

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Case No. 217-2025-CV-00480

Andrew Foley, et al.

v.

State of New Hampshire, et al.

**PLAINTIFFS' MOTION TO RECONSIDER**  
**SEPTEMBER 12, 2025 ORDER ON PRELIMINARY INJUNCTION**

In its September 12, 2025, Order on Plaintiffs' Motion for Preliminary Injunction, the Court overlooked and misapprehended several points of fact and law, warranting reconsideration pursuant to Civil Rule 12(e).

The Court's finding that Plaintiffs are unlikely to succeed on the merits of their claims disregards Plaintiffs' argument that the State's changes to the Settlement Fund Act undercuts the core of the compromise that was struck between the State and the YDC abuse victims. The Act is practically meaningless if it does not guarantee a fair and impartial Administrator with authority to render final decisions binding on the State. In addition, the Court's finding of no immediate irreparable harm disregards that the harm being suffered by Plaintiffs and the putative class<sup>1</sup> remains ongoing. That harm will only get worse as the State implements the amendments to the Settlement Fund Act in the weeks and months ahead, including when the Governor appoints a new Administrator.

---

<sup>1</sup> In a footnote, the Court acknowledges that this case was filed as a class action but incorrectly states that Defendants have not challenged the asserted class. That is not so. Plaintiffs filed a motion for class certification and the Defendants filed an objection. That motion remains pending.

For these reasons, and as discussed below, Plaintiffs respectfully request that the Court reconsider its Order and enjoin Defendants from enforcing the challenged amendments to RSA 21-M:11-a.

**I. Plaintiffs Established a Likelihood of Success on the Merits.**

**A. Plaintiffs' contract-based claims are likely to succeed on the merits.**

The Court found that Plaintiffs are unlikely to succeed on the merits of their state and federal constitutional "Contract Clauses"<sup>2</sup> claims because, according to the Court, Plaintiffs are unlikely to satisfy the first element of a Contracts Clause claim: the formation of a contractual relationship. *See* Order at 12. The Court rejected Plaintiffs' breach of contract claim for the same reason. *See id.* at 17.

On closer review, the Court has ruled against Plaintiffs on the second element of the analysis, not the first. As the Court acknowledged, the three elements of a Contracts Clause challenge are (1) "whether there is a contractual relationship," (2) "whether a change in law impairs that contractual relationship," and (3) "whether the impairment is substantial." *Id.* at 12 (quoting *Prof. Fire Fighters of N.H. v. State*, 167 N.H. 188, 193 (1994)). A successful breach of contract suit similarly requires proof that a contract was formed and breached and that the breach was material. *See, e.g., Ellis v. Candia Trailers & Snow Equip.*, 164 N.H. 457, 466-67 (2012).

Contrary to the Court's conclusion that Plaintiffs failed to establish the first element, the Court's Order finds that Plaintiffs are likely to prove they entered contractual relationships with the State. The Court expressly finds that the Settlement Fund Act "likely creates a contract for the resolution of a claim filed by a former YDC resident[.]" Order at 14; *see also id.* at 15 (acknowledging that "some terms in the statute indicate the creation of a contract to engage in

---

<sup>2</sup> *See* N.H. Const., Part I, Art. 23; U.S. Const., Art. I, Sec. 10.

arbitration of YDC claims”). The Court also acknowledges that the legislature employed the language of contracts:

Indeed, the legislature stated that the Act is an offer to enter into a claims process and that a former YDC resident’s filing of a claim is an agreement to participate in the claims process. RSA 21-M:11-a, VII(d). Further the YDC resident’s giving up rights to pursue a simultaneous claim against the state in court is likely sufficient consideration.

*Id.* at 14.

The Court thus appears to agree with Plaintiffs that the YDC residents who timely filed claims in the Settlement Fund effectively entered into a “contractual relationship” with the State. Accordingly, the first element of the Contracts Clause and breach of contract analysis is satisfied.<sup>3</sup>

The Court’s issue appears to be with the second element: whether the amendments to the Settlement Fund Act impair the contractual relationship that was formed. The Court finds that they do not because the specific contractual obligations asserted by Plaintiffs—“specific procedures for the management of the administrator and no institution of an ‘AG Veto’”—are outside the scope of the contractual relationship. The Court concludes that Plaintiffs’ contractual relationship with the State is not impaired because the specific contractual obligations Plaintiffs assert in this lawsuit were never vested components of the contractual relationship. The Court’s four reasons for this conclusion misapprehend both facts and law.

---

<sup>3</sup> The Court later seems to contradict itself by citing *State ex rel. Humphrey v. Philip Morris USA, Inc.*, 713 N.W.2d 350 (Minn. 2006), for the proposition that “boilerplate terms” are insufficient under the unmistakability doctrine. *See* Order at 16. *Humphrey* does not apply. In that case, the Minnesota Supreme Court ruled that truly boilerplate release language in a settlement agreement was not sufficiently specific to waive the legislature’s sovereign authority under the tax and police powers. *See Humphrey*, 713 N.W.2d at 363. The contractual language in the Settlement Fund Act, while direct and elementary, is the opposite of boilerplate. It states in specific terms what the State is offering, how a claimant may accept those terms, and that, upon acceptance, an arbitration agreement is formed. The heart and substance of any contract are an offer, an acceptance, and consideration. As the Court acknowledged, each is present here.

First, the Court starts from the position that it is “hesitant to infer a contractual obligation where a statute does not explicitly preclude amendments.” Order at 15 (citing *National Educ. Ass’n—Rhode Island v. Retirement Bd.*, 172 F.3d 22, 27 (1st Cir. 1999)). The First Circuit case the Court relies on does *not* suggest that a statute can only form contractual obligations when the statute explicitly precludes amendment. That case dealt with the specialty area of public employee pension plans. In considering the plaintiff’s Contracts Clause challenge, the First Circuit observed that “[s]ome courts, including this one, have been quite hesitant to infer a contract where the state pension statute *neither* speaks in the language of contract *nor* explicitly precludes amendment of the plan.” *Id.* (emphasis added). In other words, the First Circuit was reluctant to find binding contractual obligations without *either* clear contractual language *or* language explicitly precluding amendment. This makes sense, the court observed, because “legislatures regularly modify compensation schedules benefit programs.” *Id.* The court also noted that when Rhode Island’s pension plan was first passed, the prevailing view was that pensions were seen more as “gifts” than as contractual “deferred compensation.” *Id.* at 28. Thus, because the pension statute neither used the “language of contract” nor contained any “anti-retroactivity clause,” the First Circuit concluded that the statute did not clearly evince an intent to contract. *Id.*

That is not the case here. As set forth in Plaintiffs’ briefing and argument, *see, e.g.*, Pls.’ Reply at 9-10, and as accepted by this Court in its finding that “the Settlement Fund Act likely creates a contract for the resolution of a claim filed by a former YDC resident,” the statute does “speak in the language of contract.” Although there is no express “anti-retroactivity clause” barring legislative amendment of the Settlement Fund Act, this language would be redundant and unnecessary because the statutory language clearly expresses the legislature’s intent to form binding contracts with claimants.

Moreover, the fact that the legislature did not completely rule out the possibility of any future amendments to the statute is not inconsistent with an intent to contract. As Senate President Bradley testified to the Senate Judiciary Committee in February 2024, “if this legislation passes as introduced, and, of course, it’s possible to amend it, but any amendments have to be agreed to by the attorney general and the . . . attorneys for the claimants because this is a settlement.” Pls.’ Ex. 30, at 13. In other words, the Senate President informed his colleagues that because the Settlement Fund Act amounted to a settlement agreement with the YDC victims, any amendments or modifications to the law could be made if agreed to by counsel for the YDC abuse victims. *Id.*; see also *In re Larue*, 156 N.H. 378, 381 (2007) (“It is well established that contractual obligations can be modified by either an express or an implied agreement between the parties”).

Additionally, amendments to *non-material* terms are not problematic, and prospective-only amendments that would not affect the substantive rights of claimants who had filed a claim in reliance on the negotiated bargain would also be fair game. That was the case with the 2023 and 2024 amendments to the Act, as very few YDC abuse victims had filed claims up to those points in time. In fact, that was the *motivation* for the amendments—to make the Settlement Fund more attractive to YDC abuse victims so they would be induced to file claims and suspend their lawsuits. Thus, at the time of the 2023 and 2024 amendments, very few YDC abuse victims had vested contracts with the State, and those who did were happy to agree to those amendments, which had been negotiated for their benefit.

The 2025 amendments were very different: claimants and their counsel were shut out of the amendment process, the changes to the statute altered core terms material to the bargain previously struck, and the amendments did not become effective until the day *after* the Settlement Fund closed—that is, the day after the last claim was filed. Thus, the 2025 amendments applied

retroactively and caused materially detrimental changes to the contract of every single Settlement Fund claimant with a pending claim.

Second, the Court posits that “the legislature’s prior amendments to the claims process in 2023 and 2024 show that it did not intend to bind itself to earlier versions of the claims process.” Order at 16.<sup>4</sup> This rationale is mistaken for the same reasons noted above.

To be clear, Plaintiffs have never argued that the Settlement Fund Act or the claims process could never be amended or supplemented. As discussed, the 2023 and 2024 amendments were negotiated for the benefit of the YDC abuse victims in the hope that improving the Act would help induce more victims to transfer their claims from court to the Settlement Fund. The two 2025 amendments challenged by Plaintiffs’ class action are problematic because (1) they were enacted *unilaterally*, without the agreement of claimants, and (2) they *materially* changed the core terms of the bargain that was struck. *See Ellis v. Candia Trailers & Snow Equip.*, 164 N.H. 457, 466 (2012) (stating that a contract breach is material when it goes to “the root or essence of the agreement between the parties, or [is] one which touches the fundamental purpose of the contract and defeats the object of the parties in entering into the contract”); *Tuttle v. N.H. Med. Mal. Joint Underwriters Assoc.*, 159 N.H. 627, 651 (2010) (finding that a statute “substantially impairs” contract rights when it “chang[es] the very nature of the contracts”).

As previously argued, the two challenged amendments materially changed the bargain by giving the State—the party that Plaintiffs allege is legally responsible for the harm they suffered as children in state custody—complete control over the process and the outcomes. *See* Pls.’ Reply at 20-24. Contrary to the Court’s view that “the management of the administrator and the claims process are general policy of the YDCCA,” rather than core terms of the contractual relationship

---

<sup>4</sup> Technically, the Court’s analysis of this point is last in its list of supporting grounds. Because it is related to the first point, however, Plaintiffs address it second.

between the State and the claimants, the bargained-for Settlement Fund entitled claimants to a “victim-centered,” “trauma informed” process overseen by an “independent” and “neutral” Administrator with the power to make “final” decisions binding the State. RSA 21-M:11-a, I(a), VII(d), IX(a), and IX(e). These were central terms the parties negotiated and agreed to when Plaintiffs submitted their claims.

Third, the Court cites *City of Manchester v. Bellenoit*, 176 N.H. 608, 615-16 (2024), for the proposition that “prior silence on the concept of an ‘AG Veto’ in the 2024 version of the Act should not be construed as indicating the legislature’s intention to be bound from ever adopting one.” Order at 15. The Court is mistaken that the statute was “silent” on this issue. Although the Settlement Fund Act did not state that the Attorney General could not “veto” the Administrator in those exact words, the Act, as it existed before July 1, 2025, was clear that the Administrator would render *final* decisions *binding* on the State. *See* RSA 21-M:11-a, VII(d) (2024) (“[I]f the claimant accepts the administrator’s determination on the claim, such acceptance shall be the *final and binding* settlement of all claims...”); RSA 21-M:11-a, IX(e) (stating that the “administrator’s decision regarding the claim shall be final and non-appealable, and the provision of RSA 542:8, 542:9, and 542:10 shall not apply”). As Justice Broderick testified, he was appointed to render final decisions that, when accepted by claimants, would finally resolve their claims against the State. The amendment to Section IX(e) of the Act, however, rendered the Administrator’s decisions merely advisory recommendations that the Attorney General can accept or reject. Accordingly, *Bellenoit* is not instructive here.

Fourth, the Court states that “[w]hile some terms in the statute indicate the creation of a contract to engage in arbitration of YDC claims,” the Act never guaranteed any particular “claims process” or that the process would stay the same as it was when the claims were filed. *See* Order

at 15. To the contrary, the Court states, the Act has always indicated that the “claims process” could be amended. The Court reaches this conclusion based on the final sentence of RSA 21-M:11-a, IV(b), as well as corresponding language in the Claims Process document. RSA 21-M:11-a, IV(b) states that “[t]he 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.” The Claims Process document reiterates that the claims process “may be revised from time to time pursuant to Subsection IV(b) of the statute.” Pls.’ Ex. 8.

The Court conflates amending the *Settlement Fund Act* with amending the implementing *claim process* procedures. The Settlement Fund Act and the claims process procedures are separate and distinct sets of rules and procedures. The Settlement Fund Act did not guarantee the granular procedures of the claim process. But it did declare the parties’ agreement on certain *material, foundational* terms. Those terms included that the YDCCA would be a “victim-centered,” “trauma informed” dispute resolution alternative to litigation presided over by an “independent” and “neutral” Administrator. The Administrator would be insulated from political pressure by being under the aegis of the judicial branch and being subject to termination only for “good cause.” In addition, the Administrator’s decisions would be final and not subject to challenge or review by the executive, legislative, or judicial branches.

The Settlement Fund Act sets out the core terms and structure of the State’s settlement with YDC abuse victims, including the foundational terms described above. The Act does not delve deeper into the minutiae of specific procedures for valuing and resolving individual claims. Instead, the Act delegates that task to the Attorney General, who must consult with claimants’ counsel and his own victim/witness advocates to develop 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. . . .” RSA 21-M:11-a, IV(a) (emphasis added). The Act also requires the joint fiscal committee to approve the collaboratively developed claims process. *See* RSA 21-M:11-a, IV(b). These procedures have been followed at least twice: first after the Settlement Fund Act was initially passed in 2022 and again after the bargained-for improvements to the Act were approved in 2024.

The resulting claims process document establishes the administrative procedure for submitting and processing a claim, akin to court rules or the implementing procedures of a governmental agency. *See* Pls.’ Ex. 8 (detailing process for filing claims and attorney general’s response; how resolution proceedings are to be conducted; claimants’ options upon receiving the Administrator’s decision; processing payment for awards; and similar details). Plaintiffs’ class action does not challenge any amendment of these procedures. Plaintiffs do not ask this Court to enjoin the State from changing any ministerial elements of the claims process. Rather, the *legislative* amendments Plaintiffs challenge go to the heart of the deal between the State and the YDC victims. Those amendments fundamentally alter the contract established in the Settlement Fund Act.

The fact that the Settlement Fund Act contains a procedure for amending the claims process—which, again, is not the subject of this class action or the preliminary injunction motion—does not mean that the legislature contemplated *unilaterally* amending the statute. Even the “claims process” cannot be unilaterally amended by the State. Pursuant to RSA 21-M:11-a, IV(b), once approved by the joint fiscal committee, the claims process and guidelines may be amended only when “deemed necessary by the administrator,” and only after obtaining “input from

claimants’ counsel and the attorney general” and final approval of the joint fiscal committee. Thus, the Administrator is the gatekeeper of amendments to the claims process.

This underscores, again, the materiality of the State’s *statutory* agreement that the Administrator would be truly “independent” and “neutral,” insulated from pressure by either party to the deal. The Act gives the Administrator great powers and responsibility. Therefore, the statutory safeguards for the Administrator’s impartiality are critical to the deal between the State and the YDC abuse victims.

**B. Plaintiffs’ equal protection claims are likely to succeed on the merits.**

Plaintiffs disagree with the Court’s conclusion that the rational basis standard applies to reviewing the classifications created by the two challenged 2025 amendments. For purposes of this motion, Plaintiffs offer no additional arguments on that point.

That said, the Court mistakenly stated in its Order that Plaintiffs did not address the rational basis standard. *See* Order at 21. While Plaintiffs argued that the challenged amendments could not withstand intermediate scrutiny, they also argued that, even under the rational basis test, the amendments violate equal protection for at least two other reasons. *See* Pls.’ Reply at 30-31 (arguing that (1) under federal precedent, a law that targets a disfavored group for political reasons is categorically irrational, and (2) the arbitrary classification based solely on timing of claims could not satisfy rational basis review). The Court did not address these arguments.

**II. Plaintiffs Established that the Class Has Suffered and Will Suffer Irreparable Harm.**

Plaintiffs also ask the Court to reconsider its finding of no immediate irreparable harm. The Court’s Order acknowledged “the breach in trust caused by the last-minute amendments,” and the Court said it was “cognizant of, and sympathizes with, the trauma detailed by Claimants over the two-day hearing.” Order at 21. But the Court declined to find that irreparable harm was imminent

because some harm had already happened, some harm was not “immediate,” and some harm remained unknown or speculative. *See id.* at 22-23. The Court’s ruling on these points misapprehends the facts of the case.

Although Plaintiffs and many other claimants have already suffered emotional trauma, this harm is not water under the bridge. As Dr. Dylan Gee testified, the harm Plaintiffs and the class members are suffering is ongoing and will become worse as it continues or as new harm is suffered. *See Aug., 27, 2025 Hearing on the Merits Tr.*, at 51-52. According to Dr. Gee, “[the claimants] were promised a fair and impartial process, and they perceive the changes to the settlement fund to be breaking that promise, to be this fundamental breach of the trust they put into the process.” *Id.* “[T]his itself is causing suffering” and “will cause more suffering, and the longer the process is protracted for them, the more they will continue to suffer.” *Id.* Because the suffering is ongoing, Plaintiffs and other class members are entitled to an injunction mitigating their harm to the extent possible.

Indeed, the Court’s denial of Plaintiffs’ requests for injunctive relief allowed the State to fully invoke the harmful new statutory amendments against the Settlement Fund claimants. In its Order, the Court observed that there was “no evidence that the AG has invoked, or plans to invoke, the ‘AG veto’ with respect to Justice Broderick’s outstanding decisions.” Order at 22.<sup>5</sup> Sadly, that is no longer the case.

---

<sup>5</sup> The Court’s Order also observes that John Doe #334 and most other claimants like him who had received decisions from Justice Broderick had already “accepted” those decisions “even after the 2025 version of the Act went into effect.” Even though John Doe #334 and other claimants “accepted” Justice Broderick’s decision after the effective date of July 1, 2025, following that date those “acceptances” no longer resulted in final and binding settlement agreements because the amendments empowered the Attorney General to reject each decision notwithstanding any claimant’s expressed desire to accept. This is precisely one of the harms the amendments caused.

After the hearing on Plaintiffs’ preliminary injunction motion, and after the Court denied Plaintiffs’ second motion for a temporary restraining order, the Attorney General’s designee rejected, without explanation, the decisions Justice Broderick had issued in favor of several claimants. For claimants represented by the undersigned, these vetoes affected approximately 20% of Justice Broderick’s awards that were then-pending.<sup>6</sup> *See* Affidavit of Attorney Jonathan D. O’Neil, Sept. 12, 2025 (“O’Neil Aff.”), ¶ 3. These claimants had gone through the retraumatizing process of a resolution proceeding and had received a fairly rendered “final decision” from a neutral and independent Administrator who believed them and found them credible. *See id.*, ¶ 4. They placed their lawsuits on hold for months as a bargained-for condition of participating in the Settlement Fund, participated fully in the entire Settlement Fund process, shared their personal and painful stories of child abuse with multiple people along the way, and gratefully accepted the Administrator’s decisions. Having done so, they are now back to square one because, by vetoing the Administrator’s decisions, the Attorney General has nullified the entire process.

Returning these claims to the superior court is cold comfort. Claimants returning to Judge Schulman’s docket in Rockingham County will find that they have been moved to the back of the line for trial. *See id.*, ¶ 5, and Ex. A thereto. At least eighteen plaintiffs on that docket never filed Settlement Fund claims and will therefore have priority over any returning Settlement Fund claimants. *See id.*, ¶ 7. To date, in the nearly 6 years since David Meehan initiated the YDC litigation by filing a putative class action complaint in January 2020, only one YDC abuse case

---

<sup>6</sup> Besides the 20% of claimants who suffered “vetoes,” another approximately 20% of claimants with pending Settlement Fund awards were coerced by the Attorney General to giving up on other unrelated claims under the threat of a veto to their Settlement Fund award. Those claimants had other claims against the State that were not eligible for compensation under the Settlement Fund. The Attorney General leveraged his new Settlement Fund veto power to bully those claimants to resolve those unrelated claims as a condition to the Attorney General’s acceptance of Justice Broderick’s awards.

has proceeded to trial: David Meehan’s own case. At most, only two cases will have trials in the Rockingham County Superior Court in 2026. *See id.*, ¶ 6, and Ex. B thereto.

For these reasons, it likely will be several years before any withdrawn Settlement Fund claimants see a trial. Without a functioning Settlement Fund, claimants’ constitutional rights to “recourse to the laws, for all injuries” and “to obtain right and justice freely,” “promptly,” and “without delay” will be empty promises. *See* N.H. Const. Part I, Art. 14. Indeed, many YDC abuse victims may *never* succeed in obtaining any “recourse” or “justice.” *See* O’Neil Aff., ¶ 8 (stating that 50 YDC abuse victim clients of the undersigned have passed away since the consolidated litigation began in 2021; an estimated savings of approximately \$20 million to the State).

As of the date of this motion, more than 1,000 other claimants in the proposed class are still waiting in line for their turn at a resolution proceeding. The amendments to the Settlement Fund Act have harmed those claimants by delaying their resolution proceedings. The amendments also have harmed them, and will continue to do so, by depriving them of the opportunity to resolve their claims according to the terms they were promised, which were material conditions of the contract they agreed to.

The Court mistakenly suggests that the amendments have “not changed the foundational nomination process for an administrator.” Order at 23. Under the amendments, the next Administrator will be appointed not by the neutral and independent Supreme Court, but by the Governor with the consent of the Executive Council. *See* Pls.’ Ex. 1 (showing the amendments to RSA 21-M:11-a, III). While the Attorney General is still required to confer with claimants’ counsel to attempt to agree on an Administrator, that requirement is now window dressing because if “the attorney general and counsel for claimants are unable to agree upon an administrator, the ~~supreme court~~ **governor, with the consent of the executive council**, shall select the administrator from the

candidates submitted to the court<sup>[7]</sup> by the attorney general and counsel for claimants[.]” *Id.* While the Governor could theoretically select from claimants’ counsels’ list, this is unlikely. Instead, the Governor, who is aligned with the Attorney General’s defense of the YDC litigation, will likely rely on the Attorney General’s recommendation.

The changes to the process for removing the Administrator are even more incursive to the terms of the parties’ bargain and the fairness of the Settlement Fund. Once the Administrator is installed through the unilateral partisan process created by the 2025 amendments, the new Administrator will “serve at the pleasure of the governor,” with the Governor being authorized to remove the Administrator “at any time” and for any reason or no reason at all. This process shatters the expectation that the Administrator will be able to perform his or her function independently and impartially. As the Governor’s at-will employee, the Administrator will have an incentive to side with the Governor rather than fulfill the statutory mandate of a “victim-centered” and “trauma informed” process.

Without reconsideration, Plaintiffs and the other claimants in the class are left to wonder when the next shoe will drop. As Jane Doe #231 testified, if the State is allowed to take away the neutrality and finality she was promised, what will be next? Is there anything stopping the State from breaching its core promise of confidentiality and insisting that Jane Doe #231 publicly disclose her identity, including the details of the devastating abuse she suffered as a child? Because the Court’s Order does not include any limiting principle that would prevent the State from modifying other aspects of the Settlement Fund, Jane Doe #231’s fear is well placed.

---

<sup>7</sup> The failure of lawmakers to replace “court” with “governor” here illustrates of the hasty and thoughtless nature of the amendments.

**III. Conclusion**

For these reasons, Plaintiffs respectfully request that this Court reconsider its September 12, 2025, Order and grant Plaintiffs’ Motion for Preliminary Injunction.

Dated: October 2, 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.**

**NIXON PEABODY LLP**

*/s/ Cyrus F. Rilee, III*

\_\_\_\_\_  
Cyrus F. Rilee, III, Esq. (Bar No. 15881)  
Laurie B. Rilee, Esq. (Bar No. 15373)  
264 South River Road  
Bedford, NH 03110  
T: 603.232.8234  
[crilee@rileelaw.com](mailto:crilee@rileelaw.com)  
[lrilee@rileelaw.com](mailto:lrilee@rileelaw.com)

*/s/ W. Daniel Deane*

\_\_\_\_\_  
David A. Vicinanza, Esq. (Bar No. 9403)  
W. Daniel Deane, Esq. (Bar No. 18700)  
Mark Tyler Knights, Esq. (Bar No. 264904)  
Nathan P. Warecki, Esq. (Bar No. 20503)  
S. Amy Spencer, Esq. (Bar No. 266617)  
Jonathan D. O’Neil, Esq. (Bar No. 276336)  
900 Elm Street, 14th Floor  
Manchester, NH 03101  
T: 603-628-4000  
[dvicinanza@nixonpeabody.com](mailto:dvicinanza@nixonpeabody.com)  
[ddeane@nixonpeabody.com](mailto:ddeane@nixonpeabody.com)  
[mknights@nixonpeabody.com](mailto:mknights@nixonpeabody.com)  
[nwarecki@nixonpeabody.com](mailto:nwarecki@nixonpeabody.com)  
[aspencer@nixonpeabody.com](mailto:aspencer@nixonpeabody.com)  
[joneil@nixonpeabody.com](mailto:joneil@nixonpeabody.com)

**CERTIFICATE OF SERVICE**

I certify that on October 2, 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/ W. Daniel Deane*

\_\_\_\_\_  
W. Daniel Deane, Esq.