, the administrative costs which have been paid, and an estimate of future administrative costs to be paid. The report shall be structured to protect the privacy and anonymity of the claimants. The attorney general shall also post the report on the department of justice's public website.

Source. 2022, 122:2, eff. May 27, 2022. 2023, 79:487-489, eff. July 1, 2023. 2024, 92:1, eff. June 14, 2024.