

**ROBERT F. CHERRY, JR., ET AL.**

**Plaintiffs**

**v.**

**MAYOR & CITY COUNCIL OF  
BALTIMORE CITY**

**Defendant.**

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**IN THE**

**CIRCUIT COURT**

**FOR**

**BALTIMORE CITY**

**Civil Case No.: 24-C-16-004670**

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**DECLARATORY JUDGMENT AND ORDER**

This matter having come before the court on the parties’ cross motions for summary judgment as to Count I (Declaratory Judgment) of the First Amended Class Action Complaint, in accordance with the Memorandum Opinion and Order issued herewith, and the court having found no genuine dispute of material fact and that Plaintiffs and Defendant Mayor & City Council of Baltimore City (hereafter the “City”) are each entitled as a matter of law to partial summary judgment as to Count I, it is **ADJUDGED, DECREED** and **ORDERED** this 2<sup>nd</sup> day of January, 2018, that:<sup>1</sup>

- Section 42, as interpreted by Maryland common law, prohibits the City from retrospectively modifying the Plan such that a modification shall not remove, diminish or impair a Plan benefit where a Plaintiff had satisfied all defined contingencies related to such benefit prior to the effective date of the modification.

- Plaintiffs Houser, Williams and Sledgeski, having satisfied all of the contractual conditions precedent to receipt of benefits under the Plan prior to the adoption of Ordinance 10-

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<sup>1</sup> All defined terms set forth in the accompanying Memorandum Opinion apply to this order as though restated herein.

306, held vested rights to Plan benefits that the City could not lawfully unilaterally diminish or impair.

- By enacting Ordinance 10-306, the City retrospectively, and therefore unlawfully, withdrew from Plaintiffs Houser, Williams and Sledgeski their rights to the Variable Benefit feature of the Plan as it stood prior to the Ordinance.

- By enacting Ordinance 10-306, the City breached its contract with Plaintiffs Houser, Williams and Sledgeski.

- The City is entitled to make prospective and reasonable unilateral modifications to the Plan.

- Plaintiffs Cherry and Lake held contractual rights such that each is entitled to “substantially the program he bargained for and any diminution thereof must be balanced by other benefits or justified by countervailing equities for the public’s welfare.” *City of Frederick v. Quinn*, 35 Md. App. 626, 631 (1977).

This court retains continuing jurisdiction over this action, including the discretion and authority to reconsider and revise the foregoing.

*[JUDGE’S SIGNATURE ON ORIGINAL]*

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Judge Julie R. Rubin

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