

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

New Hampshire Attorney General Joseph A. Foster and
Rockingham County Commissioners

v.

James Reams

COMPLAINT FOR REMOVAL

INTRODUCTION

1. In October 2013, the Attorney General's Office ("AGO") received a call from a female attorney at the Rockingham County Attorney's Office ("RCAO") against County Attorney Reams ("Reams") describing sexual harassment. As a result of that call, the AGO and United States Attorney's office began an investigation of potential inappropriate conduct by Reams. Former employees of the RCAO were interviewed. Their testimony confirmed and corroborated the initial complaint and raised additional concerns about improper financial dealings by Reams. As a result, on November 6, 2013, the Attorney General temporarily suspended County Attorney Reams's prosecutorial authority, and further asked the County Commissioners to prevent him from accessing the RCAO so that the investigation into the management and operations of the RCAO could be conducted without his presence and potential interference or chilling effect on the witnesses.

2. The factual allegations contained in this complaint are based upon information revealed during interviews of witnesses and through examination of documents. The factual allegations contained in this complaint are not the totality of the evidence that will be presented at trial

demonstrating Reams's misconduct as County Attorney, but the facts alleged below are demonstrative of the type of evidence that will be presented to the Court in a trial of this matter.

3. The investigation confirmed that, for over 14 years, women in the RCAO have been subjected to conduct that includes alleged sexual harassment, pregnancy discrimination, improper application of the Family Medical Leave Act ("FMLA") and retaliation as described in detail below. It also confirmed instances of the improper use of County funds, and identified instances of ethical lapses by Reams in connection with his prosecutorial functions as Rockingham County Attorney.

4. As the chief law enforcement officer for the County and as the County's criminal prosecuting attorney, the behavior described in this complaint is unacceptable, constitutes official misconduct within the meaning of RSA 661:9 IV, and warrants Reams's immediate removal by the Superior Court. This misconduct falls into the categories described in paragraphs 5 through 10, below.

5. **Abuse of Office – Financial Dealings.** Reams manipulated the management of a "forfeiture account" to fund activities beyond the County Convention's lawful appropriation for the RCAO pursuant to its powers under RSA chapter 24. In order to justify his receipt of liquor and gambling enforcement fine monies, he misrepresented to the County Commissioners the language of the applicable statute. In fact, the relevant statute unambiguously provides that such funds shall be paid to the County, not the RCAO.

6. In addition, Reams deposited into that same forfeiture account money he received from the federal equitable sharing program for assisting with federal drug enforcement cases. While his office was entitled to receive the federal money, Reams was prohibited from commingling

the federal funds with other funds. Nevertheless, he deposited the federal money into the same forfeiture account that held the state liquor and gambling fine money.

7. From the forfeiture account over which he exercised exclusive control, Reams expended almost \$250,000 of unappropriated funds between 2003 and 2013 to reimburse expenses associated with travel, office equipment, food and other expenses. He also distributed funds to other State and local law enforcement agencies. Although he was provided a County issued credit card, Reams reimbursed his own personal credit card on which he charged expenses for the purchase of equipment, and expenses related to travel to such places as Honolulu, San Diego, Quebec and San Antonio to attend National District Attorneys Association (“NDAA”) meetings.

8. Reams paid sums of money and incurred liabilities for which the County Convention had made no appropriation in violation of RSA 24:15. Pursuant to RSA 24:16, “[a]ny violation of the provisions of [RSA 24:15] ... shall subject the person or persons so violating to the provisions of RSA 661:9, providing for removal from office.”

9. **Ethical Violations.** Reams was required by law, and the New Hampshire Rules of Professional Conduct, to disclose the fact that one of his employees who testified in criminal trials and who submitted an affidavit to the court, had lied on her resumé when she applied for employment with the RCAO. *See Brady v. Maryland*, 373 U.S. 83 (1963); *Giglio v. U.S.* 405 U.S. 150 (1972); *State v. Laurie*, 139 N.H. 325 (1995); *Professional Rules of Conduct*, 3.8 (d). Although he was aware of the lie on the employee’s resumé, he failed to notify prosecutors in his office of this potentially exculpatory evidence, and on at least one occasion, after he became aware that she testified at a trial, he failed to ensure the required disclosure was made to the trial court or defense counsel.

10. **Gender Discrimination and Harassment.** Reams was first elected in November of 1998 and took office in January 1999. It appears he almost immediately engaged in inappropriate discriminatory behavior in the workplace. Within months of Reams taking office, the AGO received a complaint from [REDACTED] at the RCAO alleging sexual harassment by Reams. Then-Attorney General Philip McLaughlin opened an investigation into those allegations, and issued a letter to Reams explaining his findings and concluded that the offending behavior had substantially, if not completely abated. Some three months later, Reams responded by letter denying all the allegations and accepting no responsibility for his actions. In fact, he wrote that "...I do not want you to think that I place any credence in the allegations or have admitted any wrongful conduct by me or any member of my staff." Based on the current AGO investigation, it appears that Reams's inappropriate behavior never abated. His behavior adversely affected workplace productivity and morale, and led to the departure of many employees from his office. The allegations described in this complaint include sexual harassment, retaliation, FMLA violations, hostile work environment and pregnancy discrimination.

11. **Removal.** For the public to have confidence in the legal system, it is important that county attorneys and those working within their offices at all times act within the law and conduct themselves according to the highest ethical standards. The conduct summarized in this complaint is unacceptable for the County's chief law enforcement officer who has been entrusted with broad prosecutorial powers. As such, the Attorney General and the Rockingham County Commissioners respectfully request that this Court remove Reams from his position as the Rockingham County Attorney.

JURISDICTION AND VENUE

12. This Court has jurisdiction pursuant to RSA 661:9, IV, which provides that “[a]ny officer of a county ... may be removed by the superior court for official misconduct.”

13. Venue is appropriate in the Merrimack County Superior Court as the Office of the Attorney General is located in Concord, New Hampshire.

PARTIES

14. The Attorney General of New Hampshire is nominated and appointed by the Governor and Executive Council. N.H. Const., Part II, Article 46. The county attorney of each county shall be under the direction of the attorney general RSA 7:34 (2013).

15. The Rockingham County Board of Commissioners is comprised of three elected officials who have “general management and control of the financial affairs of the county and the management and control of its property except as limited by the powers conferred on the county convention.” *Linehan v. Rockingham County Commissioners*, 151 N.H. 276, 280 (2004) (quoting *O’Brien v. County*, 80 N.H. 522, 524 (1923)).

16. James Reams is the Rockingham County Attorney. He was first elected County Attorney in 1998, and has served continuously since then.

FACTS

A. Financial Accounting

1. Forfeiture Account

17. Reams converted County funds for the benefit of his office and himself, and took steps to obfuscate his actions from County officials by ignoring the protocols required by federal law and by submitting false and misleading documents to Federal, State and County officials.

18. Reams maintained a forfeiture account through the RCAO funded by two sources: fines associated with enforcement under the State's liquor laws and forfeiture funds and federal equitable sharing money associated with local law enforcement assistance with federal drug enforcement cases.

19. When Reams first opened the forfeiture account in 2003, he opened it at Sovereign Bank, which was not the bank at which the County maintained its bank accounts. He held the checkbook and ledger for this account, and exercised sole control over it.

20. Reams's receipt of funds into the forfeiture account, his expenditure of funds from the forfeiture account to reimburse himself and others, and his failure to institute systems of oversight and documentation demonstrate a disregard for State and Federal law and violate the County's system of budgeting for the RCAO.

21. Distribution of fines collected for violation of the State's liquor enforcement laws, including gambling on the premises of liquor licensees, is governed by RSA ch. 179. Specifically, RSA 179:61 provides in relevant part:

I. All fines imposed by any court and collected for the violation of the provisions of this title *shall be paid to the state, county, or town*, the officials of which instituted the prosecution. (emphasis added).

22. By its plain language, this statute requires that fines shall be paid to the governing body for whom the prosecutor or other official work. Thus, the fines do not go directly to, and are not for the benefit of, the prosecuting agency. Nevertheless, since at least 2005 and continuing until early 2013, and in clear derogation of the express terms of the statute, Reams was depositing the fines imposed from the violations of RSA chapter 179 directly into an account maintained by the RCAO for which Reams had sole signatory authority and sole decision-making regarding

distributions from this account. Notably, none of the other nine county attorneys maintains a similar account.

23. The account continued to be operated by Reams until late 2012, when it was contested by the County Commissioners. In a memorandum, dated February 26, 2013 to the Rockingham County Commissioners, and despite his role as the County's chief legal officer, Reams misrepresented the language of RSA 179:61. He misinformed the Commissioners that the statute provided, "the 'fines are paid to the officials, which instituted prosecution.'" The actual words of RSA 179:61 provide that the fines "*shall be paid to the state, county, or town, the officials of which instituted the prosecution.*" RSA 179:61 (emphasis added). Only by transposing or misrepresenting the language of the statute was Reams able to claim the fine money should be paid to the RCAO.

24. These fines deposited into the forfeiture account were also commingled with funds received pursuant to the federal equitable sharing program related to work performed by the RCAO to assist in federal drug prosecutions. Each year, any recipient of such funds is required to complete an Equitable Sharing Agreement and Certification. By signing the accompanying Affidavit, Reams certified that he read and understood his obligations under the accompanying Equitable Sharing Agreement, and the recipient agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

25. The Equitable Sharing Agreement states in relevant part:

5. **Internal Controls.** The Agency agrees to account separately for federal sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

26. The National Code of Professional Conduct for Asset Forfeiture provides in relevant part:

8. Unless otherwise provided by law, forfeiture proceeds shall be maintained in a separate fund or account subject to appropriate accounting controls and annual financial audits of all deposits and expenditures.

27. By signing the Affidavit accompanying the Equitable Sharing Agreement and Certification, Reams agreed to the following (emphasis in original):

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

28. The Affidavit required two signatures. One of the “agency head,” and the other of the “governing body head.”

29. For each year between 2005 and 2008, Reams failed to file an Equitable Sharing Agreement and Certification. On March 25, 2009, he executed four Equitable Sharing Agreements and Certifications and signed each Affidavit as both the agency head and the governing body head. He again signed the Affidavit as both the governing body head and agency head on January 14, 2010, for the fiscal year ending December 31, 2009.

30. In 2010 and 2011, Reams again failed to submit Equitable Sharing Agreements and Certifications. In March 2012, in order to qualify for another \$21,163.48 in federal equitable sharing funds, Reams filed certifications for the missing years. This time, however, Reams did not sign as the governing body head. Instead, on March 1, 2012, Reams wrote a memorandum to Rockingham County Commissioner Maureen Barrows advising her that “In prior years, the report/affidavit did not require the Commissioner Chair signature. However, it is required now.”

Contrary to Reams's representation to Commissioner Barrows, there were no changes to federal law or policy that changed the signatory requirement.

31. In addition, Reams informed the Commissioners that there was \$0.00 in the forfeiture fund because "the County Attorney's Office has no *federal* account balance or activity. The current balance in the seizure account is from a past state forfeiture only." (emphasis in original). In doing so, he failed to inform the Commissioners that commingling of state and federal funds is expressly prohibited by the Equitable Sharing Agreement and the National Code of Professional Conduct for Asset Forfeiture.

32. On March 17, 2011, Reams also executed an Application for Transfer of Federally Forfeited Property. Reams signed as *both* the requester of the funds and also as legal counsel of the requesting agency.

33. When Reams signed as the Requester, he agreed, in part: "The requester certifies that the above information is true and accurate, that the property transferred will be used for the law enforcement purpose stated, and that all monies received pursuant to this request will be deposited and accounted for consistent with applicable state laws, regulations, and orders." This agreement included the legal obligation that federal forfeiture funds not be commingled with other funds.

34. After filing the 2012 paperwork, Reams received a \$21,163.48 disbursement from the federal government. Notwithstanding the prohibition against commingling funds, he commingled the federal equitable sharing funds with State liquor and gambling fine deposits.

35. By commingling the funds, Reams violated the Equitable Sharing Agreement and the National Code of Professional Conduct for Asset Forfeiture. This violation was contrary to what Reams certified to be true when he executed the Application for Transfer of Federally Forfeited

Property. In each Equitable Sharing Agreement and Certification, he also certified that the account into which the federal forfeiture funds were to be deposited had a balance of \$0.00, knowing that the account in fact had a positive balance based upon deposits of State liquor and gambling fines.

36. Due to Reams's mismanagement of the forfeiture account, he has jeopardized the existing federal equitable sharing funds in the forfeiture account, and further has jeopardized the County's ability to receive federal equitable sharing funds in the future.

37. Reams's lack of honesty and candor in the management of his forfeiture account make him unfit to be the County's chief law enforcement officer.

2. County Equipment Rebate Checks

38. At times, equipment purchased for the RCO was purchased in Reams's name, notwithstanding the fact that any such purchases were made on behalf of the County for the use and benefit of its departments and officers. *See, e.g.*, RSA 23:1; RSA 28:4.

39. During the investigation, the AGO learned that some of the equipment purchased qualified for rebates. Because the equipment was purchased in Reams's name, the AGO learned that some rebate checks were issued directly to Reams. Reams instructed one of his staff to take the check(s) he signed and cash them at the TD Bank. When she returned with the cash in an envelope, on many occasions she saw him put the money in his pocket.

40. No documents have been located regarding the rebates as of the filing of this complaint.

3. Personal Credit Card Reimbursement

41. As County Attorney, Reams received a County issued credit card. Upon receipt of his credit card statement, the County would review the statement and make payments directly to the credit card company.

42. Reams took trips during his tenure as County Attorney that were funded by the County in the RCAO budget, and other trips that were funded by the forfeiture account with no County approval or oversight. Trips funded by the forfeiture account between 2007 – 2013 included one or more trips to: Honolulu, Hawaii; Quebec, Canada; San Antonio Texas; Washington, D.C.; San Diego, California; Scottsdale, Arizona; Charleston, South Carolina; Orlando, Florida; and Nashville, Tennessee. Total reimbursement out of the forfeiture account paid directly to Reams, approved by Reams, with checks signed by Reams, for Reams’s travel exceeded \$20,000.

43. Although the County does not have a policy of paying employees a per diem rate for food and expenses, on many occasions Reams paid himself a full federal per diem rate with funds from the forfeiture account. The *Guide to Equitable Sharing* (April 2009) issued by the United States Department of Justice provides that “the costs associated with travel and transportation to perform or in support of law enforcement duties and activities. All related costs must be *in accordance with the agency’s state per diem and must not create the appearance of extravagance or impropriety.*” Emphasis added. Because the federal per diem rate, nor any other per diem rate, is applied by the County, receipt of the per diem rate was inconsistent with County policy.

44. Reams paid himself a per diem rate from the forfeiture fund when, at the same time, he reimbursed himself for his meal expenses. On at least two occasions, he paid himself the per diem rate and also reimbursed himself for hotel charges that included food. Documentation regarding Reams’s travel reimbursements included memos from Reams to Reams authorizing payment. Checks drawn from the forfeiture account were made payable to Reams, and signed by Reams.

45. During the same period, Reams charged to the County's issued credit card approximately \$19,158 in additional travel expenses, and \$3,870.38 in expenses for meals. An example of a meal Reams charged to the County credit card occurred on December 6, 2012. That evening, Reams along with two other employees of his office, took Dr. Riviello to dinner at Martingale Wharf in Portsmouth. Dr. Riviello was in New Hampshire to train RCAO staff on medical issues related to strangulation. The total cost for the dinner was \$217.00, which Reams paid for with the County credit card, and which was paid in full by the County. Reams did not inform the County, however, that his wife also joined them at dinner, and her dinner cost was included in the total paid for by the County. While Reams did pay for liquor on a personal credit card that was not reimbursed by the County, he did not put his wife's dinner on the personal credit card.

4. Expenditure of Unappropriated Funds

46. Prior to 2013, Reams deposited federal equitable sharing funds and state liquor and gambling fines into the forfeiture account without prior approval of the County Commissioners or County Delegation. In total, Reams distributed over \$240,000.00 from this forfeiture account over which he had sole control.

47. Reams instituted no system of accountability for the forfeiture account. Reams was responsible for obtaining deposits into the forfeiture account; Reams determined how money was spent from the account; Reams used the account, in part, to pay expenses charged to his personal credit card; and Reams failed to obtain prior appropriation authority from the County Commissioners or the County Delegation for his acceptance and expenditure of the funds.

48. RSA 24:15, I provides: "No county commissioner, or elected or appointed county officer, shall pay, or agree to pay, or incur any liability for the payment of, any sum of money for

which the county convention has made no appropriation, or in excess of any appropriation so made except for the payment of judgments rendered against the county.”

49. Reams paid sums of money and incurred liabilities for which the County Convention had made no appropriation in violation of RSA 24:15.

50. RSA 24:16 provides: “Any violation of the provisions of [RSA 24:15] ... shall subject the person or persons so violating to the provisions of RSA 661:9, providing for removal from office.”

B. Due Process/Brady/Giglio/Laurie - Failure To Disclose Exculpatory Information

51. Tara Longo (“Longo”) was a victim/witness advocate for the RCAO. At the time she applied for employment with the RCAO (prior to Reams’s first election as County Attorney), she represented that she had a college degree from the University of New Hampshire. This was a lie. The lie was brought to Reams’s attention by [REDACTED]. Longo was disciplined by Reams, but she was not terminated. In a disciplinary memorandum to Longo, dated October 18, 1999, Reams acknowledged that Longo’s conduct may give rise to a *Laurie* issue, and stated that he would review the matter if it “becomes an issue in a trial or in Court.” Nevertheless, the investigation revealed that he took no action to notify others that her testimony could present a problem, nor did he establish a requirement that he be notified if Longo was ever called as a witness. Reams failed to inform the prosecutors at the RCAO that, in the event Longo testified, they would be required to disclose the exculpatory evidence to the trial court and/or defense counsel regarding Longo’s misrepresentation of her UNH degree in her application for employment with the RCAO.

52. On at least one occasion, on March 15, 2006, a prosecutor from the RCAO called Longo as a witness in a criminal trial, *State v. Harold Baird*, Rockingham County Docket No. 05-S-529.

Longo's credibility was at issue in her testimony. The prosecutor did not disclose the potential exculpatory material, or take steps to have it reviewed *in camera* for possible disclosure, because he had never been told of its existence.

53. Reams was required by law and the New Hampshire Rules of Professional Conduct to disclose to the trial court and/or defense counsel the fact that Longo lied on her resumé when she applied for employment with the RCAO. *See Brady v. Maryland*, 373 U.S. 83 (1963); *Giglio v. U.S.* 405 U.S. 150 (1972); *State v. Laurie*, 139 N.H. 325 (1995); *Professional Rules of Conduct*, 3.8 (d) (prosecutor has a constitutional obligation to disclose to a criminal defendant evidence favorable to the defendant. Favorable evidence includes exculpatory evidence and information that could be used to impeach the testimony of a prosecution witness.)

54. Reams's failure to disclose the potentially exculpatory evidence was a violation of his duties as the Rockingham County Attorney.

C. Sexual Harassment and Hostile Work Environment

1. The 1999 Attorney General Investigation

55. In 1999, only a few months after Reams took office, then-Attorney General McLaughlin received a complaint from ██████ alleging that Reams: (1) referred to a female employee as "babe"; (2) asked a female employee why she buttoned the top of her sweater and stated, "It makes you look like a prude"; (3) told a female employee, "You ought to pad your bra, ██████ that would really make the kid want to talk to you", embarrassing ██████; (4) tugged on a female employee's sweater and brushed her buttocks; and (5) asked candidates for employment about their marital status and whether or not they had children.

56. After conducting an investigation, Attorney General McLaughlin wrote to Reams on June 23, 1999, and concluded: "In short, you acknowledge that during the first three months of

your administration in the [RCAO] that the allegations had some basis of truth.” The Attorney General’s letter noted that Deputy County Attorney Thomas Reid (“Reid”) reported he had met with Reams and discussed many of the concerns that had been raised, and the allegations had abated since the investigation began. Attorney General McLaughlin concluded, “We are satisfied that you now realize that the issues which were raised in the allegations forwarded to this office were serious.”

57. Reams responded by letter dated September 7, 1999. He wrote that he was disappointed with the Attorney General’s letter and stated, “I admitted that I told a joke that apparently was unwise. It is a major leap from that to a ‘hostile work environment.’” He further wrote, “I do not want you to think that I place any credence in the allegations or have admitted any wrongful conduct by me or any member of my staff.”

58. Reams not only refused to accept responsibility for his actions, he has continued to engage in similar behavior ever since.

2. Sexual harassment/discrimination/retaliation

59. After [REDACTED] filed the complaint with the AGO, Reams curtailed [REDACTED] duties and her position was revised such that she was no longer [REDACTED]. When [REDACTED] left, she became the [REDACTED] in Portsmouth, New Hampshire (the “[REDACTED]”). Reams continued to harass her in her new job. Reams was on the Board of Directors of the [REDACTED]. Reams informed others on the Board that [REDACTED] was incompetent, was critical of her work, and she was ultimately terminated in [REDACTED]. In [REDACTED], she accepted a job as a [REDACTED] [REDACTED], a position that involved no oversight by Reams, where she has worked ever since.

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60. ██████████, an assistant county attorney, told investigators Reams would say to employees that they should go to his condominium and bring swimsuits because they would all drink and hop in the hot tub. ██████████ indicated that she went once because Reams had said to her that she had not been to the condominium and that this may start affecting her cases. She understood his comment to mean that she would not be assigned good cases. She indicated that she did join Reams for a day of skiing at Sunday River where he had his condominium, but she did not stay overnight as she was not comfortable doing so.

61. When ██████████ left the office to take another job, she told Reams and Reid that she was leaving because she was not comfortable with the things that were happening at the RCAO. She told Reams that when she arrived at the office early, she was not comfortable being alone in the office with Reams and Reid.

62. Assistant County Attorney ██████████ was subjected to inappropriate and unwanted physical contact by Reams, her employer and supervisor. On one occasion, Reams noticed that a button at the chest area of her blouse was unbuttoned. As she was walking with items in her hands, Reams came up to her, placed his finger where the button was undone and said something to the effect of, "You've got a little problem there kiddo, not that I mind." ██████████ was upset by Reams's unprivileged contact. Although she tried to avoid further contact with Reams, later that day, Reams approached her and said that other employees had told Reid about the incident. Reams described telling Reid something along the lines that ██████████ did not mind or thought it was funny and said to her "we are ok, right?" ██████████ was very upset by this remark. ██████████ was standing behind ██████████ when this incident occurred. ██████████ told investigators that she could not see exactly where Reams's had went, but she could tell his hand was close to ██████████ chest.

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63. Another incident occurred while ██████████ and Reams were at a domestic violence conference. They were sitting next to one another when Reams placed his hand on her thigh and rubbed it with his thumb. ██████████ attempted to signal to Reams that she was uncomfortable with his behavior, but did not want to make a scene with her employer.

64. On one occasion when ██████████ met with Reams in his office, she was wearing a raspberry colored scoop neck dress with jacket and a necklace. He asked her to come around his desk so he could take a closer look at the necklace. She did as she was asked, and he examined the necklace. She was very uncomfortable, would not get closer than two feet away from Reams, and never wore the dress again to work.

65. In 2010, Reams went to ██████████ office and asked her to stand up so he could see what she was wearing. After looking her over, he told her to come with him to a press conference at the Portsmouth Police Department. ██████████ did not participate in the press conference, sat in the back of the room during the press conference, and had no role in the case. Following the press conference, Reams took her to lunch at the Dinnerhorn & Bratskellar Restaurant. There, he made comments about his marriage, his frustrations with his wife, and how his wife did not understand him. This event, especially the discussion during lunch, made ██████████ very uncomfortable. Reams paid for this lunch with the County issued credit card.

66. When ██████████ began dating a male attorney colleague, Reams would call her to his office on numerous occasions and asked her questions about her relationship. Reams also said things such as he did not approve of the relationship, she could do better, and that he would protest if they got married.

67. Reams's behavior of staring at certain women in the office was described by at least one employee as him having an "eye crush" on the women he stared at.

68. Assistant County Attorney [REDACTED] was observed by Reams while she was wearing high heels. Upon seeing her, he had an exchange with her consistent with the following:

JR: You didn't wear those shoes to court, did you?
[REDACTED]: Yeah, I wore these to court. Why?
JR: Do you know what people call those kind of shoes?
[REDACTED]: No.
JR: CFM shoes.
[REDACTED]: What does that mean?
JR: Come fuck me shoes.

[REDACTED] told investigators while this embarrassed her, Reams just laughed.

69. Assistant County Attorney [REDACTED] was with at least one other female attorney in the RCAO lunchroom discussing changes to health insurance coverage for county employees. Reams overheard the conversation and commented that the insurance coverage for birth control was changing. He asked the women what birth control they were using. Reams stated he did not want them becoming pregnant and declared they could call him anytime day or night if they needed birth control and he would make sure they would get it. Another female Assistant County Attorney recalled Reams making a comment that he should set up a birth control hotline.

70. Throughout his tenure as County Attorney, Reams made it clear he did not want women in his office to get pregnant. Several women who did become pregnant were discriminated against by Reams. Reams would routinely tell women not to get pregnant.

71. During a Christmas party, Reams approached Assistant County Attorney [REDACTED] [REDACTED] husband. Despite the fact that Reams had never before met her husband, Reams told the husband not to get [REDACTED] pregnant.

72. Similar comments were made to others. Reams's comments made at least one woman in the office seriously consider whether her career would be at risk if they decided to start a family.

73. On another occasion in the RCAO lunchroom, Reams came up behind [REDACTED] and placed his face really close to her shoulder as she was sitting and reading a magazine that included an advertisement for a television show entitled *The Client List*. Reams asked [REDACTED] if she had ever seen the show, and when she said she had not seen it, he told her she should check it out. [REDACTED] described Ream's tone as suggestive and creepy.

74. Shortly thereafter, [REDACTED] left the RCAO. Reams asked her to write that she was leaving because of pay. When she told him she did not want to do that because it was not true, he asked her if she could put that in her resignation letter anyway. Reams told her that saying she was leaving for more money would help him with the Commissioners. She said she left because of the work environment and Reams's inappropriate behavior. Reams also asked at least one other attorney to say that the reason for leaving was because of the pay.

75. In another incident that occurred in the RCAO lunchroom, Reams told those present about a presentation his wife was making for her job. Reams said that his wife wanted to practice the presentation. Reams insinuated that if his wife had given him a blow job he would have been much more attentive. [REDACTED] told Reams he could not say something like that in the office. She also recalled that a female attorney who heard the comment suddenly got up and walked out.

76. Reams's conduct toward women in his office earned him the nickname "creepy Uncle Jim" among some of his employees.

77. [REDACTED] took leave under FMLA following her daughter's surgery [REDACTED]. Although, [REDACTED] was entitled to take FMLA leave

to care for her daughter, when she informed Reams of her request for leave, his only comment was, "Well, you're not taking the full 12 weeks off are you?" ██████ reported that she was afraid that if she did not go to work, her work situation would be made difficult when she returned. As a result, ██████ felt forced to make arrangements to have family members stay with her daughter so that she could return to work so she would not be out twelve weeks in a row.

78. When ██████ was pregnant, she had to leave work prior to her expected delivery date due for medical reasons. During her maternity leave, ██████ received a letter from Reid, dated ██████, stating that "[w]e are bound not only by the law and County policies, but also by what has been permissible for other employees in similar circumstances." The letter further stated that, "[w]e must also evaluate what impact maintaining an unfilled position for an extended period of time might have on the proper administration of this office." ██████ was very concerned with the letter and believed that her job was in jeopardy if she did not provide immediate, detailed medical information. Prior to receiving the letter, ██████ had been working with the County's Human Resources Department ("HR") regarding her leave, and had been in contact with them and the RCO's office administrator regarding her status. ██████ believed that HR did not require the detailed medical information requested in Reid's letter. As part of the AGO investigation, it was confirmed that HR did not require the additional medical information that the RCO was requiring and had advised against the letter that was sent to ██████. On May 19, 2011, Reams advised ██████ by letter that he had granted ██████ request for leave without pay until November 2, 2011. He further wrote that, "I cannot leave the position empty until November 2. Therefore, I am in the process of posting the position seeking a temporary attorney to handle the caseload. I will re-instate you as an Assistant county

Attorney on [REDACTED], unless workplace necessity makes it impossible or unreasonable.”

79. Assistant County Attorney [REDACTED] began working at the RCAO in [REDACTED]. Before she left on maternity leave [REDACTED], she was handling child sexual assaults and other major felony cases. Because she had worked her way up the ranks at the RCAO, she reported that she had discretion in making certain charging decisions and negotiating dispositions. On [REDACTED], while [REDACTED] was on maternity leave, Reams required that [REDACTED] supervisor, [REDACTED] [REDACTED] send her a letter informing her that her authority to negotiate cases was revoked and she would require supervision of her trial preparation for upcoming trials. [REDACTED] asked Reams to identify the cases that had issues, and Reams was only able to identify three cases. The concerns identified with those three cases were resolved while the cases were pending. As a result of these three issues, however, Reams directed [REDACTED] to inform [REDACTED] that “your authority to negotiate cases has been suspended and [the supervisor is] to sign off on every plea offer or negotiated dispositions that you reach in every case. There is also a requirement for close supervision of your preparation for upcoming trials.”

80. When [REDACTED] returned to the office, she was moved out of her office to a small conference room. All of her cases were reassigned from her and she was assigned to help others as a “floater.” Reams also sent an office-wide email stating that [REDACTED] would be a “floater” from now on. [REDACTED] was also required to work with other attorneys and train them.

81. On [REDACTED], [REDACTED] tendered her resignation due to Reams’s treatment of her. When she resigned, however, [REDACTED] informed Reams and Reid that it was for family reasons. She wrote “[i]t has been a pleasure to work for you for the past two and a half years as an Assistant

County Attorney.” She felt that since they were both involved in the harassment, she did not want to say they were the cause of her resignation.

5. 2012 HR Investigations

82. Although he was warned in 1999 of his behavior, Reams’s conduct never abated. Ultimately, this led to a 2012 investigation by the Rockingham County Human Resources Department (“HR”). As he was in 1999, Reams was unrepentant and dismissive of the process and HR’s findings.

83. The 2012 HR investigation reviewed claims of gender discrimination, sexual harassment, pregnancy discrimination, hostile work environment, and retaliation, many of which have been described above. HR concluded that a hostile work environment existed and that retaliation had occurred.

84. As he did in response to Attorney General McLaughlin’s report, Reams rejected HR’s conclusions. He described HR’s investigation as “flawed” and the allegations as “isolated instances.” He said that “[u]nfortunately, no steps were taken to contain the existence of the investigation and the result was predictable. Information began leaking almost immediately to uninvolved individuals.”

85. As to ██████ complaint, he acknowledged telling her that her blouse was unbuttoned. Despite the fact she was heading to lunch, not to court, Reams described his dilemma as: “my choices were to let her continue to the courtroom looking unprofessional or to point out the obvious and save her and the office from the embarrassment.” He further wrote, “[i]n order to lessen her embarrassment, I commented that I did not believe men would complain if she failed to fix her blouse. Nothing else came of the incident, until her ‘sub rosa’ boyfriend complained, which angered and embarrassed her at the time.” Reams then insinuated that, despite the fact he

had placed his finger in her blouse, [REDACTED] complaints were in retaliation for her boyfriend being placed on probation.

86. As with Attorney General McLaughlin's investigation, Reams accepted no responsibility for his actions or the hostile work environment in his office. Rather, he attacked the investigation, the witnesses and the process.

87. By statute, assistant county attorneys serve at the pleasure of the County Attorney. RSA 7:33-f. Rockingham County Assistant County Attorneys can be terminated at any time by Reams, without any review or authorization by the County Commissioners or other authority. This power held by Reams allowed him to retaliate against women in his office without protection or oversight by the County Delegation or County Commissioners.

COUNT I

88. The allegations contained in the preceding paragraphs are incorporated herein as if stated in full.

89. RSA 661:9, IV provides that "[a]ny officer of a county ... may be removed by the superior court for official misconduct."

90. Official misconduct has been described by the New Hampshire Supreme Court as follows:

the term "misconduct" in the context of RSA 64:7 requires greater wrongdoing than ordinary misjudgment. *See* 2 W. Anderson, Sheriffs, Constables and Coroners § 736 (1941). This interpretation is supported by the statutory scheme by which the removal of a county official and the filling of the vacancy are effectuated.... The clear implication arising from this scheme is that more than a minor impropriety is required before the remedy of removal will be exercised. Inherent in this standard is the view that the public interest in the efficient operation of government is better served by not removing an official from office for every peccadillo.

In re Ash, 113 N.H. 583, 586 (1973). In addition, a violation of RSA 24:15, regarding incurring liability for payment for which there is no appropriation, shall be a basis for removal. See RSA 24:16 (“[a]ny violation of the provisions of [RSA 24:15] ... shall subject the person or persons so violating to the provisions of RSA 661:9, providing for removal from office.”).

91. Reams’s misconduct has encompassed his entire tenure as County Attorney.

92. Reams’s conduct described in this complaint is unacceptable for a chief law enforcement officer of a county who has been entrusted with broad prosecutorial powers of far reaching impact. His misconduct far exceeds the ordinary misjudgment standard for removal. His actions were deliberate, pervasive, and breached the public’s trust inherent in the duties of a county attorney.

93. The information gathered during the course of the investigation has caused the Attorney General and the Rockingham County Commissioners to conclude that Reams is unfit for the position of County Attorney. The Attorney General and the Rockingham County Commissioners have concluded he is unqualified to manage the RCAO. The Attorney General has concluded that Reams is unable to make fair and objective prosecutorial decisions.

94. Based upon the conduct described in this complaint, the Attorney General and the Rockingham County Commissioners ask this Court to remove Reams from the position of Rockingham County Attorney for official misconduct, pursuant to RSA 661:9.

RELIEF REQUESTED

WHEREFORE, for the reasons stated above, the Attorney General and Rockingham County Commissioners respectfully request that this Court:

- A. Remove James Reams from the office of Rockingham County Attorney; and
- B. Grant such other relief as this Court deems just and equitable.

Respectfully submitted,

Joseph A. Foster
Attorney General

3/11/14



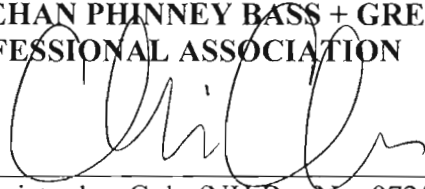
Anne M. Edwards - NH Bar #6826
Associate Attorney General
Richard W. Head - NH Bar # 7900
Associate Attorney General
33 Capitol Street
Concord, New Hampshire 03301
(603) 271-3671

The Rockingham County Commissioners,
Katharin K. Pratt, Kevin Coyle, and
Thomas Tombarello

By Their Attorneys,

**SHEEHAN PHINNEY BASS + GREEN,
PROFESSIONAL ASSOCIATION**

3/12/14

By: 

Christopher Cole (NH Bar No. 8725)
1000 Elm Street, P.O. Box 3701
Manchester, New Hampshire 03105-3701
(603) 627-8223