

STRAFFORD COUNTY

STATE OF NEW HAMPSHIRE

SUPERIOR COURT

DOCKET NO. \_\_\_\_\_

DOVER SCHOOL DISTRICT  
and  
DR. CHRISTINE BOSTON

v.

NEW HAMPSHIRE SCHOOL HEALTH CARE COALITION,  
d/b/a SCHOOLCARE

**JURY TRIAL DEMANDED**

**VERIFIED COMPLAINT FOR TEMPORARY RESTRAINING ORDER,  
PRELIMINARY INJUNCTION, PERMANENT INJUNCTION, DECLARATORY  
JUDGMENT, AND OTHER RELIEF**

NOW COME plaintiffs, the Dover School District (“the District”) and Dr. Christine Boston (“Dr. Boston”), through their undersigned counsel, and complain against the defendant, New Hampshire School Health Care Coalition d/b/a SchoolCare (“SchoolCare”), as follows:

**I. Introduction**

1. SchoolCare has an express contractual obligation to provide healthcare to District employees, spouses, dependents, and retirees, which SchoolCare has unlawfully threatened not to perform despite all agreed-upon premiums being paid. Plaintiffs request that the Court intervene and issue temporary and preliminary injunctive relief **on an emergency basis and no later than April 24, 2026**, given SchoolCare’s express and unlawful threat to stop paying the District’s claims on May 1, 2026, so as to preserve the status quo and avert irreparable harm.

2. At its core, this case is simple. SchoolCare expressly promised to provide healthcare coverage for Dover School District employees, spouses, dependents, and retirees from

July 1, 2025 to June 30, 2026 (“the 2025-2026 coverage year”) and is now renegeing on that promise. Due to mismanagement over a period of years, SchoolCare ran short on funds and, to replenish the reserves, issued Dover (and other districts) unanticipated, unbudgeted for, unlawful “contribution assessments”, without any lawful basis.

3. Worse, SchoolCare devised a scheme to unfairly leverage individuals’ healthcare to create duress and force payment, expressly and unequivocally threatening to stop paying claims after May 1, 2026 unless the (unlawful) contribution assessment was paid by the District.

4. For 30 years, SchoolCare had never issued member assessments. Its September 2025 assessments, in fact, contravened SchoolCare’s own existing, express, 2008 policy against using member assessments to fund SchoolCare.

5. SchoolCare’s actions constitute breaches of contract, negligent misrepresentation, breach of fiduciary duty, unfair or deceptive acts contravening New Hampshire’s Consumer Protection Act (RSA chapter 358-A), and breaches of the Right-to-Know law, as outlined below.

6. The Dover School District and its Superintendent, Dr. Christine Boston, respectfully request that this Court grant temporary, preliminary, and permanent injunctive relief preventing SchoolCare from following through on its threats to stop paying claims on May 1, 2026 and related threats, and ensuring that SchoolCare follows through with providing the healthcare SchoolCare promised without any conditions tied to member assessments.

## **II. Parties, Jurisdiction, and Venue**

7. Plaintiff Dover School District (“the District”) is a duly organized school district in New Hampshire with an address of 61 Locust Street #409, Dover, NH 03820. The District is, by charter, part of the City of Dover. *See* Dover Code § C4-1, *available at* <https://ecode360.com/32591433>. The City of Dover (“City”), inclusive of its School District, is

a municipal corporation with an address of 288 Central Avenue, Dover, N.H. 03820. *See* Dover Code § C1-1, *available at* <https://ecode360.com/32591433>; *see also* RSA 49-C:2.

8. Plaintiff Dr. Christine Boston is the Superintendent of the District, an employee of the District, and a subscriber and participant in SchoolCare. Dr. Boston maintains a professional mailing address at an address of 61 Locust Street #409, Dover, NH 03820. Dr. Boston asserts her constitutional right to trial by jury for all claims so triable.

9. Defendant New Hampshire School Health Care Coalition is a New Hampshire corporation with an address of 370 Harvey Road, Suite 4, Manchester, N.H. 03103. The New Hampshire School Health Care Corporation operates under the trade name “SchoolCare”.

10. This Court has general jurisdiction over civil claims pursuant to RSA 491:7 and equitable jurisdiction for specific performance of contracts pursuant to RSA 498:1.

11. Venue in Superior Court is appropriate for any or all of the following reasons:

- a. The preliminary and permanent equitable relief sought in this action are available only in Superior Court, *see* RSA 498:1 (“the specific performance of contracts”); *see, e.g., State v. Simone*, 151 N.H. 328, 331 (2004) (“The superior court is a court of general jurisdiction and has authority to entertain actions in equity when there is no adequate remedy at law.”); *Super. Ct. R.* 48;
- b. Declaratory judgment pursuant to RSA 491:22 is cognizable only in Court.<sup>1</sup>
- c. This is an action asserting common law breach of contract claims, cognizable in the Superior Court and its “judicial power”, N.H. Const. pt. II art. 72-a;

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<sup>1</sup> SchoolCare itself has pursued declaratory judgment in Superior Court and declaratory judgment for breach of contract in Federal Court. *See* Ex. 25; Ex. 26.

- d. The Consumer Protection Act claims asserted herein are, by statute, remediable only in Superior Court, *see* RSA 358-A:10; *see also* RSA 358-A:4, :6, :7, :8, :9, :10-a, 13 (all referencing only Court enforcement);
- e. The RSA chapter 91-A violations asserted herein are, by statute, remediable only in Superior Court<sup>2</sup>, *see* RSA 91-A:7, I; *see also* RSA 91-A:8; and
- f. Dr. Boston is asserting her constitutional right to jury trial on her individual breach of contract claim, *see Lee v. Dow*, 71 N.H. 326 (1902), which must occur in Superior Court should a trial be necessary.

12. As the New Hampshire Supreme Court made plain in *New Hampshire Municipal Association v. New Hampshire Department of State*, 2015 N.H. LEXIS 268 (June 22, 2015) (non-precedential Order), the Superior Court has authority and jurisdiction to adjudicate a private dispute between a voluntary corporation (such as SchoolCare) and its member (such as the District). *New Hampshire Municipal Association*, 2015 N.H. LEXIS, \*7.

13. Venue lies in Strafford County given the District’s location. *See* RSA 507:9.

14. Personal jurisdiction lies in New Hampshire. All parties are domiciled and located in New Hampshire. The events giving rise to this matter all occurred in New Hampshire.

### **III. Allegations Common to All Claims**

#### **a. Background of SchoolCare and Its Express 2008 No-Assessment Policy**

15. SchoolCare is a governmental risk pool who provides health coverage to the individuals enrolled through many member school districts across New Hampshire.

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<sup>2</sup> It is plaintiffs’ understanding that the Right-to-Know Ombudsman position is currently vacant, as stated on State Government’s website, and that “[n]o action can be taken on any filings with the Right to Know Ombudsman’s office unless and until there is a new Right to Know Ombudsman.” <https://www.sos.nh.gov/administration/office-right-know-ombudsman> (July 1, 2025).

16. SchoolCare has approximately ninety member districts, of which the District is one. Currently, hundreds of District employees, numerous District retirees, and numerous spouses and dependents all rely on SchoolCare for health coverage.

17. SchoolCare’s Board policies acknowledge an express fiduciary duty to the District, including a fiduciary duty to continuously monitor SchoolCare’s financial condition. *See* Ex. 2, Policy excerpts.

18. Health coverage is about far more than money—it is about enabling the ability of individual human beings to timely receive necessary medical care. “[M]edical care is . . . a basic necessity of life.” *Memorial Hospital v. Maricopa County*, 415 U.S. 250, 259 (1974).

19. While health insurers operate pursuant to a multitude of stringent laws and regulations crafted to protect consumers, SchoolCare falls outside of the technical “insurance” classification, leaving individuals who rely on SchoolCare particularly vulnerable.

**b. The Issue of Risk Pool Assessability**

20. Risk pools come in two varieties—(1) assessable, meaning members are subject to periodic monetary assessments when the risk pools requires additional funding, (2) non-assessable, meaning members pay a fixed premium and the risk pool, if acting prudently ensures other funding sources are available such as stop-loss insurance or excess coverage. *See, e.g.*, Ex. 20, at 2, HealthTrust testimony on SB 605.

21. Members of governmental risk pools are not inherently assessable.

22. For example, SchoolCare is a part of a national risk pool industry association, The Association of Governmental Risk Pools (AGRiP), whose prescribed “best practices” SchoolCare holds itself out as being certified as following, which requires as follows:

- I-A.4 Formation, governance, and/or other membership documents (whether in single or multiple source documents), include at a minimum provisions regarding:
- Membership eligibility
  - Membership obligation
  - Membership termination
  - Membership voting rights
  - Selection procedures and qualifications for the pool's governing body
  - Powers and duties of the pool's governing body and any committees
  - Indemnification for liability of members of the governing body, officers, committee members and pool staff
  - Requirements for annual actuarial reviews
  - Requirements for annual financial audits
  - How pool financial information will be shared with pool members
  - Dissolution of the pool
  - Distribution of pool assets and liabilities upon dissolution
  - How dividends or other distribution of pool assets upon circumstances other than dissolution are determined and allocated among members
  - If assessments are authorized, circumstances for determining the assessment and allocating it among members are defined
  - Whether members are jointly and severally liable within the pool
  - Provisions under which a member can leave the pool, and associated notice provisions the member must give the pool
  - Whether a member remains responsible for any portion of its losses, or is eligible for any; and, distribution of pool assets, upon departure from the pool

Ex. 1, AGRiP's "Advisory Standards for Recognition" (2018), *available at*: (<https://www.agrip.org/best-practices/advisory-standards>).

23. As illustrated above, AGRiP underscores that risk pools must decide, and make very clear in their governing documents, if and how member assessments can occur. *See id.*

24. In fact, SchoolCare has expressly declared itself to be a non-assessable risk pool. On June 3, 2008, SchoolCare's Board adopted an express policy against using member assessments. *See* Ex. 2, Excerpts of SchoolCare's Policy Manual. Consistent with the 2008 no-assessment policy, there is no right of member assessment in SchoolCare's current Articles of Agreement or in SchoolCare's By-Laws. *See* Ex. 5, Articles of Agreement; Ex. 6, By-Laws.

25. SchoolCare has an express Board policy requiring that SchoolCare maintain membership in AGRiP and ensure that SchoolCare's policies and practices comply with AGRiP's recommendations. *See* Ex. 2, Excerpts of SchoolCare Policy Manual (being filed

under seal until SchoolCare can respond<sup>3</sup>). SchoolCare has applied for and received AGRiP recognition, presumably based on SchoolCare's 2008 no-assessment policy. *See* Ex. 3.

26. Accounting standards agree with AGRiP. The Governmental Accounting Standards Board ("GASB") has issued an interpretation addressing how to account for member contributions to a risk pool. As stated in a GASB explanatory opinion:

When state and local governmental entities join to form a public entity risk pool or when those entities join an established pool, **the pooling agreement may require** capitalization contributions to meet initial or ongoing capital minimums established by statute, regulation, or the pooling agreement itself.

Ex. 4, GASB Interpretation No. 4 (February 1996) (emphasis added).

27. GASB itself recognizes that governmental risk pool member assessments may (or may not) be required, underscoring that risk pool members are not inherently assessable.

28. SchoolCare maintains stop-loss and/or excess insurance coverages, further illustrating that SchoolCare is a non-assessable risk pool.

29. Until September 2025, SchoolCare has consistently followed its 2008 no-assessment policy, issuing no member assessments.

30. As discussed more fully below, nowhere has the District ever contractually agreed or consented to member assessments by SchoolCare. To the contrary, the District contractually agreed **only** to pay SchoolCare "the contributions required of it at the rates set forth herein." Ex. 7 at 3. The only contribution rates referenced in the membership agreement were the annual "firm" rates provided to the District by SchoolCare. *See id.* at 2 § 2(B).

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<sup>3</sup> As an aside—the referenced SchoolCare policy is being filed under seal due to SchoolCare's assertion, to date, of confidentiality over this and presumably any other Board policy, with which plaintiffs disagree. In plaintiffs' view, SchoolCare's policies should be transparent and open to public inspection. A separate motion to seal is being filed as a courtesy to SchoolCare so as to enable it to make arguments concerning sealing; however plaintiffs intend to oppose any argument by SchoolCare to seal any Board policies relevant to this action.

31. SchoolCare’s Executive Director has even testified that currently there is no language in member agreements concerning

32. In sum, SchoolCare can point to no contractual provision or other provision of law enabling SchoolCare to issue mid-year member assessments.

**c. The District’s Membership Agreement and “firm and final” Annual Rates**

33. The District’s membership agreement with SchoolCare dates back to 2018. *See* Ex. 7. By its terms, the membership agreement continues from year to year, provided the District accepts the quoted rates for each year and remains a member of SchoolCare.

34. Specifically, the District’s 2018 member agreement states: “On or before December 1 of each Program Year, NSHCC shall provide Member with a Renewal Form which shall set forth the rates for the next Program Year.” *See* Ex. 7 at 2.

35. As advertised prominently on SchoolCare’s website: “SchoolCare provides firm rates to our members by December 1st for the following July 1st, to enable timely budget preparations and negotiations.” Ex. 9.

36. By letter from SchoolCare dated November 4, 2024, SchoolCare provided the District with self-described “firm and final renewal rates.” Ex. 10.

37. The November 4, 2024 letter also explained the precipitous \$9,500,000 drop in SchoolCare’s reserves and remarked that the “firm and final” rates it was quoting “include[d] 1.8% for rebuilding the reserve to the actuarially recommended level.” Ex. 10. In other words, SchoolCare acknowledged financial instability and expressly represented, and attempted to assuage members’s concerns, that the “firm and final” rates would be sufficient to timely replenish SchoolCare’s reserves. *See* Ex. 10.

38. The District timely accepted and returned the “firm and final” rates for the 2025-2026 coverage year. *See* Ex. 11.

39. “The common meaning of ‘firm’ is ‘fixed.’” *United States v. Rodriguez-Pena*, 1995 U.S. App. LEXIS 10432, \*13 (1st Cir. May 11, 1995); *see also Dalton v. Cessna Aircraft Co.*, 98 F.3d 1298, 1304 (Fed. Cir. 1996) (discussing “firm fixed-price services contract”).

40. What is more, nowhere in the District’s membership agreement or rate renewal for the 2025-2026 coverage year were any mid-year assessments authorized or even mentioned.

**d. The Issue of Risk Retention**

41. SchoolCare has, to date, tried to take the position that it did not assume any risk of covered claims exceeding SchoolCare’s reserves.

42. In doing so, SchoolCare is seemingly trying to disavow its role as the provider of the healthcare program.

43. To begin, SchoolCare is a “risk pool”, meaning a pooled collection of risks. SchoolCare is not simply a third-party administrator—it is the pool of collected risks.

44. SchoolCare’s Articles of Agreement provide for a “pooled risk management program.” *See* Ex. 5.

45. SchoolCare’s marketed product is “quality health care.” SchoolCare holds itself out on its website as follows: “Our mission is to . . . enable the purchase of quality health care in a cost effective manner.” *See* Ex. 9.

46. Against that backdrop, SchoolCare’s own (contractual) benefits booklets provided to District employees expressly promise health benefits that are “self-insured by the New Hampshire School Health Care Coalition” and, further, that SchoolCare would be “responsible for paying claims” during the coverage period, as shown in the excerpt below:

## 1. INTRODUCTION

The benefits described in this booklet, or any endorsements and riders attached hereto, are self-insured by the New Hampshire School Health Care Coalition (the Coalition), which is responsible for paying claims. Cigna Health and Life Insurance Company (also referred to as Cigna) provides claim administration services to the Coalition but does not insure the benefits described herein.

Ex. 8 at 2.

47. Consistent with these express promises in SchoolCare’s own benefits booklets, SchoolCare’s audited financial statements observe that SchoolCare (not its members) is the “direct insurer of the risk.” *See, e.g.*, Ex. 12, 2025 Audited Financial Statement, at 20.

48. These booklets are in no way ambiguous, but even assuming *arguendo* otherwise, black letter contract interpretation rules in New Hampshire would construe the coverage language against SchoolCare, the drafter of the coverage document. *See, e.g., Curtis v. Guar. Trust Life Ins. Co.*, 132 N.H. 337, 340 (1989). In addition, SchoolCare, similar to insurers, holds the pen and in that regard SchoolCare may “contractually limit the extent of its liability . . . [but] must do so through clear and unambiguous policy language. *Id.* (quotations omitted).

49. What is more, the District’s membership agreement with SchoolCare provides that SchoolCare, alone, would “contract for delivery of health care benefits which are covered under the options of the SCHOOLCARE Program chosen by the Member.” Ex. 7 at 2.

50. Likewise, the District’s membership agreement provides: “the SCHOOLCARE Program will be the **sole provider** of health benefits to each of its enrolled employee groups during the term of this Agreement.” Ex. 7 at 3 (emphasis added). This exclusivity provision underscores that SchoolCare, alone, promised to provide health coverage and thereby assumed the risk by promising to provide the health coverage (as sole provider).

51. The District’s membership agreement with SchoolCare provides, among other things, that SchoolCare “will procure and maintain in force either fully insured coverage, or stop-

loss (excess risk) insurance which will provide maximum liability protection.” Ex. 7, at 1. For SchoolCare to have an insurable interest enabling its promised purchase of “fully insured coverage, or stop-loss (excess risk)”, SchoolCare must have assumed/retained that excess risk.

52. SchoolCare’s characterization of its premiums as “firm and final” only further underscores that SchoolCare assumed the risk of paying claims. *See Lakeshore Eng’g Servs. v. United States*, 748 F.3d 1341, 1347 (Fed. Cir. 2014) (“The essence of a firm fixed-price contract is that the contractor, not the government, assumes the risk of unexpected costs.”).

53. Scholarly literature concurs—members transfer risk to the risk pool. *See Note and Commentary: Wading in the Pool: Interlocal Cooperation in Municipal Insurance and the State Regulation of Public Entity Risk Sharing Pools--A Survey*, 8 Conn. Ins. L.J. 533, 537 (2001-2002) (“Pools are structured as both risk-financing and risk-transfer mechanisms. The member entities of the pools transfer their exposure for financial loss to the pool, sharing with others in the transfer of related risks.”); M. Mendoza, *Reinsurance as Governance: Governmental Risk Management Pools as a Case Study in the Governance Role Played by Reinsurance Institutions*, 21 Connecticut Ins. Journal 53, 56 (2014) (observing same).

54. SchoolCare has not, and cannot, point to any document in which the District retained any employee health coverage risk for claims pursuant to SchoolCare’s own (sole provider) healthcare program.

55. In sum, SchoolCare, and only SchoolCare, was the sole provider who expressly promised benefits and coverage and assumed the potential risks associated with health claims. SchoolCare alone promised to pay covered claims to providers of healthcare services to subscribers/participants and other covered persons.

**e. Dr. Boston Contracts With SchoolCare for the 2025-2026 Coverage Year**

56. SchoolCare’s benefits booklets for the 2025-2026 coverage year, coupled with the plan descriptions and other documents, all constitute contracts with each subscriber/participant. *See* Ex. 8, Benefits Book at 75 (“This Health Benefits Booklet, along with any endorsements or riders attached hereto, the Schedules of Benefits and Enrollment Application represent the entire agreement between the Subscriber, the Coalition and Cigna.”); *see also id.* at 3.

57. The benefits booklets provided to District employees expressly promise health benefits that are “self-insured by the New Hampshire School Health Care Coalition” and that SchoolCare would be “responsible for paying claims” during the coverage period:

**1. INTRODUCTION**

The benefits described in this booklet, or any endorsements and riders attached hereto, are self-insured by the New Hampshire School Health Care Coalition (the Coalition), which is responsible for paying claims. Cigna Health and Life Insurance Company (also referred to as Cigna) provides claim administration services to the Coalition but does not insure the benefits described herein.

Ex. 8 at 2 (benefits booklet; related plan description documents also appended at end).

58. This express language demonstrates SchoolCare, alone, made a direct promise of health coverage to the enrollee and SchoolCare alone carries the risk of paying covered claims. There is no language or condition or other provision conditioning Dr. Boston’s health coverage benefits on the District’s (or anyone’s) payment of a mid-year assessment. *See* Ex. 8.

59. Dr. Boston enrolled in and subscribed to SchoolCare for the 2025-2026 coverage year. Dr. Boston has paid, and intends to pay, all premiums required by SchoolCare related to the 2025-2026 coverage year.

**f. SchoolCare’s Mismanagement from 2022 to 2025**

60. From 2022 to 2025, SchoolCare mismanaged its finances, reserves, and annual rate-setting over a period of years, resulting in a self-inflicted financial crisis that SchoolCare only started to address (too late) in August and September of 2025.

61. SchoolCare was operating with advice to have an “actuarially recommended reserve of \$31 million. This reserve plays a critical role in supporting future stability.” *See* Ex. 10, Letter dated November 5, 2024; Ex. 16, 2024 Audited Financial Statements, at 7.

62. SchoolCare’s audited financial statements speak for themselves:

- a. As of June 30, 2023, SchoolCare had \$29,918,552 in reserves. Ex. 15 at 6.
- b. As of June 30, 2024, SchoolCare’s reserves had reduced to \$20,414,767. Ex. 16 at 6. It was at least at this point (sometime during the 2023-2024 coverage year) that reserve depletion raised red flags, along with broader industry trends of higher claims, which SchoolCare effectively ignored.
- c. As of June 30, 2025, SchoolCare’s reserve position had dipped negative: -\$4,730,545. Ex. 12 at 5.

63. Notably, audited financials for 2023, 2024, and 2025 all made reference to “higher than anticipated claims”. *See* Ex. 15, 2023 Financial Statements, at 6; Ex. 16, 2024 Financial Statements, at 6; Ex 12, 2025 Financial Statements, at 6.

64. The 2024 financial statements observed “increased claims in the 4th quarter of the fiscal year as well as elevated claims throughout the entire year. The higher claims impacted projections into fiscal year 2024-25 requiring an actuarially determined premium deficiency reserve of \$5.5 million on June 30, 2024. These factors have resulted in an \$11 million

**underfunding** of the actuarially recommended contingent reserve.” Ex. 16, at 10 (emphasis added). The 2024 financial statements contained no recommendations on rate-setting. *See id.*

65. After three consecutive years of so-called “higher than anticipated claims experience”, SchoolCare could and should have at some point—and well before the point of a crisis—began anticipating higher claims and acting accordingly to achieve the “actuarially recommended reserve of \$31 million.” Escalating medical expenditures were a clear industry-wide trend. *See Ex. 27*, National Health Expenditures Table, Row 5 (produced by Centers for Medicare and Medicaid Services), *available at* <https://www.cms.gov/data-research/statistics-trends-and-reports/national-health-expenditure-data/projected>.

66. As an aside, it was not the District’s claims depleting SchoolCare’s reserves. As shown in Exhibit 17, from 2022 to 2025 the District’s contributions to SchoolCare exceeded the District’s claims by \$3,951,991 (*i.e.*, for this time period total claims \$30,169,443 versus total premium contributions of \$34,121,434). *See Ex. 17*, Dover 10-Year Claims History.

67. To sum up, from 2023 to 2025, SchoolCare stood by while a self-inflicted financial crisis unfolded, ignoring red flags. This was not an event—it was a years-long process. In fact, SchoolCare’s Executive Director recently testified on SB 605, whose hearing notes summarize her statements as follows:

SchoolCare is one of the pools that has experienced the dynamic of rising health care costs . . . . they had very high escalating claims. Their actuaries and legal advisors reviewed the situation, which wasn’t identified early enough due to rising costs.

*See Ex. 20*, at 5.

68. As a reminder, SchoolCare has a Finance-Audit Committee with fiduciary duties (to members, including the District) to assist the SchoolCare Board with its oversight duties. *See Ex. 2*, at II(J).

69. From 2023 to 2025, SchoolCare could have, but apparently failed to, take one or a combination of any other means to responsibly protect its financial position and actuarially recommended reserve level (either before any problems arose, so as to be best prepared with the most options, or at a minimum once financial shortfall problems became evident), such as : (i) setting high-enough premiums sufficient to replenish reserves in the necessary time frame, generally and/or in the face of continually rising claims; and/or (ii) procuring sufficient reinsurance or stop-loss policies or excess risk pool coverage to protect against unexpectedly high claims; and/or (iii) procuring credit, debt, bonds, or similar credit facilities to provide temporary liquidity should financial problems arise, *see* Ex. 5 (permitting SchoolCare to borrow).

70. In fact, the District’s membership agreement with SchoolCare provides, among other things, that SchoolCare “will procure and maintain in force either fully insured coverage, or stop-loss (excess risk) insurance which will provide **maximum liability protection**.” Ex. 7, at 1 (emphasis added). This provision aims to protect individuals receiving healthcare from SchoolCare’s insolvency. On information and belief, SchoolCare apparently failed to procure the “maximum liability protection” required by this express contractual language, as shown by its eventual perceived need for and decision to issue the \$30,000,000 assessment. For example, SchoolCare could have, but apparently did not, procure a line of credit and/or additional excess insurance or stop-loss insurance well before a problem arose, or even once SchoolCare found out that premiums may not cover claims for all of the 2025-2026 coverage year.

71. SchoolCare’s 2025 audited financial statements state SchoolCare procured excess insurance and recovered \$5,416,178 in the year ending June 30, 2025 and \$5,202,423 in the year ending June 30, 2024, but these indemnity recoveries (according to SchoolCare) were apparently

insufficient to fully protect SchoolCare’s financial condition as a “going concern” through the end of the 2025-2026 coverage year, as evidenced by the \$30,000,000 member assessment in September 2025, discussed below. *See* Ex. 12, 2025 Audited Financial Statement, at 20-21.

72. On information and belief, the District believes SchoolCare avoided raising annual premiums higher, in whole or at least in large part, out of fear of losing membership/business to competitors such as HealthTrust (another governmental risk pool) or health insurers. SchoolCare’s representations rates, however, turned into a bait-and-switch once SchoolCare’s “firm and final” rates quoted for the 2025-2026 coverage year proved insufficient and the Board opted for the drastic \$30,000,000 member assessments in September 2025.

73. In the summer of 2025, according to SchoolCare, SchoolCare learned that its financial position was continuing to worsen such that SchoolCare’s “firm and final” rates quoted to members may not be sufficient to enable SchoolCare to pay claims for the entirety of the 2025-2026 coverage year. SchoolCare perceived a possible need for a cash bailout related to the possibility of SchoolCare’s funds running out at some point later in the 2025-2026 plan year.

74. In August 2025, SchoolCare’s Board began considering possible member assessments as a means of achieving its cash bailout. On information and belief, SchoolCare did not alert its members of the brewing problems, despite having a fiduciary duty to act in the best interests of members, per an express SchoolCare Board policy, *see* Ex.2, Policy excerpts.

75. At the August 20, 2025 Board meeting, it appears SchoolCare’s staff and Board either ignored the 2008 no-assessment Board policy or did not know about it, because the discussion centered on whether SchoolCare had a right to issue any member assessments. *See* Ex. 18. It also appears the August 20, 2025 Board meeting was not publicly posted as required by RSA 91-A:2, II, *see* Count VII below; *see also* Ex. 22; Ex. 23; Ex. 24.

76. On September 3, 2025 and September 11, 2025, SchoolCare’s Board met to further discuss the possibility of issuing member assessments. *See* Ex. 18, Minutes (being filed under seal until SchoolCare has the opportunity to respond<sup>4</sup>).

77. Before long, however, SchoolCare’s Board had seemingly convinced itself that it somehow has the right to assess members, despite the absence of enabling language in membership agreements and despite the long-standing 2008 no-assessment policy.

78. On information and belief, SchoolCare was confronting a financial crisis and exploring (novel) member assessments, but still did not alert its members of the brewing problems, despite having a fiduciary duty to act in the best interests of members, per an express SchoolCare Board policy, *see* Ex.2, Policy excerpts.

79. On September 21, 2025, SchoolCare’s Board met and purported to adopt a total of \$30,000,000 member assessments in 2025. *See* Ex. 18, Minutes.<sup>5</sup> As an aside, at this meeting the Board completely misused the “emergency” meeting provisions of RSA chapter 91-A and, further, SchoolCare has since improperly claimed the minutes of this meeting and SchoolCare’s 2008 no-assessment policy cannot be publicly disclosed. In short, there seems to have been, and still be, a secretive nature about this September 21, 2025 meeting, which SchoolCare continues to be non-transparent about by, for example, even allowing the public to see the minutes of the meeting or the 2008 no-assessment policy SchoolCare was violating.

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<sup>4</sup> These minutes are being filed under seal due to SchoolCare’s assertion, to date, of confidentiality over these minutes, with which plaintiffs disagree; in plaintiffs’ view, the entirety of these minutes should be open to public inspection; a separate motion to seal is being filed as a courtesy to SchoolCare so as to enable it to make arguments concerning sealing; plaintiffs intend to oppose any argument by SchoolCare to seal.

<sup>5</sup> It appears the September 21, 2025 Board meeting may not have been or was not publicly posted as required by RSA 91-A:2, II, *see* Count VII below; *see also* Ex. 22; Ex. 23; Ex. 24. Moreover, a physical quorum of the SchoolCare Board was not present at the September 21, 2025 meeting, as required by RSA 91-A:3, III(b). *See* Ex 18 (meeting minutes); *see also* Ex. 6, § 3.5 (By-laws making no reference to virtual voting).

80. It is also worth emphasizing the drastic nature of the assessments, which aimed to re-fill SchoolCare’s coffers and make up for years of mismanagement in one fell swoop, irrespective of the significant disruption that would cause its member school districts, who had already planned and adopted annual budgets.

81. To be clear, SchoolCare’s \$30,000,000 assessment directly contravened the Board’s long-standing, still in effect, 2008 no-assessment policy. This is the same policy that, on information and belief, SchoolCare has submitted to AGRiP and perhaps others to demonstrate that SchoolCare was following best practices.

82. As for determining who would pay what totaling \$30,000,000, because nothing in any contract with the District or its employees allowed or in any way envisioned mid-year member assessments by SchoolCare, SchoolCare’s determination of the amount and methodology of member assessments were wholly left to the SchoolCare Board’s fiat, without member input or any guardrails. Put another way, the SchoolCare Board, without going to the members to whom that Board had pledged a fiduciary duty, purported to create a brand-new assessment authority over members and then made up the contours of this new purported power as it went along.

83. On October 1, 2025, SchoolCare issued the District an invoice for the portion of the \$30,000,000 that SchoolCare had determined the District must pay as a mid-year “contribution assessment” in the amount of \$1,697,939.99. *See* Ex. 13, Invoice.

84. And, instead of just issuing an invoice, SchoolCare’s October 1, 2025 assessment and transmittal email imposed the following express, unequivocal threats:

**Payment terms:**

- **Due upon receipt.**
- **Grace period:** No interest if paid by December 31, 2025.
- **Interest:** Beginning January 1, 2026, 0.5% per month on unpaid balances.
- **Claims processing:** If no payment plan or intent to pay is in place by May 1, 2026, claim payments will be suspended.
- **Final deadline:** If unpaid by July 15, 2026, claims will be denied and covered individuals will be responsible for costs.

Ex. 13, Transmittal Email Accompanying Invoice.

85. SchoolCare made these threats without any basis in its contracts with the plaintiffs as a means of unfairly holding individuals' (already-promised) healthcare from SchoolCare hostage to create duress and coercively leverage payment of the member assessments.

86. SchoolCare's October 1, 2025 transmittal misrepresented that SchoolCare had contractual authority to issue the assessment. *See* Ex. 13.

87. On October 10, 2025, the District requested and received a copy of the District's membership agreement. *See* Ex. 14.

88. The District's review of its membership agreement revealed SchoolCare's misrepresentations about its perceived authority to issue member assessments.

89. In January 2026, the District began receiving monthly interest assessments from SchoolCare, making good on its threats of interest to coerce payment. *See* Ex 19.

90. The District has not paid the \$1,697,939.99 October 1, 2025 assessment.

91. The District is not the only member of SchoolCare who expressed views that the October 1, 2025 assessments were unlawful. At least two other member districts have called out SchoolCare's unlawful actions.

92. Prior to filing this litigation, the District sent a demand letter to SchoolCare on March 30, 2026 demanding that SchoolCare stand down from its threats to stop paying the District's claims on May 1, 2025. On April 1, 2026, SchoolCare's counsel replied and made it abundantly clear that SchoolCare flatly refused to alter course, clearly indicating SchoolCare intends to follow through on its coercive, unfair threats. What is more, SchoolCare recently emailed members touting its current financial status, *see* Ex. 21, illustrating that SchoolCare's

threat to irreparably harm the District and its employees, spouses, dependents, and retirees is completely unnecessary and inequitable.

**Count I  
Declaratory Judgment**

93. Plaintiffs reallege and reincorporate by reference all prior paragraphs of this Complaint as though fully set forth herein.

94. RSA 491:22, I, enables “[a]ny person claiming a present legal or equitable right . . . may maintain a petition against any person claiming adversely to such right . . . to determine the question as between the parties, and the court’s judgment or decree thereon shall be conclusive.”

95. Plaintiffs claim that they (and all SchoolCare-enrolled District employees, spouses, dependents and retirees) have contractual rights to SchoolCare-provided coverage and claims payment through June 30, 2026, and SchoolCare has contractual obligations to continue to pay such covered claims in the normal course, without any requirement that the District pay the purported October 1, 2025 assessment of \$1,697,939.99 (or interest thereon), which as a matter of law SchoolCare has no contractual right to impose.

96. Plaintiffs therefore request the following declaratory judgments:

- a. To issue any mid-year contribution assessments or any time-based conditions related to same, SchoolCare must have a contractual right to do so;
- b. SchoolCare lacks any contractual right to issue the purported October 1, 2025 assessment of \$1,697,939.99 to the District.
- c. The District has no contractual obligation to pay the purported October 1, 2025 assessment of \$1,697,939.99 by SchoolCare.
- d. SchoolCare lacks any contractual right to condition payment of claims or loss of coverage on any purported time-based requirements (i.e., the May 1, 2026 and

July 15, 2026 deadlines SchoolCare seeks to impose) related to the purported October 1, 2025 assessment of \$1,697,939.99 to the District.

- e. SchoolCare lacks any contractual right to assess any interest to the District in relation to the purported October 1, 2025 assessment.
- f. The District has no contractual obligation to pay SchoolCare any interest in relation to the purported October 1, 2025 assessment.

97. With respect to the September 21, 2025 SchoolCare Board meeting, the District also requests the following declaratory judgments:

- a. “[C]ommon law requires all votes [of a corporation’s voting members] to be given in person.” *In re Schwartz & Gray*, 77 N.J.L. 415, 418-419 (N.J. 1909); *Bowditch v. Jackson Co.*, 76 N.H. 351, 360 (1912).
- b. SchoolCare is organized pursuant to RSA chapter 292, *see* Ex. 5, and there is no provision within RSA chapter 292 varying the common law rule requiring in-person voting. *See generally* RSA chapter 292; *see* RSA 292:6-b (“Voting”).
- c. SchoolCare’s By-Laws requires the member be “present” to count toward a quorum and to have a valid vote, meaning physically present; SchoolCare’s By-Laws make no reference to voting virtually, telephonically, by proxy, or otherwise in any way purporting to vary the common law rule of in-person voting. *See* Ex. 6, § 3.5 (“When a quorum **is present** at a meeting . . . .”) (Emphasis added); *United States v. Navarro*, 169 F.3d 228, 236 (“The whole dictionary definition suggests that the common-sense meaning of “presence” is physical existence in the same place as whatever act is done there.”); *United States v. Lawrence*, 248 F.3d 300, 303 (4th Cir. 2001); *compare Neumann v. Winnepesaukee Timeshare*

*Owners' Ass'n*, 147 N.H. 111, 114-115 (2001) (allowing proxy voting for RSA 292 corporation where by-laws expressly provided for proxy voting); *Harris v. Nat'l Oak Park High Sch. Alumni Ass'n*, 187 So.3d 151, 153 (Miss. 2015) (remanding case after finding it was necessary to first ascertain whether “bylaws authorized the Board to conduct a meeting by telephone or teleconference”).

- d. While RSA 91-A permits remote participation in meetings, it does not compel that result, but rather states: “A public body may, but is not required to, allow one or more members of the body to participate in a meeting by electronic or other means of communication . . . .” RSA 91-A:2, III.
- e. Thus, given that SchoolCare’s By-Laws require a quorum to be physically present to vote, and SchoolCare had less than a quorum physically present at its September 21, 2025 Board meeting, SchoolCare’s September 21, 2025 vote on the \$30,000,000 assessment was defective, out of compliance with SchoolCare’s By-Laws, and of no effect.

98. Plaintiffs request that the Court issue the foregoing declaratory judgments and also request such other declaratory judgments in relation to the foregoing as may be requested and/or deemed necessary to resolve the contractual dispute between the plaintiffs and defendants and, as a matter of law, contractually nullify the purported October 1, 2025 assessment of \$1,697,939.99 to the District along with purported interest.

**Count II**  
**Breach of Contract**

99. Plaintiffs reallege and reincorporate by reference all prior paragraphs of this Complaint as though fully set forth herein.

100. The District's membership agreement and 2025-2026 rate renewal comprise a valid, binding, definite, enforceable contract with SchoolCare supported by adequate mutual consideration, which SchoolCare has breached as stated herein.

101. Dr. Boston's benefits booklet for the 2025-2026 coverage year and other documents referenced therein constitute a valid, binding, definitive, enforceable contract with SchoolCare supported by adequate mutual consideration, which SchoolCare has breached as stated herein.

102. First, there should have never been the need for SchoolCare to confront the issue of member assessments. The District's membership agreement with SchoolCare provides, among other things, that SchoolCare "will procure and maintain in force either fully insured coverage, or stop-loss (excess risk) insurance which will provide maximum liability protection." Ex. 7, at 1. SchoolCare breached Dover's membership agreement by failing to procure and maintain "maximum liability protection" for either excess insurance or stop-loss coverage, resulting in harm to the District and/or Dr. Boston.

103. To issue any mid-year contribution assessments or any time-based conditions related to same, SchoolCare must have a contractual right to do so.

104. There is no language or terms in the District's membership agreement (and 2025-2026 coverage year "firm and final" rate renewal) enabling mid-year member assessments.

105. There is no language or terms in the SchoolCare benefits booklet and related documents making Dr. Boston's health coverage for the 2025-2026 coverage year contingent or dependent upon the District (or anyone else) paying any assessment.

106. SchoolCare therefore breached the District's membership agreement and Dr. Boston's healthcare agreement because SchoolCare lacks any contractual right to issue the

\$1,697,939.99 assessment (or interest) to the District or to condition already-promised and relied-upon health coverage of District employees (including Dr. Boston), spouses, dependents, or retirees for the 2025-2026 coverage year on any payment of the assessment at all (or within any time period unilaterally imposed by SchoolCare).

107. To the contrary, SchoolCare’s Board enacted a no-assessment policy in 2008, which was in effect and followed for almost 18 years without issuing any member assessments. The 2008 no-assessment policy was in effect at the inception of the 2025-2026 coverage year (and the execution of the District’s contract with SchoolCare and Dr. Boston’s contract with SchoolCare). *Cf. Langlois v. Association Canado-Americaine*, 79 N.H. 264 (1919).

108. Moreover, SchoolCare expressly characterized the District’s 2025-2026 premium rates as “firm and final.” This language underscores SchoolCare’s breach of contract (the District’s membership agreement) and forecloses SchoolCare from later attempting to make the premium due variable and subject to unilaterally announced increases such as SchoolCare’s \$1,697,939.99 assessment to the District. SchoolCare’s imposition of this assessment is functionally an unconsented-to rate increase in that SchoolCare is purporting to require the District to pay significantly more money than was contractually agreed upon for the 2025-2026 coverage year, despite being packaged or characterized as an “assessment.”

109. And, even assuming *arguendo* SchoolCare had a discretionary contractual right to issue member assessments (it does not), SchoolCare’s actions also breached the implied covenant of good faith and fair dealing in the District’s membership agreement by: (i) adopting a higher-than-necessary assessment amount attempting to recover multiple years of reserve depletion at once; (ii) discussing, developing, and purporting to approve the assessment without communication to members and pursuant to meetings out of compliance with RSA chapter 91-A

as set forth below; (iii) using covered individuals' health coverage unfairly and coercively through time-based threats of non-performance, *see Lawton v. Great Southwest Fire Ins. Co.*, 118 N.H. 607, 612 (1978) ("Where the defendant's failure to make prompt payment under the policy is to coerce the insured into accepting less than full performance of the insurer's contractual obligations, as is alleged here, there is a breach of this covenant."); (iv) mal-apportioning and/or failing to fairly apportion the assessment to the District, whose claims experience did not warrant was the District was assessed; (v) adopting a 2008 no-assessment policy and, without warning, failing to adhere to the 2008 no-assessment policy.

110. The District has paid, and intends to pay, to SchoolCare all required premiums consistent with the 2025-2026 rate renewal with SchoolCare. The District has otherwise performed, and stands ready to continue performing, its contractual promises.

111. Dr. Boston has paid, and intends to pay, to SchoolCare all required premiums consisted with the SchoolCare benefits booklet and other contract documents referenced therein. Dr. Boston stands ready to continue performing her contractual promises.

112. SchoolCare's \$1,697,939.99 assessment to the District was in breach of the District's membership agreement and the 2025-2026 rate renewal.

113. SchoolCare's purported interest assessments, its threat to stop paying District claims after May 1, 2026, and its threat to eventually deny claims and disclaim coverage are clear, unequivocal, material, breaches of the District's contract with SchoolCare.

114. SchoolCare's \$1,697,939.99 assessment to the District, its purported interest assessments, its threat to stop paying District claims after May 1, 2026, and threat to eventually deny claims and disclaim coverage are clear, unequivocal, material, breaches of Dr. Boston's contract with SchoolCare.

115. Allowing SchoolCare to issue and proceed with the \$1,697,939.99 assessment to the District, and to stop paying claims after May 1, 2026 and eventually deny and disclaim coverage after July 15, 2026 would cause the District and Dr. Boston (and the District’s employees, their spouses, their dependents, and District retirees) irreparable harm. *See, e.g., Brantley v. Maxwell-Jolly*, 656 F. Supp. 2d 1161, 1176 (N.D. Cal. 2009) (“Numerous federal courts have recognized that the reduction or elimination of public medical benefits irreparably harms the participants in the programs being cut.”); *Smith v. Benson*, 703 F. Supp. 2d 1262, 1278 (S.D. Fla. 2010) (“Denying a Medicaid recipient an essential medical service constitutes irreparable harm.” (quotation omitted)); *Massachusetts Asso. of Older Americans v. Sharp*, 700 F.2d 749, 753 (1st Cir. 1983) (“Termination of benefits that causes individuals to forego such necessary medical care is clearly irreparable injury.”).

116. Without disclosing any individual SchoolCare participant’s private medical information, there are District employees enrolled in SchoolCare who are currently receiving necessary medical treatments for all manner of ailments, including life-threatening conditions.

117. The irreparable threat facings retirees is likewise evident. This Court can take judicial notice that retired individuals are often on a fixed income, “many will get sick and need medical care”, and medical coverage “is a necessity” the loss of which causes irreparable harm. *See United Steelworkers v. Textron, Inc.*, 836 F.2d 6, 8 (1st Cir. 1987).

118. As of the filing of this Complaint, it is not too late to avert the irreparable harm posed by SchoolCare’s breaches of contract.

119. The District and Dr. Boston request preliminary and permanent injunctive relief requiring and ordering that SchoolCare to continue paying covered claims of District employees, spouses, dependents, and retirees through the end of the coverage year on June 30, 2026.

120. The District and Dr. Boston also request preliminary and permanent injunctive relief invalidating and abating the \$1,697,939.99 assessment to the District, invalidation/abatement of all interest purportedly added to same.

121. The District and Dr. Boston also request specific enforcement of their respective contracts with SchoolCare, to include the Court's invalidation/abatement of the \$1,697,939.99 assessment to the District, invalidation/abatement of all interest purportedly added to same, and an Order directing SchoolCare to continue paying claims of District employees, spouses, dependents, and retirees through the end of the coverage year on June 30, 2026.

122. Injunctive relief and specific performance are warranted because:

- a. After-the-fact legal remedies would be inadequate to substitute for loss of SchoolCare's health coverage and enrolled District employees', spouses', dependents', and retirees' inability to receive medical treatments.
- b. Granting injunctive relief and specific performance imposes no undue hardship on SchoolCare, who has recently touted its current financial viability, *see* Ex. 21.
- c. Failure to grant injunctive relief or specific performance would be unconscionable and would countenance SchoolCare's unfair attempt to leverage already-promised, relied-upon health coverage as a bargaining chip.

123. In the event the District is ultimately forced to pay the assessment and/or interest thereon, such amounts are proximate causes of the aforesaid breaches and the the District requests an award of damages in an amount to be proven at trial to include \$1,697,939.99, interest payments coerced out of the District by SchoolCare, together with prejudgment interest and allowable costs taxed in favor of the District.

124. In the event SchoolCare stops paying Dr. Boston's claims after May 1, 2026 and/or denies claims and/or disclaims its contractual obligations regarding her health coverage, such amounts Dr. Boston must then pay are proximate causes of the aforesaid breaches and she requests an award of damages in an amount to be proven at trial together with prejudgment interest and allowable costs taxed in favor of Dr. Boston.

125. In addition to the foregoing, SchoolCare is bound contractually to follow its By-Laws. *See Neumann*, 147 N.H. at 115. As alleged above in Count I, SchoolCare's Board violated the By-Laws, and thereby breached its contract with members (including the District), by purporting to approve a \$30,000,000 member assessment on September 1, 2025, even though a quorum was not physically present, as required by SchoolCare's By-Laws. The District requests temporary, preliminary, and permanent injunctive relief preventing SchoolCare from taking any action to impose or collect any portion of the defectively approved \$30,000,000 assessment against the District. In the event the District is ultimately forced to pay the assessment and/or interest thereon, such amounts are proximate causes of the aforesaid breach of the By-Laws and the the District requests an award of damages in an amount to be proven at trial to include \$1,697,939.99, interest payments coerced out of the District by SchoolCare, together with prejudgment interest and allowable costs taxed in favor of the District.

**Count III**  
**Negligent Misrepresentation & Breach of Fiduciary Duty**

126. The District realleges and reincorporates by reference all prior paragraphs of this Complaint as though fully set forth herein.

127. SchoolCare owed the District a duty to avoid making negligent misrepresentations.

128. By letter dated November 5, 2024, SchoolCare expressly, and negligently, represented what the District’s “firm and final renewal rates” would be for the 2025-2026 coverage year. *See* Ex. 10.

129. At the time SchoolCare made the foregoing representation, SchoolCare knew or should have known that its financial position was worsening, its reserves were depleting (as even addressed in the letter itself, *see* Ex. 11), all such that the rates charged to members for SchoolCare’s healthcare product and services would likely or may need to change during the 2025-2026 coverage year.

130. SchoolCare’s policies acknowledge an express fiduciary duty to the District, including a fiduciary duty to continuously monitor SchoolCare’s financial condition. *See* Ex.2, Policy excerpts. Either insufficient monitoring was occurring, and/or continuous monitoring was occurring and revealing ongoing depletion of SchoolCare’s reserves with ignored financial red flags.

131. The District was induced to rely, and relied, justifiably and reasonably and to the District’s detriment, on SchoolCare’s “firm and final renewal rates”, signing the document back to SchoolCare to extend membership for the 2025-2026 coverage year. *See* Ex. 11.

132. The District was proximately damaged by SchoolCare’s material misrepresentation of “firm and final renewal rates” once SchoolCare adopted a mid-year member assessment in September 2025, which materially increased the cost of SchoolCare’s healthcare program to the District by \$1,697,939.99, plus interest assessments, all proximately caused damages by SchoolCare’s negligent misrepresentation.

133. The District requests preliminary and permanent injunctive relief requiring and ordering that SchoolCare to continue paying covered claims of District employees, spouses, dependents, and retirees through the end of the coverage year on June 30, 2026.

134. The District also request preliminary and permanent injunctive relief invalidating and abating the \$1,697,939.99 assessment to the District, invalidation/abatement of all interest purportedly added to same.

135. In the event the District is ultimately forced to pay the assessment and/or interest thereon, such amounts are proximate causes of the aforesaid negligent misrepresentation and the District seeks an award of all such damages proximately caused by SchoolCare's negligent misrepresentation, in an amount to be proven at trial to include \$1,697,939.99, interest payments coerced out of the District by SchoolCare, together with prejudgment interest and allowable costs taxed in favor of the District.

**Count IV**  
**Breach of Fiduciary Duty**

136. The District realleges and reincorporates by reference all prior paragraphs of this Complaint as though fully set forth herein.

137. SchoolCare's policies acknowledge an express fiduciary duty to the District, including a fiduciary duty to continuously monitor SchoolCare's financial condition. *See* Ex. Policy excerpts.

138. SchoolCare breached its fiduciary duty by making decisions that SchoolCare felt was in SchoolCare's best interests, not the best interests of the District, including:

- a. To fail to procure sufficient excess or stop-loss insurance to protect against its insolvency.

- b. To fail to consult with members before resorting to any member assessments, generally and in view of SchoolCare’s long-standing no-assessment policy.
- c. SchoolCare’s drastic decision to opt a \$30,000,000 member assessment was seeming an act to benefit SchoolCare (and make up for years of mismanagement), irrespective of the District’s and other members’ interests;
- d. SchoolCare’s self-serving threats to stop performing after May 1, 2026 were breaches of fiduciary duty to the District.
- e. To cause the financial crisis culminating in 2025, years-long in the making, by way of either insufficient monitoring and/or ignoring financial red flags, SchoolCare’s financial trends, and industry financial trends.
- f. Misrepresenting “firm and final” rates to the District for the 2025-2026, despite the red flags SchoolCare saw first-hand as well as industry-wide.
- g. Failing to obtain sufficient excess and/or stop-loss insurance to protect individuals receiving healthcare from SchoolCare’s insolvency.

139. The District was proximately damaged by SchoolCare’s breaches of fiduciary duty once SchoolCare adopted a mid-year member assessment tyin September 2025, which materially increased the cost of SchoolCare’s healthcare program to the District by \$1,697,939.99, plus interest assessments, all proximately caused damages by SchoolCare’s breach of fiduciary duty.

140. The District requests preliminary and permanent injunctive relief requiring and ordering that SchoolCare to continue paying covered claims of District employees, spouses, dependents, and retirees through the end of the coverage year on June 30, 2026.

141. The District also request preliminary and permanent injunctive relief invalidating and abating the \$1,697,939.99 assessment to the District, invalidation/abatement of all interest purportedly added to same.

142. In the event the District is ultimately forced to pay the assessment and/or interest thereon, such amounts are proximate causes of the aforesaid breaches of fiduciary duty and the District seeks an award of all such damages proximately caused by SchoolCare’s negligent misrepresentation, in an amount to be proven at trial to include \$1,697,939.99, interest payments coerced out of the District by SchoolCare, together with prejudgment interest and allowable costs taxed in favor of the District.

**Count VI**  
**Consumer Protection Act (N.H. RSA chapter 358-A)**

143. Plaintiffs reallege and reincorporate by reference all prior paragraphs of this Complaint as though fully set forth herein.

144. The District and the City comprise a single municipal corporation, *see* Dover Code § C1-1, *available at* <https://ecode360.com/32591433>; *see also* RSA 49-C:2, meaning the District is a “person” within the meaning of RSA 358-A:1, I.

145. Dr. Boston is also a “person” within the meaning of RSA 358-A:1, I.

146. SchoolCare is a corporation and therefore a “person” within the meaning of RSA 358-A:1, I.

147. RSA 358-A:2 makes it unlawful “for any person to use any . . . unfair or deceptive act or practice in the conduct of any trade or commerce within the state.”

148. SchoolCare’s provision of contracted health coverage with the plaintiffs is “the conduct of . . . trade or commerce within this state”, RSA 358-A:2, I. *See also* RSA 358-A:1, II (defining “trade” and “commerce”).

149. By its letter dated November 5, 2024, SchoolCare expressly represented what the District’s “firm and final renewal rates” would be for the 2025-2026 coverage year. *See* Ex. 10. In doing so, SchoolCare committed a per se violation of RSA 358-A:2, I(V) against the District, as the statute proscribes “[r]epresenting that goods or services have . . . characteristics . . . that they do not have.” Once SchoolCare invoiced the mid-year assessment to the District on October 1, 2025, the District’s previously quoted cost of SchoolCare for the 2025-2026 was not in fact “firm and final” (that is, if SchoolCare is permitted to unilaterally change its price).

150. Moreover, SchoolCare’s coercive actions are “unfair or deceptive” acts or practices within the meaning of RSA 358-A:2, I and not merely a common breach of contract.

151. The New Hampshire Supreme Court has held that while “[a]n ordinary breach of contract claim . . . is not a violation of the CPA”, a breach may rise to that level if “the objectionable conduct . . . attain[s] a level of rascality that would raise an eyebrow of someone inured to the rough and tumble of the world of commerce.” *Axenics, Inc. v. Turner Constr. Co.*, 164 N.H. 659, 675-676 (2013).

152. With respect to Massachusetts’ Consumer Protection Act, which New Hampshire often looks to for guidance, *see Milford Lumber Co. v. RcB Realty*, 147 N.H. 15, 17 (2001)<sup>6</sup>, Courts have held that a breach of contract is actionable if “the breach [is] knowing and intended to secure ‘unbargained-for’ benefits to the detriment of the other party”, “rising . . . to the level of commercial extortion or a similar degree of culpable conduct.” *City of Revere v. Boston Logan Airport Assocs.*, 416 F. Supp. 2d 200, 209 (D. Mass. 2005) (quotation omitted).

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<sup>6</sup> *See also Berlin Station, LLC v. Babcock & Wilcox Constr. Co.*, 2015 N.H. Super. LEXIS 6, \*26 (Merrimack Super. June 1, 2015) (“The Massachusetts statute is the model for the New Hampshire Consumer Protection Act, RSA 358-A, and the New Hampshire Supreme Court has considered cases decided under it persuasive authority.”).

153. As alleged above, at the time SchoolCare purported to adopt the \$30,000,000 assessment in September 2025:

- a. Nothing in SchoolCare’s Articles of Agreement, By-Laws, member agreement with the District, individual benefits booklets and related documents, or any other such document provided for mid-year member assessments or conditioned health coverage on payment of mid-year member assessments.
- b. To the contrary, since 2008 (and at the time of the September 2025 Board vote to adopt the \$30,000,000 member assessments), SchoolCare had an express no-assessment policy in place which, on information and belief, SchoolCare submitted to AGRiP to achieve AGRiP certification.
- c. SchoolCare had never issued a member assessment until September 2025.

154. By imposing the October 1, 2025 \$1,697,939.99 assessment against the District, SchoolCare’s conduct “attain[ed] a level of rascality that would raise an eyebrow of someone inured to the rough and tumble of the world of commerce,” *Axenics, Inc.*, 164 N.H. at 675-676, thereby committing an unfair or deceptive act or practice prohibited by RSA 358-A:2 against the District and/or Dr. Boston, for which SchoolCare is not exempt, *see* RSA 358-A:3, I, as SchoolCare is not subject to any of the regulators listed in paragraph I of this statute.

155. By imposing the October 1, 2025 \$1,697,939.99 assessment against the District, and issuing the coercive, time-based threats of non-performance, SchoolCare knowingly and intentionally breached its membership agreement with the District and its contract with Dr. Boston, all for SchoolCare to secure unbargained-for benefits, SchoolCare’s conduct “attain[ed] a level of rascality that would raise an eyebrow of someone inured to the rough and tumble of the

world of commerce,” *Axenics, Inc.*, 164 N.H. at 675-676, thereby committing an unfair or deceptive act or practice prohibited by RSA 358-A:2 against the District and/or Dr. Boston.

156. Put another way, SchoolCare’s breaches were extortionate or of sufficiently similar culpability because, not only did SchoolCare issue the October 1, 2025 assessment for \$1,697,939.99, but SchoolCare coupled that breach with unfair, deceptive, heavy-handed, baseless threats of stopping claims payment and eventually coverage unless the \$1,697,939.99 assessment were paid within SchoolCare’s unilaterally-determined schedule.

157. SchoolCare, in essence, cavalierly used individuals’, including Dr. Boston’s, relied-upon health coverage, promised through June 30, 2026, as a bargaining chip or means of leveraging payment of an unbargained-for \$1,697,939.99 during the 2025-2026 coverage year.

158. SchoolCare’s conduct “attain[ed] a level of rascality that would raise an eyebrow of someone inured to the rough and tumble of the world of commerce,” *Axenics, Inc.*, 164 N.H. at 675-676, thereby committing an unfair or deceptive act or practice, *see* RSA 358-A:2, I.

159. By analogy, the operative statute spelling out unfair or deceptive insurance practices illustrates it is patently unfair or deceptive for an insurer to charge “premium or charge for insurance any sum in excess of . . . the premium or charge applicable to such insurance and as specified in the policy”. RSA 417:4, XII.

160. As expressly authorized by RSA 358-A:10, I, the District and Dr. Boston each request a preliminary and permanent injunction against SchoolCare’s unfair or deceptive assessment of \$1,697,939.99 as well as SchoolCare’s unfair or deceptive threats to stop paying claims after May 1, 2026 and to eventually deny claims if the \$1,697,939.99 (plus interest) is not paid by July 15, 2026.

161. As allowed by RSA 358-A:10, I, the District and Dr. Boston each also request for the Court to award the District and Dr. Boston, each, the greater of \$1,000 or actual damages in an amount to be proven at trial.

162. In the event the District is ultimately forced to pay the assessment and/or interest thereon, such amounts are proximate causes of SchoolCare's unfair or deceptive acts or practices for which the District requests an award of damages in an amount to be proven at trial to include \$1,697,939.99, interest payments coerced out of the District by SchoolCare, together with prejudgment interest and allowable costs taxed in favor of the District.

163. In the event SchoolCare stops paying Dr. Boston's claims after May 1, 2026 and/or denies claims and/or disclaims its contractual obligations regarding her health coverage, such amounts Dr. Boston must then pay are proximate causes of SchoolCare's unfair or deceptive acts or practices and she requests an award of damages in an amount to be proven at trial.

164. In the event SchoolCare stops paying claims, it is foreseeable that some District employees or retirees may or will incur significant untreated medical conditions, injuries, or even death as a proximate cause of SchoolCare's unfair or deceptive acts or practices.

165. SchoolCare's unfair or deceptive acts were willful and/or knowing, entitling the District and/or Dr. Boston, each, to double or treble damages, as allowed by RSA 358-A:10, I.

166. The District and Dr. Boston each also request an award of costs and attorney's fees as allowed by RSA 358-A:10, I.

**Count VII**  
**Violation of the Right-to-Know Law (N.H. RSA chapter 91-A)**

167. Plaintiffs reallege and reincorporate by reference all prior paragraphs of this Complaint as though fully set forth herein.

168. Any person aggrieved by violations of the Right-to-Know Law in New Hampshire RSA chapter 91-A “may petition the superior court for injunct relief.” RSA 91-A:7, I.

169. Plaintiffs are persons aggrieved within the meaning of RSA 91-A:7, I.

170. SchoolCare is a public body subject to the Right-to-Know Law in New Hampshire RSA chapter 91-A. *See* RSA 91-A:1-a; *Prof’l Firefighters v. HealthTrust, Inc.*, 151 N.H. 501, 503-505 (2004); *Prof’l Firefighters v. Local Gov’t Ctr.*, 159 N.H. 699, 704-706 (2009).

171. RSA chapter 91-A requires, among other things, the following:

- a. A public notice of meeting posted at least 24 hours prior to any meeting of SchoolCare’s Board. *See* RSA 91-A:2, II. This requirement applies even to so-called “emergency meetings”, which for purposes of posting mean a “situation where immediate undelayed action is deemed to be imperative by the chairman or presiding officer of the public body.” RSA 91-A:2, II. Emergency meetings, however, must still be posted “as soon as practicable” and the public body “shall employ whatever further means are reasonably available to inform the public that a meeting is to be held.” *Id.* Lastly, “[t]he minutes of the meeting shall clearly spell out the need for the emergency meeting.” *Id.*
- b. must be posted publicly “as soon as practicable, and shall employ whatever further means are reasonable available to inform the public that a meeting is to be held”, RSA 91-A:2, II.

- c. “Except in an emergency, a quorum of the public body shall be physically present at the location specified in the meeting notice as the location of the meeting.”

RSA 91-A:2, III(b).

- d. Minutes are kept of all SchoolCare Board meetings and such minutes are available to the public, unless lawfully sealed pursuant to RSA 91-A:3. *See* RSA 91-A:2, II; RSA 91-A:3, III.

- e. If the public body is holding a so-called “emergency meeting”, then the minutes must: (i) “clearly spell out the need for the emergency meeting”, RSA 91-A:2, II; (ii) the Chair’s determination that an “emergency” exists along with “the facts upon which that determination is based”, RSA 91-A:III, b, and (iii) “[a]ny reason that [physical attendance of each remote Board member] is not reasonably practical”, RSA 91-A:3, III(a).

172. According to SchoolCare’s website, its meeting notices are posted as follows:

### Board Meetings and Minutes

Meeting Notices are located under the Resources Tab - [see Events and Training](#)

Meeting Minutes are available by contacting our office during normal business hours, 8:30 a.m. - 4:30 p.m. Monday through Friday.

« BACKGROUND

TESTIMONIALS »

Excerpt of [schoolcare.org/about-governance](http://schoolcare.org/about-governance) (accessed April 3, 2026).

173. On August 20, 2025, September 3, 2025, September 11, 2025, and September 21, 2025, the SchoolCare Board held meetings to discuss whether, to what extent, and how to issue the eventual \$30,000,000 member assessments in 2025. *See* Ex. 18, Minutes.

174. Searching internet archive sites and finding no archived version of SchoolCare’s website showing public meeting postings for the August 20, 2025 and September 21, 2025, it appears the August 20, 2025 and September 21, 2025 meetings may not have been, or were not, publicly posted on SchoolCare’s website, as is required by RSA chapter 91-A:2, II (even for “emergency” meetings, which these were not, as explained below). *See* Ex. 22, Internet Archive Excerpt of SchoolCare Website taken Aug. 7, 2025, “Events and Training”, *available at* <https://web.archive.org/web/20250807100708/https://www.schoolcare.org/resources-events-training>; Ex. 23, Internet Archive Excerpt of SchoolCare Website taken Sep. 6, 2025, *available at* <https://web.archive.org/web/20250906011324/https://www.schoolcare.org/resources-events-training>; Ex. 24, Archive.today taken 8.26.25, *available at* <https://archive.ph/Qe2yl>

175. The minutes do show that a physical quorum of the SchoolCare Board was not present at the SchoolCare Board meetings on August 20, 2025 and September 21, 2025. *See* Ex 18. Pursuant to SchoolCare’s By-Laws, Ex. 6, a physical quorum of the SchoolCare is six members.

- a. On August 20, 2025, seven SchoolCare Board members participated remotely by Microsoft Teams, meaning a quorum was not physically present.
- b. On September 21, 2025, five SchoolCare Board members participated remotely by Microsoft Teams, meaning a quorum was not physically present.

176. SchoolCare also unlawfully characterized each of these four meetings as “emergency” meetings within the meaning of RSA chapter 91-A.

177. With respect to meetings where a quorum of the SchoolCare Board is not physically present, RSA chapter 91-A defines an emergency as follows: “For purposes of this subparagraph, an ‘emergency’ means that immediate action is imperative and the physical

presence of a quorum is not reasonably practical within the period of time requiring action.”  
RSA 91-A:2, III(b).

178. SchoolCare completely misused the “emergency” meeting provisions:
- a. The SchoolCare Board’s discussions about the member-assessment issue spanned over a month. SchoolCare took up the member assessment issue between August 20, 2025 through September 21, 2025.
  - b. As the minutes show, at the end of each meeting on August 20, 2025, September 3, 2025, and September 11, 2025, the Board minutes identified its next meeting date (listed on the final page of each set of minutes), meaning the Board knew of a meeting date long before that meeting. *Cf. Appeal of Mascoma Valley Regional Sch. Dist.*, 141 N.H. 98, 100 (1996) (observing that foreseeability and avoidability factor into whether an emergency meeting is justified).
  - c. And, the perceived need for an infusion of money related to the possibility of SchoolCare’s funds running out at some point toward the end of the 2025-2026 coverage year, which was many months away and foreseeable. Clearly, “immediate action” was not “imperative.”

179. Neither “[i]mmediate undelayed action” in RSA 91-A:2, II nor “immediate action” in RSA 91-A:2, III(b), can mean a four-week-long period of planned meetings discussing a foreseeable problem that is many months away. *See Mead Sch. Dist. v. Mead Educ. Assn.*, 530 P.2d 302 (1975) (“The circumstances must be unexpected and must call so urgently for action that even the 1-day delay the notice entails would substantially increase a likelihood of such injuries.”). There was nothing emergent about SchoolCare’s situation.

180. For each so-called “emergency” SchoolCare Board meeting on August 20, 2025, September 3, 2025, September 11, 2025, and September 21, 2025:

- a. There appeared to be no reason why it was “not reasonably practical” for a quorum to be present at the meeting and no such reasons were recorded in the minutes of any meeting as required by RSA 91-A.
- b. SchoolCare’s minutes did not, as RSA 91-A requires of emergency meetings, state if and why the Chair determined an emergency existed along with the facts supporting same. *See* RSA 91-A:2, III(b) (“The determination that an emergency exists shall be made by the chairman or presiding officer of the public body, and the facts upon which that determination is based shall be included in the minutes of the meeting.”).

181. Nowhere in any of SchoolCare’s meeting minutes for August 20, 2025, September 3, 2025, September 11, 2025, and September 21, 2025 was any motion made or approved to seal such minutes. Nor was there any statutory basis to seal any such minutes. *See* Ex. 18. SchoolCare’s attorney has improperly and without legal basis asserted that these SchoolCare Board meeting minutes are confidential. By letter dated December 10, 2025, excerpted below, SchoolCare’s attorney Adam Varley wrote as follows (responding to the City of Portsmouth about various issues):

**Response to Document Requests/RSA 91-A**

As a threshold matter, we note that your letter requests certain materials based on the City's status as a member of the risk pool and also in reference to RSA 91-A, without necessarily drawing a distinction between the two. Given that we view the former as likely entitling the City to greater disclosure rights than the latter, we have labeled the responsive materials as either "Confidential" or "Public", to preserve SchoolCare's right to assert the confidential nature of certain of these materials (in full or in part) in the event of a request from the general public. These materials are so identified below and attached to this letter accordingly.

**Confidential Materials:**

- Actuarial reports of Willis Towers Watson, dated September 25, 2025.
- Minutes of the meetings of the SchoolCare Board of Directors, dated August 20, 2025, September 3, 2025, September 11, 2025 and September 21, 2025.
- Assessment Timeline.

182. As yet another violation of RSA 91-A, SchoolCare, through its counsel, has asserted that its 2008 no-assessment policy is a confidential record. On March 12, 2026, the undersigned Attorney Wyatt emailed counsel for SchoolCare, Attorney Varley, to ask if the 2008 no-assessment policy could be provided to the press. On March 12, 2026, SchoolCare's attorney responded, stating: "SchoolCare does view the policy as confidential vis-à-vis the general public (e.g., from a RTK perspective), in the same way that it would view other policy documents or sensitive information as proprietary and not for general consumption." A standard operating policy is not proprietary. And, even assuming otherwise, given the massive public interest in the \$30,000,000 member assessment, it strains credulity to assert that a Board policy directly contravening that action can remain private. Instead, it would appear SchoolCare is attempting to be non-transparent as part of its overall coercive scheme. The Court should declare the public is entitled to see SchoolCare's 2008 no-assessment policy.

183. Next, focusing specifically on the SchoolCare Board meeting on September 21, 2025 (a Sunday), wherein the Board purported to adopt and approve the \$30,000,000 member assessments, the SchoolCare Board violated RSA 91-A to the extent it did not post the meeting at least 24 hours in advance, by not having a quorum of the Board physically present, by failure

of the Chair to determine an “emergency” existed and the reasons why, by not recounting in the minutes exactly why an “emergency” existed, by not recounting in the minutes why the “physical presence of a quorum is not reasonably practical within the period of time requiring action” (RSA 91-A:3, III(b)), and by subsequently claiming, through their counsel, that the (non-sealed) meeting minutes are somehow confidential or not open to public inspection. *See generally* Ex. 18.

184. Plaintiffs were materially prejudiced by SchoolCare’s violations of RSA chapter 91-A as alleged. The September 21, 2025 meeting seems to have had a secretive quality, particularly to the extent the meetings were not publicly posted, as plaintiffs lacked notice of the meetings and were deprived of the ability to know the meetings were occurring as well as the opportunity to provide input as part of the member assessment issue, including the lack of SchoolCare’s legal authority to issue any such assessments. To the extent the meeting was not posted, the District (and all other members) were deprived of the opportunity to explore or marshal support for alternatives to the \$30,000,000 assessment before it became a fait accompli. The minutes reveal there was no opposing viewpoint, no challenged assumptions, and no direct member input sought or considered in the run-up to the \$30,000,000 assessment.

185. It appears the only individuals who attended the September 21, 2025 meeting (many virtually) were the full Board attended (5 members via teams), five SchoolCare staff members, and a group of “Consultants and Guests” consisting of a representative of the Secretary of State’s Office, a representative of “WTW” (believed to be Willis Towers Watson, an advisory risk management firm), a representative of “Davis Communication Management” (a public relations firm), and an outside attorney hired by SchoolCare. *See* Ex. 18. It is odd to say the least that only those seemingly aligned with SchoolCare attended the meeting at which the

Board adopted an unprecedented \$30,000,000 assessment, and all the more so that SchoolCare is maintaining the minutes of that meeting are confidential, despite the fact that the Board did not vote to enter into non-public session and also did not vote to seal the minutes.

186. To the extent the meeting was not posted in compliance with RSA 91-A, the public was also materially prejudiced in the same way, having no notice or opportunity to understand that a \$30,000,000 decision was about to send financial shockwaves throughout New Hampshire school district (some of whom, resorted to layoffs to pay the SchoolCare assessment).

187. The seemingly secretive nature of the meetings is also illustrated by the fact that SchoolCare seems to treat these as some form of non-public meetings with sealed minutes. SchoolCare's position that these Board meeting minutes are somehow confidential continues to harm and prejudice the District's ability to make public statements about the information in the minutes, the District's ability to inform its employees of the true facts, and the public's ability to know about SchoolCare's decision-making process that resulted in millions of dollars of member assessments and significant impacts to covered individuals and taxpayers.

188. Lastly, plaintiffs and the public were materially prejudiced by the lack of a physical quorum at the September 21, 2025 Board meeting, as required by RSA 91-A. The Right-to-Know law requires a physical quorum for a reason: The obvious intent of the Sunshine Act is to allow the public to see their representatives at work and observe their demeanor. Having Board members conduct a meeting by speakerphone, instead of attending in person, seriously violates the public's right to observe and assess the quality of the representation they are receiving" *Finucane v. Pennsylvania Milk Marketing Bd.*, 136 Pa. Commw. 681, 686 (Dec. 8, 1990) (quotation omitted). Having less than a quorum physically present can, for example, hamper or preclude the public from seeing facial expressions, demeanor, candor (or off-screen

coercion or side discussions), as just some examples. Furthermore, having less than a physical quorum can cause distraction of the remotely participating board member, impairing the free and informed (and transparent) public debate about public business.

189. Plaintiffs respectfully request that this Honorable Court find and declare:
- a. That SchoolCare violated RSA chapter 91-A in each of the ways outlined above;
  - b. That SchoolCare’s meeting minutes for August 20, 2025, September 3, 2025, September 11, 2025, and September 21, 2025 be declared non-confidential and open to public inspection, as the public has the right to know;
  - c. That the 2008 no-assessment SchoolCare Board policy be publicly accessible;
  - d. That the \$30,000,000 member assessment—purportedly approved and adopted at an seemingly un-posted, non-emergency without a physical quorum present and with defective minutes—of SchoolCare’s Board on September 21, 2025 should be declared invalid, *see* RSA 91-A:8, III (“The court may invalidate an action of a public body or public agency taken at a meeting held in violation of the provisions of this chapter, if the circumstances justify such invalidation.”); *Lambert v. Belknap Cty. Convention*, 157 N.H. 375 (2008) (reversing trial court and finding process to fill vacancy should have been invalidated for failure to comply with RSA 91-A); *Fla. Intergovernmental Risk Mgmt. Ass’n v. City of Greenacres*, 804 So.2d 448 (Fla. App. 2001) (holding risk pool assessment void due to risk pool’s failure to comply with Sunshine Law)<sup>7</sup>;

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<sup>7</sup> Furthermore, as explained in this case and cases such as *Zorc v. City of Vero Beach*, 722 So.2d 891 (1998) a public body cannot perfunctorily purport to cure the violation by ratifying the past action, but rather must essentially re-start the process and allow for public transparency into the process, the substantive deliberations, and the public body’s ultimate decision.

- e. For these same reasons, find and declare that SchoolCare’s purported \$1,697,939.99 assessment to the District, together with all purported interest assessments related to same, were unlawful and were not approved by SchoolCare’s Board at a meeting compliant with RSA chapter 91-A.
- f. Find and declare that the plaintiffs are entitled to an award of costs and attorney’s fees pursuant to RSA 91-A:8, I;
- g. Given the scope, gravity, and pattern of RSA 91-A violations, enjoin future such violations pursuant to RSA 91-A:8, V;
- h. Given the scope, pattern, and gravity of RSA 91-A violations, require that all SchoolCare Board members “undergo appropriate remedial training.”

190. In addition to the foregoing, with respect to SchoolCare’s violations of RSA chapter 91-A plaintiffs request such other relief as the Court deems just, equitable, and proper.

**Count VIII**  
**Attorney’s Fees; Costs; Temporary, Preliminary, and Permanent Injunctive Relief**

191. Plaintiffs reallege and reincorporate by reference all prior paragraphs of this Complaint as though fully set forth herein.

192. Plaintiffs request that the Court issue a temporary restraining Order, followed by a preliminary injunction, and ultimately a permanent injunction. Specifically, plaintiffs request the Court issue the following temporary, preliminary, and permanent injunctions:

- a. Direct SchoolCare to continue paying claims of Dover employees, spouses, dependents, and retirees through the end of the coverage year on June 30, 2026, so long as the original “firm and final” quoted contractual premiums for the 2025-2026 coverage year are paid to SchoolCare;
- b. Invalidation/abatement of SchoolCare’s \$1,697,939.99 assessment to the District;

- c. Invalidation/abatement of all interest purportedly assessed to the District by Schoolcare in relation to the \$1,697,939.99 assessment;
- d. Invalidate, suspend, enjoin, and dissolve SchoolCare's express threat to stop paying the District's claims after May 1, 2026;
- e. Invalidate, suspend, enjoin, and dissolve SchoolCare's express threat to eventually deny and disclaim coverage after July 15, 2026.

193. Plaintiffs are entitled to taxation of all allowable costs to SchoolCare pursuant to Superior Court Rule 45.

194. Plaintiffs are entitled to an award of costs and attorney's fees against SchoolCare pursuant to RSA 358-A:10, I.

195. Plaintiffs are entitled to an award of costs and attorney's fees against SchoolCare pursuant to RSA 91-A:8, I.

196. Plaintiffs are entitled to an award of costs and attorney's fees against SchoolCare pursuant to New Hampshire common law, (i) plaintiffs are enforcing clearly defined, established rights; (ii) given SchoolCare's unreasonable, bad faith, vexatious, wanton, and/or oppressive actions, and/or (iii) because plaintiffs have conferred a substantial benefit on the public through this action.

197. In the event the Court does not preliminarily and permanently enjoin SchoolCare's unlawful acts as alleged above, plaintiffs are entitled to a monetary judgment, with prejudgment interest, in an amount to be proven and determined at trial.

WHEREFORE, the plaintiffs pray for the following relief:

A. **On an emergency basis and no later than April 24, 2026, given SchoolCare's express threat to stop paying claims on May 1, 2026,** schedule a hearing, issue a temporary

restraining Order, followed by a preliminary injunction as requested herein and in the accompanying motion for temporary and preliminary injunctive relief;

- B. Issue declaratory judgments as requested above;
- C. Schedule a jury trial on all claims so triable, to the extent a trial is necessary;
- D. Schedule a bench trial on all claims triable to the Court, to the extent a trial is necessary;
- E. Award plaintiffs all remedies alleged in each Count above; and
- F. Grant such other relief as the Court deems just, equitable, and proper.

Respectfully submitted,

**DOVER SCHOOL DISTRICT**

Dated: April 6, 2026

By:     /s/ Joshua Wyatt      
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**Dr. Christine Boston**

Dated: April 6, 2026

By:     /s/ Anthony Carr    

Anthony Carr, Esq.

N.H. Bar No. 267623

Shaheen & Gordon

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603-749-5000

acarr@shaheengordon.com

**VERIFICATION**

I swear, declare, and affirm under penalty of perjury that the foregoing factual allegations set forth in this Complaint are true, correct, and accurate to the best of my knowledge, information, and belief. I further attest that the exhibits and attachments accompanying this Complaint are true and accurate copies of what they represent.

/s/ Christine Boston

Dr. Christine Boston

STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

On April 6, 2026, the above-named Dr. Christine Boston personally appeared before me and declared, and made oath, that the foregoing statements are true and accurate to the best of her knowledge, information, and belief, and the exhibits and attachments accompanying this Complaint are true and accurate copies of what they represent.

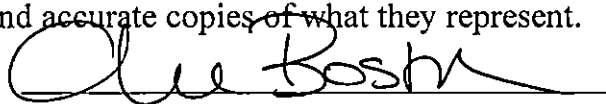
/s/ Patricia Moniello

Justice of the Peace/Notary Public

My commission expires: June 16, 2026

VERIFICATION

I swear, declare, and affirm under penalty of perjury that the foregoing factual allegations set forth in this Complaint are true, correct, and accurate to the best of my knowledge, information, and belief. I further attest that the exhibits and attachments accompanying this Complaint are true and accurate copies of what they represent.

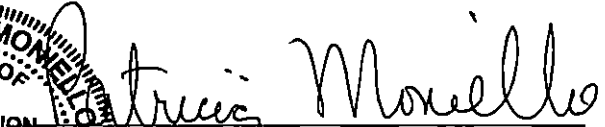
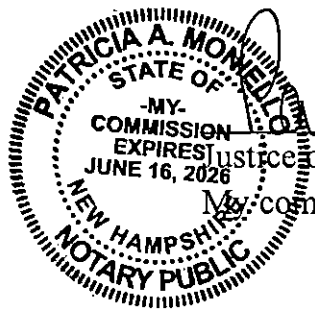


Dr. Christine Boston

STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

On April 6, 2026, the above-named Dr. Christine Boston personally appeared before me and declared, and made oath, that the foregoing statements are true and accurate to the best of her knowledge, information, and belief, and the exhibits and attachments accompanying this Complaint are true and accurate copies of what they represent.



Justice of the Peace/Notary Public

My commission expires: 6/16/2026