THE STATE OF NEW HAMPSHIRE

SUPREME COURT

Case No. 2020-0472

MAIA MAGEE AND SUNFIRE, LLC

V.

VITA COOPER, TRUSTEE, UTOPIA REVOCABLE TRUST

Reply Brief of the Plaintiffs, Maia Magee and Sunfire, LLC, in this Appeal of a Final Decision of the 9th Circuit Court – District Division – Milford, in a Landlord-Tenant Matter Under RSA 540-A

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Oral Argument Requested to be Argued by Craig Donais, Esq.

TABLE OF CONTENTS

PAGE

TABLE OF AUTHORITIES

Case **Page**

Statutes/Rules/Other Authorities

ARGUMENT

I. Introduction.

In Plaintiffs' opening brief, Plaintiffs thoroughly and persuasively set forth numerous errors made by the trial court. See Plaintiffs' Brief. In response, Defendant filed a brief that fails to address many of the cogent arguments set forth by Plaintiffs. For example, Defendant's brief fails to address, among other things, arguments found in Sections III, IV, V, VI, VII, and VIII of Plaintiffs' brief. Compare Plaintiffs' Brief with Defendant's Brief. Perhaps such is a function of Defendant's acknowledgement, at least implicitly, of the prevailing nature of Plaintiffs' arguments.

Rather than addressing Plaintiffs' well-pleaded arguments, Defendant's brief, instead, relies upon: factual allegations that are irrelevant[1] to the issues before this Court and misconstrue the record below; undeveloped and conclusory legal assertions that fail to advance Defendant's position and are not supported by sufficient legal authority; mischaracterizations of Plaintiffs' pleadings and the evidence that was

[1] Although Defendant previously objected to this appeal being consolidated with the related appeal in the possessory action, Defendant is now raising in her brief numerous assertions that concern the possessory action – this is the very reason that Plaintiffs previously suggested that the appeals be consolidated. Nonetheless, once this Court ruled that consolidation was not warranted, Defendant necessarily should have limited her brief in this action to only those legal issues raised in this appeal, rather than trying to unilaterally broaden the scope of this appeal to include matters that are more appropriate for the appeal in the possessory action.

presented before the trial court[2]; and colorful and inflammatory language that is, frankly, unbecoming of an appellate brief. See Defendant's Brief.

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[2] Plaintiffs maintain that, once this Court reviews the record below and the relevant pleadings, it will become clear that Defendant's characterizations of most matters are erroneous and/or objectively false. Just to provide some examples, Defendant incorrectly claims, among other things, that: (a) Plaintiffs "falsely asserted that the music had never been played before, yet it had been played periodically since 2008," Defendant's Brief, p. 8; and (b) Plaintiffs "continue to misrepresent, even to this Supreme Court," that Defendant fired gunshots, Defendant's Brief, p. 9.

As explained by Plaintiffs before the trial court, and in their opening brief, Plaintiffs have always maintained that, during the entirety of their stay at the premises (which began in 2019), they had never once heard Defendant play any music whatsoever, let alone loud music – such only began after the August 2020 hearing in the possessory action. The trial court explicitly found the same in its Order. See Defendant's Brief, p. 35 (holding that Plaintiffs "testified credibly that at no time during the summer of 2020 did the landlord use that outdoor stereo system. The tenant also testified credibly that, for all times when they were present at the leased premises in the summer of 2019 after moving in . . . they never heard the landlord use the outdoor stereo system. The landlord agreed that August 8, 2020 was the first time she had use[d] the outdoor stereo system during the summer of 2020, and she further could not recall how many times she used the outdoor stereo system during the summer of 2019.").

Thus, Defendant's claim that Plaintiffs somehow "falsely asserted that the music had never been played before," is a mischaracterization of Plaintiffs' position. Plaintiffs' position, which was confirmed by the trial court, has always been that Plaintiffs never heard Defendant playing music until the August 2020 hearing in the possessory action occurred.

Defendant similarly mischaracterizes Plaintiffs' assertions about the gunshots/firecrackers. Throughout this action, Plaintiffs have steadfastly maintained that the sounds heard from Defendant's property were reminiscent of gunshots and/or firecrackers; such was repeatedly stated before the trial court and throughout Plaintiffs' pleadings. Although it is certainly reasonable to conclude that the sounds were gunshots – particularly given Defendant's prior sign that threatened to shoot

There is little value in responding to such aspects of Defendant's brief. Nor is there any value in responding to the few unconvincing assertions Defendant made that did somewhat pertain to the arguments set forth in Plaintiffs' brief, as this Court will not be served by Plaintiffs merely reiterating arguments that were asserted in Plaintiffs' brief; however, Plaintiffs continue to rely upon the assertions set forth in their opening brief and incorporate the same herein by reference.

With such in mind, Plaintiffs now turn to two specific issues raised in Defendant's brief that – as explained below – are meritless for numerous reasons. As such, the two issues addressed below are insufficient to warrant the relief sought by Defendant.

II. This action is not moot.

According to Defendant, this action "should be dismissed as moot as the alleged acts occurred well after the [Plaintiffs] had been lawfully evicted from the premises." Defendant's Brief, p. 10. Plaintiffs disagree.

First, Defendant's argument on this point is contained in only two sentences in Defendant's brief – one sentence on page 10 and another on

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trespassers and was designed to intimidate Plaintiffs (which sign the trial court found to have violated RSA 540-A in a prior action), and given that Defendant produced no photographs or other physical evidence to demonstrate firecracker use (thereby implying the loud bangs were likely gunshots) – there is no way to confirm the same, and, thus, Plaintiffs have always referred to these sounds as being gunshots and/or firecrackers. See Plaintiffs' Brief. For Defendant to suggest otherwise is erroneous.

Defendant's brief is replete with these, and other, inaccuracies. The above are only two examples, but many more abound in Defendant's brief. Such will surely be confirmed upon this Court's review of the record and filed pleadings.

page 14 of Defendant's brief. Thus, this argument is clearly undeveloped. This is especially so given that Defendant fails to cite to a single case or other authority to support Defendant's conclusory proposition. Accordingly, this Court should necessarily refuse to entertain Defendant's argument concerning mootness – to the extent that two off-hand references to mootness can even be considered an argument. See, e.g., State v. Blackmer, 149 N.H. 47, 49 (2003) (explaining that in the "realm of appellate review, a mere laundry list of complaints . . . without developed legal argument, is insufficient to warrant judicial review" (quotation omitted)).

Moreover, Defendant's assertion is premised upon the false belief that Plaintiffs have purportedly been "lawfully evicted from the premises." Defendant's Brief, p. 10. In making this erroneous assertion, Defendant ignores the fact that Plaintiffs have appealed the decision in the related possessory action, which appeal is currently pending before this Court. See Case No. 2020-0471. Thus, until this Court rules in that other appeal, there has not been a final, binding decision concerning whether Plaintiffs have been lawfully evicted, contrary to the suggestion of Defendant.

Further, it should be noted that, when Plaintiffs filed their RSA 540-A petition in August 2020, the trial court had yet to hold the final hearing in the possessory action, as such was not held until September 10, 2020. See Trans. The final Order in the possessory action was subsequently issued on September 18, 2020, almost a month after Plaintiffs initiated the RSA 540-A action at issue. Thus, when filed, the RSA 540-A petition was certainly a live issue that related to various matters that had not yet been addressed or resolved. In other words, the RSA 540-A petition was certainly not moot

when filed, nor can it be considered moot now, especially while the possessory action is still pending. Cf. Appeal of Hinsdale Fed'n of Tchrs., NEA-New Hampshire, NEA, 133 N.H. 272, 276 (1990) (explaining that a "matter is moot when it no longer presents a justiciable controversy because issues involved have become academic or dead" (quotation omitted)).

However, even if the possessory action had not been appealed, there is absolutely nothing in RSA 540-A that would prohibit a tenant – and even a holdover tenant – from initiating and/or maintaining an action pursuant to RSA 540-A against a landlord whose actions violated any of the prohibited actions stated in RSA 540-A. This is particularly so when a tenant (like the Plaintiffs here) continues to maintain possession of the leased premises.

Additionally, there is no authority of which Plaintiffs are aware – except perhaps for the statute of limitations in RSA 508:4 – that would prevent a tenant from filing and/or maintaining an action pursuant to RSA 540-A even after the tenant vacated or was otherwise dispossessed from the leased premises, so long as such actions complained of occurred during the time that the tenant occupied the leased property.

Further, it would be an exceedingly unfair and inequitable result if – as Defendant suggests – an action pursuant to RSA 540-A would somehow be mooted or rendered invalid if the tenant was evicted or otherwise dispossessed. Such would, of course, significantly curtail the ability of tenants to challenge improper actions by landlords and would effectively give landlords free rein to engage in (or be shielded from liability with respect to) all sorts of inappropriate behavior that is specifically prohibited in RSA 540-A simply because a lease might have expired, a landlord

prevailed in a possessory action, or the tenant was otherwise dispossessed of the leased property. Surely, this Court cannot support such a result.

Accordingly, for these reasons, this appeal is not moot. Thus, Defendant's request that this appeal be dismissed for mootness must necessarily be denied.

III. The Defendant is not entitled to attorney's fees.

Contained in a single paragraph of Defendant's brief, Defendant asserts, in a conclusory fashion, that she is somehow entitled to attorney's fees here.[3] See Defendant's Brief, p. 14. This assertion is erroneous for several reasons.

First, like Defendant's claim pertaining to mootness, this attorney's fees argument is undeveloped. Besides the single reference to Harkeem v. Adams, which case Defendant misspells in her brief, there is no citation to any other authority that would permit fees to be awarded to Defendant. Nor is it even clear from Defendant's brief as to whether Defendant's request is limited to only seeking fees that may have been incurred at the trial court level, or whether Defendant's request seeks fees on appeal as well. Without such clarity or legal support for Defendant's assertion about fees, Defendant's request should summarily be denied. See, e.g., Blackmer, 149 N.H. at 49 (explaining that in the "realm of appellate review, a mere

[3] Although Defendant's brief fleetingly mentions damages and costs in addition to attorney's fees, Defendant's argument is dedicated to discussing fees, and so Plaintiffs' response is similarly limited. However, all of Plaintiffs' arguments on this issue apply with equal force to any potentially separate claim that Defendant may be trying to make with respect to damages and/or costs.

laundry list of complaints . . . without developed legal argument, is insufficient to warrant judicial review" (quotation omitted)).

Further, Defendant's brief fails to include any citation to any portion of the transcript or record below showing that Defendant ever presented this attorney's fees argument to the trial court, or that the argument was otherwise preserved (i.e., in a motion for reconsideration). See Defendant's Brief; see also Bean v. Red Oak Prop. Mgmt., Inc., 151 N.H. 248, 250 (2004) (noting the "long-standing rule that parties may not have judicial review of matters not raised in the forum of trial," and stating that the appealing party has the burden to "provide this court with a record sufficient to decide her issues on appeal, as well as to demonstrate that she raised her issues before the trial court"). Nor did the trial court's Order here reference any request by Defendant concerning attorney's fees. See Addendum. Thus, Defendant clearly failed to preserve this argument for appeal, and, as such, this Court should refuse to entertain Defendant's argument on this issue. See Bean, 151 N.H. at 250.

However, even assuming for the sake of argument that Defendant had presented this attorney's fees argument to the trial court, Defendant, nonetheless, waived this issue. This is because Defendant failed to file any cross-appeal concerning whether Defendant was allegedly entitled to fees. See Preferred Nat. Ins. Co. v. Docusource, Inc., 149 N.H. 759, 762 (2003) (concluding that, because the insurer had "not cross-appealed the trial court's ruling that New Hampshire law applies . . . [it] has waived its choice of law argument"); Voelbel v. Town of Bridgewater, 144 N.H. 599, 601–02 (1999) (explaining that because "plaintiff did not cross-appeal, we hold that the plaintiff has waived any claim he may have had to attorney's

fees"). Accordingly, this attorney's fees claim by Defendant should not be considered by this Court.

However, even if this Court were to look past these threshold deficiencies plaguing Defendant's request for fees, it should be noted that Defendant's argument is premised upon objectively false assertions.

For example, Defendant erroneously claims that Plaintiffs have "repeatedly initiat[ed] frivolous RSA 540-A claims" and that such supposedly "frivolous bad faith acts . . . warrant an award of attorney fees incurred by [Defendant]." Defendant's Brief, p. 14. Despite such bald assertions, Defendant's own brief includes a copy of a decision in one of the RSA 540-A actions in which Plaintiffs, in fact, prevailed, as Defendant was determined in that prior action to have violated RSA 540-A; Defendant was further ordered to pay to Plaintiffs damages and attorney's fees in that prior RSA 540-A action. Id., p. 37-44. This prior decision was never appealed by Defendant, thereby making the decision final. Thus, for Defendant to now categorize Plaintiffs' RSA 540-A actions as "frivolous" or in "bad faith" when Plaintiffs previously prevailed against Defendant in at least one such action is simply a specious assertion by Defendant.

This is especially so when Defendant's assertion is also based upon the erroneous presumption that Defendant is somehow entitled to fees merely because Plaintiffs have availed themselves – including successfully (as noted above) – of the protections afforded to all tenants via the statutory scheme set forth in RSA 540-A. Defendant has failed to cite to any authority for such a proposition, and Plaintiffs are unaware of any authority that would support this view.

Moreover, to agree with Defendant that attorney's fees in Defendant's favor here would somehow be appropriate – especially when Plaintiffs have already demonstrated in their opening brief that damages and attorney's fees are warranted in *Plaintiffs'* favor – would serve to only discourage tenants from filing legitimate RSA 540-A petitions against landlords. Surely this Court cannot allow such a result.

Further, Defendant's brief fails to even cite to RSA 540-A:4, X, which states in part that if "an action initiated under RSA 540-A:3 is found to be frivolous or brought solely for harassment, the plaintiff shall pay to the defendant the costs of said action including reasonable attorney's fees." Instead, Defendant attempts to rely solely upon the common law doctrine articulated in Harkeem. See Defendant's Brief, p. 14. However, Defendant fails to note that Defendant never raised the statutory mechanism for fees in RSA 540-A:4, X before the trial court, and, thus, the trial court has never made any findings concerning whether Plaintiffs' RSA 540-A actions were ever "frivolous or brought solely for harassment" – Defendant, thus, should not be raising this issue for the first time now. Nor is there any authority of which Plaintiffs are aware that would suggest that, merely because a tenant may have failed to prevail at the trial court level on a particular RSA 540-A petition, that such result would necessarily render that petition (or any other RSA 540-A petitions) frivolous or harassing. Moreover, as noted above, it strains logic and common sense for Defendant to attempt to assert that Plaintiffs' RSA 540-A petitions have been frivolous or harassing, particularly when Plaintiffs prevailed on at least one such action.

Finally, in addition to the other issues set forth above concerning Defendant's attorney's fees argument, Defendant's purported reliance upon

the Lease for attorney's fees is also a non-starter. The attorney's fees provision referred to, which is contained in Section 21(B) of the Lease, is inapplicable, as that fee provision relates to fees incurred in connection with "obtaining possession of the leased premises by summary process or otherwise." Defendant's Brief, p. 19. Defendant's brief even confirms that this Lease provision relates only to those "attorney fees and costs incurred in obtaining possession of the premises." Id., p. 14.

However, as this Court is aware, obtaining possession of the leased premises is not at issue in this current matter, as the within appeal is limited only to issues involving Defendant's violation of RSA chpt. 540-A. Moreover, there is nothing in the Lease that permits an award of attorney's fees when defending against an action brought pursuant to RSA 540-A; nor has Defendant cited to any such provision. This, of course, provides yet another reason to deny Defendant's request for fees.

Accordingly, and for the various reasons discussed above, there is no legitimate basis for an award of attorney's fees in Defendant's favor. As such, this request by Defendant must be denied.

CONCLUSION

As set forth above, Defendant's brief contains numerous erroneous, undeveloped, and unpreserved assertions (among other issues). Accordingly, this Court should refuse to entertain Defendant's arguments and should refuse to grant the relief requested by Defendant.

Rather, as explained above and based upon the forceful arguments that Plaintiffs previously set forth in their opening brief, the only reasonable outcome here is for the trial court's Order in this case to be reversed, or, at

a minimum, vacated with instructions to the trial court to engage in a proper analysis. Additionally, to the extent that this Court agrees with Plaintiffs that the trial court erred and that Defendant violated RSA chpt. 540-A, then the trial court should be further ordered to award appropriate damages, reasonable attorney's fees, and costs in Plaintiffs' favor.

REQUEST FOR ORAL ARGUMENT

Pursuant to New Hampshire Supreme Court Rule 16, Plaintiffs request 15 minutes of oral argument to be presented by Craig Donais, Esq.

DECISION APPEALED

The decision appealed is in writing and is included in the addendum hereto. Said decision was also included in the Appendix accompanying Plaintiffs' opening brief.

Respectfully submitted,

MAIA MAGEE AND SUNFIRE, LLC

By their Attorneys,

WADLEIGH, STARR & PETERS, PLLC

Date: May 24, 2021

By:/s/ Craig Donais
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CERTIFICATION

I hereby certify that a copy of this reply brief has this 24th day of May 2021 been served upon all counsel of record by e-filing with this Court. I further certify that this brief complies with the word limitation set forth in Rule 16, as there are 2,991 words in this reply brief, exclusive of any pages containing the table of contents, tables of citations, signature blocks, and other such matters. I also certify that this brief complies with all typeface and other formatting requirements set forth in Rule 16.

/s/ Stephen Zaharias
Stephen Zaharias, Esq.

ADDENDUM

See attached.

THE STATE OF NEW HAMPSHIRE
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FINAL ORDER
(Pursuant to RSA 540-A:4)

Case Name: **Maia Magee v. Vita Cooper**
Case Number: **458-2020-LT-00068**

On September 10, 2020, a hearing was held on the above entitled matter at said Court.
Defendant ☒ was present ☐ was not present.
After hearing the evidence presented, the Court,

- ☐ Finds that the Defendant has violated RSA 540-A: _____
- ☐ Orders the defendant to restore and maintain all utility services provided as part of the rental agreement with the plaintiff until such time as the rental agreement is lawfully modified or the plaintiff's tenancy is lawfully terminated.
- ☐ Orders the defendant not to interfere directly or indirectly with plaintiff's access to or use and enjoyment of the premises rented by the plaintiff (or any part thereof) without prior judicial authorization.
- ☐ Orders the defendant not to interfere directly or indirectly with plaintiff's access to a possession of his/her personal property without prior judicial authorization.
- ☐ Orders the defendant not to enter the premises rented by the plaintiff without permission from the plaintiff or a court of competent jurisdiction, except to make emergency repairs which include the formulation of a plan for remediation of, or to engage in emergency remediation of, an infestation of insects, including bed bugs or rodents.
- ☐ Orders the defendant not to interfere with the quiet enjoyment of the premises by the plaintiff or members of his/her household.
- ☐ Orders the defendant not to damage or permit any damage to any part of the premises he/she is renting from the plaintiff.
- ☐ Orders the defendant to permit the plaintiff to have access to the premises at reasonable times with reasonable prior notice in order to make necessary repairs.
- ☐ Orders the defendant to permit the plaintiff to have access to the premises at reasonable times with reasonable prior notice in order to evaluate whether bed bugs are present.
- ☐ Orders the defendant to comply with reasonable written instructions to prepare the dwelling unit for remediation of an infestation of insects or rodents, including bed bugs.
- ☐ Orders the defendant to investigate the plaintiff's report of an infestation of insects, including bed bugs or rodents.

☐ Orders the defendant to immediately take reasonable measures to remediate an infestation of insects, including bed bugs or rodents.

☐ Orders ☐ plaintiff ☐ defendant to pay damages to the ☐ plaintiff ☐ defendant in the amount of $ _____

☐ Orders ☐ plaintiff ☐ defendant to pay attorney's fees in the amount of $ _____ to the ☐ plaintiff ☐ defendant

☒ Other orders:

By way of background, the landlord came to what would have been the merits hearing on August 4, 2020 in Docket No. 458-2020-LT-00032 ("Case #32), having objected to and declined to answer any of the tenant's interrogatories except for her name and address. The court reviewed the interrogatories and determined that some of the interrogatories were reasonably calculated to lead to discoverable information and should have been answered. The hearing was continued to September 10, 2020 to allow the discovery to occur.

The tenant claims that the landlord retaliated against her because the landlord was unhappy with the outcome of the August 4, 2020 hearing.

The court has considered all of the evidence presented and finds that the tenant has failed to carry her burden of proof that the alleged gun shots and firecrackers were in retaliation against the tenant for the outcome of the hearing on August 4, 2020. The credible evidence at the hearing was that occasional fireworks are common during the summer in Milford. The tenant has also not demonstrated that the alleged snooping photographer had any connection to the landlord, though the conversation was awkward from start to finish.

The remaining issue is the landlord's use of an outdoor stereo system to play music between August 8 and August 10, as well as the landlord shouting "get out of my house" from her home, both of which were loud enough that the tenant could hear it from the outside of the leased premises.

The leased premises include a single family home located close to the top of an abandoned quarry filled with water. The landlord's primary residence is a single-family home located on the adjacent real property, which is also owned by the landlord. This residence is located to the north of the quarry/pond and at a significantly lower elevation than the leased premises. As the crow flies, the landlord's residence is approximately 400 feet northwest of the leased premises. Exhibits 5-I and 5-J in Case #32 depict the general layout of the area. The court can take judicial notice of the basic scientific fact that sound waves travel more easily across open water than they do through a wooded area, hence the description of the quarry as a "natural amphitheater". Most of the neighborhood is wooded. The court viewed videos taken outside of the leased premises, where the sound of the landlord's outdoor stereo could clearly be heard. The sounds included identifiable classic rock with DJ announcements and radio advertisements between songs. The voice of the

person who was taking the video was louder than the music recorded coming from the landlord's property, but the music and spoken words were easily recognizable from the video.

Based on Exhibit C, the outdoor stereo system on the landlord's property appears to have been in place for some time. The landlord said without contradiction that it had been there since 2008. There was some suggestion that in the past the outdoor stereo system had been used for outdoor concerts in the "natural amphitheater" created by the quarry walls in the area. The tenant testified credibly that at no time during the summer of 2020 did the landlord use that outdoor stereo system. The tenant also testified credibly that, for all times when they were present at the leased premises in the summer of 2019 after moving in at the end of May, 2019, they never heard the landlord use the outdoor stereo system. The landlord agreed that August 8, 2020 was the first time she had use the outdoor stereo system during the summer of 2020, and she further could not recall how many times she used the outdoor stereo system during the summer of 2019. The landlord further admitted that she felt the need to turn on the outdoor stereo system in order to relax while she was working outdoors on her property, because of all the stress associated with the litigation with the tenant. This confirms a connection between the dispute with the tenant and the decision to use the outdoor stereo for the first time on August 8, 2020. The tenant claims that this playing of loud music and the audible demand that she get out of the landlord's house, impairs her quiet enjoyment of the leased premises and is an effort by the landlord to constructively evict her.

With the landlord having previously admitted that there is a connection between her decision to use the outdoor stereo and the litigation with the tenant, it falls to the court to determine whether that decision interferes with the tenant's quiet enjoyment of the leased premises.

Much could be said about whether the noise terms in the lease binding the tenant somehow also apply to the landlord, and whether the landlord's conduct, if done by the tenant to the landlord, would violate the terms of the lease. However, RSA 540-A:2 adopts the common law definition of quiet enjoyment. The court does not believe that RSA 540-A was intended as an expedited lease interpretation and enforcement mechanism. At common law, a breach of the covenant of quiet enjoyment requires a substantial interference with the beneficial use of the leased premises. On balance, and acknowledging the admitted link between the music and the pending eviction, as well as the prior RSA 540-A finding against this same landlord, the landlord's playing music and talking to herself from her own porch, even where the noise is carried across open water, is not a substantial interference with the tenant's quiet enjoyment or constructive eviction.

The tenant produced no evidence that the music violated any local sound ordinances, nor was there any evidence of whether the music could be heard from inside the building. The music was played during a summer weekend when people generally listen to music outside, and it did not appear to overpower regular conversation. Finally, some of the videos appear to have been taken at the very edge of, if not over, the property line separating the leased premises from the landlord's 'home' lot, and/or the crushed stone that forms the boundary under Section 30 of the lease. Case dismissed.

Case Name: Mala Magee v. Vita Cooper
Case Number: 458-2020-LT-00068
FINAL ORDER PURSUANT TO RSA 540-A:4

☐ Orders ☐ plaintiff ☐ defendant to pay the following fees to the sheriff/police:
Service: _____ $ _____ Travel: _____ $ _____
Other: _____ $ _____ TOTAL _____ $ _____

~~WILLFUL VIOLATION OF THIS ORDER CONSTITUTES CONTEMPT OF COURT AND MAY RESULT IN THE IMPOSITION OF CIVIL PENALTIES, FINES AND/OR IMPRISONMENT.~~

September 18, 2020
Date

Signature of Judge

Mark S. Derby
Printed Name of Judge

THE STATE OF NEW HAMPSHIRE
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NH CIRCUIT COURT

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September 18, 2020

CRAIG S DONAIS, ESQ
WADLEIGH STARR & PETERS PLLC
95 MARKET ST
MANCHESTER NH 03101

Case Name: Maia Magee v. Vita Cooper
Case Number: 458-2020-LT-00068

Enclosed please find a copy of the Court's Order dated September 18, 2020 relative to:

Final Order (Pursuant to RSA 540-A:4)

Lynn R. KillKelley
Clerk of Court

(458939)

C: Bruce J. Marshall, ESQ