IN THE U.S. DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)

KENNETH FITCH, *And all those similarly situated,* Plaintiff,	*	
v.	*	Case No.: 26-cv-01831-RDB
YAAKOV WEISSMANN, Secretary of Maryland, Department of Budget and Management, *In his official capacity,* Defendant.	*	

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AMENDED COMPLAINT
FOR DECLARATORY JUDGMENT & OTHER RELIEF

Plaintiff, Kenneth Fitch ("Plaintiff") on behalf of himself and all those similarly situated, by and through undersigned counsel, files this Amended Complaint for Declaratory Judgment & Other Relief against Defendant, Yaakov Weissmann, Secretary of the Maryland Department of Budget & Management, in his official capacity and states the following:

INTRODUCTION

1. This case challenges the Maryland Department of Budget and Management's ("DBM") replacement of the mandatory statutory prescription-drug benefits framework enacted by the General Assembly with a vendor-run Health Reimbursement Arrangement ("HRA") and a vendor-enrollment requirement that the statute does not authorize.

2. Section 2-509.1(d)-(k) of the Maryland State Personnel & Pensions Article (collectively identified as "Section 2-509.1" or "§ 2-509.1") creates a closed statutory class of eligible retirees and mandates a State-run system of prescription-drug reimbursement programs,

automatic enrollment, notice and counseling, and regulatory protections. DBM has never implemented these statutory programs.

3. Instead, DBM conditions access to any prescription-drug program on enrollment with a private vendor, Via Benefits, and administers a vendor-run HRA that appears nowhere in the statute.

4. DBM now requires retirees to "enroll with Via Benefits"[1] as the mandatory gateway to prescription-drug assistance, even though DBM's own contract is not with "Via Benefits" at all, but with a different legal entity—Extend Health, LLC—whose name appears nowhere in the enrollment requirement DBM imposes.

5. DBM's actions exceed its statutory authority and substitutes a non-statutory system for the one the legislature enacted.

6. DBM's actions violate the Equal Protection and Due Process Clauses of the Fourteenth Amendment, Articles 24 and 19 of the Maryland Declaration of Rights, and fundamental ultra vires principles that prohibit executive officials from imposing conditions or replacing statutory programs the legislature did not authorize.

7. DBM's vendor-enrollment requirement also creates an unauthorized subclassification within the closed statutory class the General Assembly established. By conditioning statutory benefits on enrollment with a private vendor, DBM divides identically situated retirees into favored and disfavored groups, resulting in unequal treatment within a single statutory class.

[1] See Via Benefits Introduction Letter. September 9, 2024, https://dbm.maryland.gov/benefits/Pages/Retirees.aspx accessed May 29, 2026

8. DBM has also created a second unauthorized subclassification by providing HRA funds to retirees enrolled in the § 2-509.1(d) Prescription Drug Coverage Program but withholding HRA contributions entirely from retirees enrolled in the § 2-509.1(e) Catastrophic Program, even though all members of the statutory class face the same Medicare Part D cost structure and are entitled to the same statutory protections. This differential treatment is not authorized by § 2-509.1 and results in arbitrary and unequal financial burdens on identically situated members of the same statutory class.

9. Executive officials may not impose conditions or requirements that the legislature did not enact. Agencies must implement statutes as written and may not create non-statutory prerequisites to the exercise of statutory rights. DBM's vendor-enrollment requirement and substitution of a vendor-run HRA system violate these fundamental limits on executive authority.

10. In short, this case presents a straightforward question: May state officials deny statutory retiree benefits based on an eligibility barrier the legislature never enacted? The U.S. Constitution and Maryland law both say no. The Court's intervention is necessary to prevent ongoing harm and to ensure lawful administration of the retiree benefit program going forward. Therefore, Plaintiff seeks declaratory and injunctive relief restoring the statutory framework and preventing DBM from enforcing either unauthorized subclassification—the vendor-enrollment requirement and the irrational HRA-funding disparity between § 2-509.1(d) and § 2-509.1(e) retirees.

JURISDICTION AND VENUE

11. This is a civil action under 42 U.S.C. § 1983 seeking prospective declaratory and injunctive relief to halt ongoing violations of the Equal Protection and Due Process Clauses of the Fourteenth Amendment and Articles 24 and 19 of the Maryland Declaration of Rights.

12. This Court has subject-matter jurisdiction under 28 U.S.C. §§ 1331 and 1343(a)(3)–(4) because this action arises under the Constitution and laws of the United States.

13. This Court may grant declaratory and injunctive relief under 28 U.S.C. §§ 2201–2202 and Rules 57 and 65 of the Federal Rules of Civil Procedure.

14. Plaintiff seeks only prospective declaratory and injunctive relief to halt ongoing violations of federal law. Defendant Weissmann is a state official responsible for enforcing the challenged policies. Because the relief sought runs solely against his future conduct and does not require payment of retroactive monetary relief from the State treasury, this action falls squarely within the *Ex parte Young*[2] exception to sovereign immunity.

15. This Court has supplemental jurisdiction over Plaintiff's state-law claims under 28 U.S.C. § 1367 because those claims form part of the same case or controversy as Plaintiff's federal constitutional claims.

16. Venue is proper in the Northern Division of the District of Maryland under 28 U.S.C. § 1391(b) because the events giving rise to this action occurred in this District, the challenged policies are administered here, and the defendants perform their official duties within this District.

PARTIES

17. Plaintiff is a Medicare-eligible State retiree who meets all statutory criteria for participation in the prescription drug reimbursement programs mandated by § 2-509.1.

18. Defendant Yaakov Weissmann is Secretary of DBM and is being sued in his official capacity and is responsible for the administration and enforcement of the retiree prescription drug benefit program at issue.

[2] 209 U.S. 123 (1908).

I. LEGAL FRAMEWORK

A. Federal Constitutional Protections

19. The Equal Protection Clause of the Fourteenth Amendment prohibits the State from treating similarly situated individuals differently without a rational basis. State officials may not create subclassifications within a closed statutory class unless expressly authorized by law and supported by a legitimate governmental interest.

20. The Due Process Clause of the Fourteenth Amendment prohibits the State from depriving individuals of statutory entitlements without notice, standards, or an opportunity to be heard. When the State creates a statutory entitlement, it must administer that entitlement through fair procedures and may not impose unauthorized conditions that defeat access to the benefit.

B. Maryland Constitutional Protections

21. Article 24 of the Maryland Declaration of Rights guarantees due process and equal protection of the laws. Maryland courts interpret Article 24 in *pari materia* with the Due Process and Equal Protection Clauses of the Fourteenth Amendment, and violations of federal due process and equal protection standards likewise constitute violations of Article 24.

22. Article 19 of the Maryland Declaration of Rights guarantees that every person shall have access to the courts and a remedy for injury to their rights. Article 19 prohibits the State from erecting administrative barriers that deny meaningful access to statutory entitlements or prevent individuals from obtaining the remedies the General Assembly has provided.

C. Statutory Requirements

23. Maryland State Personnel & Pensions Code Ann. § 2 509.1 establishes a comprehensive statutory framework to replace the prescription drug program eliminated by 2011

legislation[3]. The statute requires the Department of Budget and Management ("DBM") to establish and operate three distinct State run reimbursement programs, each designed to cover different categories of out-of-pocket prescription drug expenses.

24. First, § 2 509.1(d) requires DBM to operate a State Retiree Prescription Drug Coverage Program, which reimburses retirees for prescription drug costs that exceed the limits applicable to non-Medicare retirees. This program applies only to retirees who retired on or before December 31, 2019, and are enrolled in Medicare Part D.

25. Second, § 2 509.1(e) requires DBM to operate a Catastrophic Prescription Drug Assistance Program, which reimburses retirees for out-of-pocket prescription drug costs incurred after they reach catastrophic coverage under Medicare Part D. This program applies only to retirees who began State service on or before June 30, 2011, retired on or after January 1, 2020, and are enrolled in Medicare Part D.

26. Third, § 2 509.1(f) requires DBM to establish the Maryland State Retiree Life Sustaining Prescription Drug Assistance Program, which reimburses retirees for out-of-pocket costs for life sustaining medications that are covered under the State plan but not covered under Medicare.

27. These three programs are not discretionary. The statute uses mandatory language requiring DBM to establish and administer each program. Nothing in § 2 509.1 authorizes DBM to replace these programs with a different system, nor does it authorize DBM to condition eligibility on enrollment with any private vendor.

[3] 2011 Laws, Chapter 397.

28. The statute permits DBM to use a Health Reimbursement Arrangement ("HRA") as a mechanism of reimbursement, but only as a method for delivering the reimbursements required by the three statutory programs. § 2 509.1(d)(3), (e)(3), (f)(3). The statute does not authorize DBM to substitute an HRA for the programs themselves or to use an HRA to impose new eligibility conditions.

29. The fiscal and policy note accompanying the legislation that enacted § 2-509.1(d)-(f) states that "it is the intent of the General Assembly that DBM establish the reimbursement programs in a manner that allows retirees to receive reimbursement at the time when they purchase a prescription drug, through a mechanism such as debit cards."[4] This confirms that the legislature intended real-time reimbursement through State-run programs, not a vendor-run HRA system that provides a fixed annual deposit unrelated to actual prescription-drug costs.

30. In 2011, the General Assembly enacted legislation that would have ended the State's retiree prescription-drug plan and required Medicare-eligible retirees to obtain prescription-drug coverage through Medicare Part D beginning in 2019. Litigation followed, and a federal court issued an injunction preventing the State from terminating the plan. The General Assembly subsequently enacted § 2-509.1(d)–(f) to establish new State-administered prescription-drug reimbursement programs for the closed classes of retirees who had been covered under the former State plan. These provisions form the statutory framework that DBM is required to administer.

[4] See Exhibit 2 - 2019 Laws, Chapter 767, Senate Bill 946 - Fiscal & Policy Note, page 3 & 4.

D. Ultra Vires Doctrine (Maryland Law)

31. Under Maryland law, state agencies and officials may exercise only those powers expressly granted by statute or necessarily implied from the statutory text. Agency action that exceeds or contradicts statutory authority is ultra vires and void.

32. Maryland courts consistently hold that ultra vires conduct is not protected by sovereign immunity and may be enjoined. When an agency replaces, disregards, or imposes conditions not found in a statute, it acts outside its lawful authority and its actions are subject to judicial review and prospective relief.

E. Governing Judicial Principles for statutory interpretation and agency action.

33. In *Loper Bright Enterprises v. Raimondo*[5], the Supreme Court held that courts must exercise independent judgment in interpreting statutes and may not defer to an agency's interpretation simply because a statute is ambiguous. Courts must adopt the best reading of the statute based on traditional tools of construction and may not uphold agency action that contradicts statutory text, structure, or history.

34. This Court has likewise confirmed that executive officials may not impose conditions the legislature did not enact. In *PFLAG*, *Inc. v. Trump*[6] the Court held that the Executive cannot "place conditions on federal funding that Congress did not prescribe," because "there is no provision in the Constitution that authorizes the President to enact, to amend, or to repeal statutes." *Pflag* at 546–47. DBM has done the state-level equivalent here: it has imposed a vendor-enrollment requirement and substituted a vendor-run HRA system that appear nowhere in § 2-509.1, displacing the statutory programs the General Assembly mandated.

[5] 603 U.S. 369 (2024)
[6] 766 F. Supp. 3d 535 (2025).

35. Consistent with *Loper Bright* and *PFLAG*, agencies may not invoke policy preferences or administrative convenience to override clear statutory commands or create conditions or classifications that the legislature did not authorize. When an agency replaces a statutory scheme with its own policy-driven system, courts treat that conduct as ultra vires and set it aside.

36. These principles apply with full force to DBM's administration of § 2-509.1.

II. STATEMENT OF FACTS

37. DBM has never implemented the prescription-drug reimbursement programs mandated by Md. Code, State Pers. & Pensions § 2-509.1.

38. In 2011, the General Assembly enacted legislation that would have ended the State's retiree prescription-drug plan and required Medicare-eligible retirees to obtain prescription-drug coverage through Medicare Part D in July of 2019[7]. Retirees challenged that change in federal court, and the court issued an injunction preventing the State from terminating the plan. Following that injunction, the General Assembly enacted § 2-509.1(d)–(f) to establish new State-administered prescription-drug reimbursement programs for the closed classes of retirees who had been covered under the former State plan

39. Section 2-509.1 establishes two closed and diminishing statutory classes of eligible retirees. The first class consists of State employees who retired on or before December 31, 2019. The second class consists of State employees who began State service on or before June 30, 2011, and retired on or after January 1, 2020.

[7] Because the improvements to Medicare Part D coverage under ACA were accelerated, and because the State plan year begins on January 1 of each year, Chapter 10 of 2018 (the Budget Reconciliation and Financing Act) accelerated the date coverage would end to January 1. 2019. See Exhibit 2, page 6.

40. These two statutory classes are finite and will shrink over time. No individual hired after June 30, 2011, and no individual retiring after the statutory dates without meeting the service cutoff, can ever enter either class.

41. Members of these two statutory classes are entitled to the prescription-drug benefits, protections, and State-administered programs mandated by § 2-509.1.

42. DBM has no authority to narrow either statutory class by imposing additional eligibility barriers not found in § 2-509.1, including conditioning access to statutory benefits on enrollment with a private vendor that is not registered to conduct business in the State.

43. Section 2-509.1(f)(4) requires DBM to automatically enroll eligible retirees in the Life-Sustaining Prescription Drug Assistance Program whenever they enroll in either of the other two statutory programs. DBM has eliminated automatic enrollment entirely. Retirees are not automatically enrolled in the Life-Sustaining Prescription Drug Assistance Program under DBM's current system, contrary to the statute's explicit mandate.

A. DBM's Vendor-Based HRA System

44. DBM does not operate any of the three statutory reimbursement programs required by § 2-509.1. Instead, DBM provides a fixed annual Health Reimbursement Arrangement ("HRA") deposit administered through Via Benefits.

45. The HRA is designed by DBM to offset the Medicare Part D out-of-pocket maximum rather than to reimburse actual prescription-drug expenses. The State deposits funds equal to the difference between the Medicare Part D out-of-pocket maximum and the former State plan's retiree out-of-pocket maximum.

46. For 2026, DBM set the HRA amounts at $750 for an individual retiree and $2,200 for two Medicare-eligible family members. These amounts are not tied to actual prescription-drug expenditures and do not function as reimbursement programs.

47. The General Assembly previously increased the minimum HRA amount by $250 for 2025, but the 2026 individual amount remains unchanged because it already exceeds the statutory minimum.

48. Because the HRA is a fixed annual deposit rather than a reimbursement program, retirees who incur prescription-drug costs beyond the HRA amount receive no additional support, regardless of their statutory eligibility or actual expenses.

49. "Retirees enrolled in the § 2-509.1(e) Catastrophic Program receive no HRA contributions from DBM whatsoever. Unlike retirees enrolled in the § 2-509.1(d) program—who receive annual HRA deposits designed to offset Medicare Part D out-of-pocket costs—§ 2-509.1(e) Catastrophic Program retirees must self-fund the same Medicare Part D out-of-pocket threshold entirely from their own resources. This creates a second unauthorized and irrational subclassification within the statutory classes: § 2-509.1(d) retirees receive State financial assistance to meet Medicare Part D thresholds; § 2-509.1(e) Catastrophic Program retirees, equally entitled to statutory protections, receive none."

B. DBM's Vendor-Based Eligibility Requirements

50. DBM conditions access to the Life-Sustaining Prescription Drug Assistance Program ("LSP") on enrollment in a Medicare Part D plan through Via Benefits, even though § 2-509.1 does not authorize any vendor-enrollment requirement.

51. Eligibility for the LSP under DBM's system depends on the primary enrollee's retirement date and enrollment through Via Benefits, not on the statutory criteria enacted by the General Assembly.

52. DBM represents to retirees that they must "enroll with Via Benefits" in order to receive any prescription-drug assistance. But the contract DBM produced in response to a Maryland Public Information Act request is not with "Via Benefits" at all. The contract is with a separate legal entity, Extend Health, LLC, and does not mention "Via Benefits," the name DBM uses as the mandatory enrollment gateway. DBM's imposition of a vendor-enrollment requirement tied to a brand name that does not appear in the governing contract confirms that DBM has created a non-statutory eligibility condition and delegated statutory functions outside the scope of any lawful authority. This mismatch between the contract and the vendor requirement further demonstrates that DBM is not administering the statutory reimbursement programs the General Assembly mandated.[8]

53. DBM's contract for administering retiree prescription-drug functions is with Extend Health, LLC—not "Via Benefits." That contract requires the disclosure, transmission, and handling of retirees' protected health information ("PHI"). As a covered entity under HIPAA, DBM may delegate PHI-related functions only through a Business Associate Agreement that

[8] The fact that DBM publicly requires retirees to "enroll with Via Benefits," while its actual contract is with a different legal entity—Extend Health, LLC—illustrates the extent to which DBM has constructed an administrative system untethered to the statutory framework the General Assembly enacted. Under *Loper Bright*, agencies may not invent administrative mechanisms, conditions, or structures that lack grounding in statutory text or legislative authorization. 603 U.S. 369 (2024). DBM's reliance on a vendor name that appears nowhere in the governing contract underscores that DBM is not administering the statutory reimbursement programs required by § 2-509.1, but instead has created a non-statutory, policy-driven system that departs from the statute's text, structure, and history.

contains the safeguards required by federal law. To the extent DBM delegated eligibility determinations, enrollment functions, or prescription-drug assistance functions to Extend Health, LLC operating under the "Via Benefits" brand—without a contract or a compliant Business Associate Agreement—DBM exceeded its lawful authority.

54. The contract DBM executed is with Extend Health, LLC—not "Via Benefits." "Via Benefits" is not a legal entity, is not registered to do business in Maryland, and does not appear anywhere in the contract as an approved subcontractor, affiliate, or authorized agent. Under the contract, Extend Health, LLC may not delegate any State-specific obligations without prior written approval from the State's Procurement Officer and without executing a subcontract containing all mandatory State provisions, including required confidentiality and HIPAA-related protections. Counsel is unable to determine whether any such approval or subcontract exists. Nevertheless, DBM requires retirees to "enroll with Via Benefits" and permits "Via Benefits" to perform core State functions—including eligibility screening, enrollment, counseling, and the handling of protected health information—functions that only an approved and legally authorized subcontractor may perform. If DBM allowed an unregistered, unauthorized, and unnamed vendor to administer statutory and PHI-related functions, then it exceeded its contractual authority, violated State procurement requirements incorporated into the contract, and delegated State responsibilities to an entity that is not legally permitted to perform them**.**

55. The statutory prescription-drug programs at issue assign the administration of eligibility, enrollment, counseling, and benefit-related functions to the State. The statute does not identify any private vendor to perform these duties, and it does not reference "Via Benefits" or any similar entity. The contract DBM executed likewise identifies only Extend Health, LLC as the contractor responsible for performing the work. As a result, any private entity performing

eligibility, enrollment, counseling, or benefit-administration functions must be doing so only through whatever authority the statute or the contract provides. Whether DBM had any statutory or contractual authority to shift these State-assigned functions to "Via Benefits" is unknown based on the information available to counsel.

C. Via Benefits as a State Actor

56. Via Benefits acted under color of state law when administering eligibility determinations, enrollment requirements, and access to prescription-drug assistance for members of the statutory classes. Via Benefits performed functions delegated exclusively by DBM and exercised authority that exist solely because of DBM's policies and directives. All actions taken by Via Benefits in administering, limiting, or denying access to prescription-drug assistance are therefore attributable to DBM for purposes of 42 U.S.C. § 1983.

57. Via Benefits is not registered to conduct business in Maryland and has no resident agent in the State. Despite this lack of legal presence or authority, DBM requires members of the statutory classes to enroll with Via Benefits as a condition of accessing prescription-drug assistance, and Via Benefits administers eligibility, enrollment, and benefit access determinations on DBM's behalf.

D. Rule 19

58. Via Benefits is not a required party under Rule 19. Section 2-509.1 imposes obligations solely on the State and its officials, and complete relief may be accorded among the existing parties without joining Via Benefits. Via Benefits has no legally protected interest in the administration of the statutory programs, and its absence does not impair its ability to protect any interest or expose the existing parties to inconsistent obligations.

E. Harm to Retirees

59. Retirees have experienced delays, denials, and interruptions in access to prescription medications as a result of Via Benefits' administration of the HRA and DBM's elimination of the statutory programs.

60. Retirees have incurred unreimbursed out-of-pocket costs for prescription drugs because DBM's system provides only a fixed HRA deposit and no reimbursement program.

61. Retirees who do not enroll with Via Benefits receive no prescription-drug support at all, despite being members of the statutory classes created by § 2-509.1.

F. Summary of DBM's Unlawful Actions

62. By replacing the statutory reimbursement programs with a vendor-based HRA system, DBM has:

a. eliminated the three mandatory statutory reimbursement programs;
b. eliminated automatic enrollment;
c. imposed a vendor-enrollment requirement not found in the statute;
d. created two unauthorized and irrational subclassifications: (1) conditioning access to prescription drug assistance on vendor enrollment, and (2) providing HRA contributions to § 2-509.1(d) retirees while withholding them entirely from § 2-509.1(e) Catastrophic Program retirees
e. deprived retirees of statutory entitlements without notice, standards, or an opportunity to be heard.

62. These actions violate § 2-509.1, exceed DBM's lawful authority, and violate the Equal Protection and Due Process Clauses of the Fourteenth Amendment and Articles 24 and 19 of the Maryland Declaration of Rights.

63. Because DBM's challenged policies apply uniformly to all members of the statutory classes, Plaintiff proceeds individually but reserves the right to seek class certification under Rule 23 if necessary to ensure uniform compliance with any declaratory or injunctive relief ordered by the Court.

III. CAUSES OF ACTION

Count I - Violation of the Equal Protection Clause (U.S. Const. amend. XIV; 42 U.S.C. § 1983)

64. Plaintiff incorporates the allegations above.

65. The Equal Protection Clause prohibits the State from treating similarly situated individuals differently without a rational basis. State officials may not create subclassifications within a closed statutory class unless expressly authorized by law and supported by a legitimate governmental interest.

66. State Pers. & Pens. § 2-509.1(d)-(k) creates two closed statutory classes of eligible retirees. All members of this class are identically situated with respect to the statutory prescription-drug protections the General Assembly mandated.

67. DBM has created two separate and unauthorized subclassifications within this single statutory class, resulting in unequal treatment of identically situated retirees

A. Classification 1 – Vendor Enrollment Requirement

68. First, DBM conditions access to statutory prescription-drug protections on whether a retiree enrolled through a private vendor, even though § 2-509.1 contains no such requirement.

69. This vendor-enrollment requirement divides the statutory class into:

(a) retirees who enrolled through the vendor and receive HRA benefits and Life Sustaining Program access; and

(b) retirees who did not enroll through the vendor and receive nothing, even if fully Medicare enrolled and otherwise eligible.

70. This subclassification is not authorized by statute, bears no rational relationship to any legitimate governmental interest, and results in unequal treatment of identically situated members of the statutory class.

B. Classification 2 – HRA Funded vs. HRA-Unfunded Retirees

71. Second, DBM has created an additional subclassification by providing Health Reimbursement Arrangement (HRA) funds to some members of the statutory class but not others, even though all members face the same Medicare Part D cost structure and are entitled to the same statutory protections.

72. Retirees who retired on or before December 31, 2019 and are enrolled in the § 2-509.1(d) program receive HRA contributions to meet Medicare Part D out-of-pocket thresholds. Retirees who began service on or before June 30, 2011 and retired on or after January 1, 2020, and are enrolled in the § 2-509.1(e) Catastrophic Program receive no HRA contributions and must self-fund the same Medicare Part D thresholds.

73. This disparate treatment has no basis in § 2-509.1, which does not authorize DBM to provide different levels of financial protection to different members of the closed statutory class. The statute's purpose is uniform: to ensure that all members of the class receive meaningful prescription-drug protection after the State discontinued its own plan.

74. DBM's decision to provide HRA funds to one subset of the class while denying them to another is arbitrary, irrational, and contrary to the Legislature's design. It imposes unequal financial burdens on identically situated retirees and defeats the statutory purpose.

C. Equal Protection Violation

75. DBM's creation and enforcement of these two unauthorized subclassifications—(1) vendor-enrolled vs. non-enrolled retirees, and (2) HRA-funded vs. HRA-unfunded retirees—constitute irrational and arbitrary line-drawing within a single statutory class, in violation of the Equal Protection Clause of the Fourteenth Amendment.

76. Plaintiffs have suffered and will continue to suffer unequal treatment, financial harm, and deprivation of statutory protections as a direct result of DBM's unconstitutional subclassifications. Plaintiffs are entitled to declaratory and injunctive relief prohibiting DBM from enforcing these unconstitutional subclassifications and requiring DBM to administer § 2-509.1 uniformly and in accordance with the Constitution.

Count II - Violation of the Due Process Clause (U.S. Const. amend. XIV, 42 U.S.C. § 1983)

77. Plaintiff incorporates the allegations above.

78. Members of the statutory classes have a protected property interest in the prescription-drug benefits and programs mandated by § 2-509.1.

79. DBM eliminated the statutory programs, eliminated automatic enrollment, and replaced the statutory scheme with a vendor-based HRA system that does not reimburse actual prescription-drug expenses.

80. DBM imposed unauthorized conditions — including mandatory enrollment with Via benefits — that deprive retirees of access to statutory entitlements without notice, standards, or an opportunity to be heard.

81. These actions constitute a deprivation of property without due process of law in violation of the Fourteenth Amendment.

Count III -Violation of Article 24
(Maryland Declaration of Rights)

82. Plaintiff incorporates the allegations above.

83. Article 24 guarantees due process and equal protection of the laws and is interpreted in *pari materia* with the Fourteenth Amendment.

84. For the same reasons set forth in Counts I and II, DBM's actions violate Article 24.

Count IV - Violation of Article 19
(Maryland Declaration of Rights)

85. Plaintiff incorporates the allegations above.

86. Article 19 guarantees access to the courts and a remedy for injury to legal rights.

87. DBM's elimination of the statutory programs, elimination of automatic enrollment, and imposition of vendor-based barriers deny retirees meaningful access to the statutory remedies created by § 2-509.1.

88. By replacing the statutory scheme with a vendor-run system that retirees must navigate without standards or recourse, DBM has violated Article 19.

Count V- Ultra Vires Action

89. Plaintiff incorporates the allegations above.

90. Under Maryland law, a State agency may exercise only those powers the General Assembly has expressly granted or that are necessarily implied.

91. Section 2-509.1 does not authorize DBM to eliminate the statutory prescription drug programs, eliminate automatic enrollment, impose vendor-enrollment requirements, or replace the statutory framework with an HRA system.

92. DBM's actions exceed the authority granted by Section 2-509.1 and are ultra vires and void.

93. Ultra vires conduct is not protected by sovereign immunity and is subject to prospective declaratory and injunctive relief.

Count VI - Violation of § 2-509.1
(Statutory Claim)

94. Plaintiff incorporates the allegations above.

95. Section 2-509.1 mandates that the State operate three prescription-drug reimbursement programs and automatically enroll eligible retirees in the Life-Sustaining Prescription Drug Assistance Program.

96. DBM has never implemented these programs, has eliminated automatic enrollment, and has replaced the statutory scheme with a vendor-based HRA system that does not reimburse actual prescription-drug expenses.

97. DBM's actions violate § 2-509.1 and constitute unlawful agency action.

Count VII - Declaratory Judgment
(28 U.S.C. §§ 2201–2202)

98. Plaintiff incorporates the allegations above.

99. An actual, ongoing controversy exists between Plaintiff and Defendants regarding the legality of DBM's elimination of the statutory prescription-drug reimbursement programs, its elimination of automatic enrollment, and its replacement of the statutory scheme with a vendor-based HRA system.

100. Plaintiff seeks a declaration that DBM's actions violate § 2-509.1, exceed DBM's statutory authority, and violate the federal and state constitutional provisions identified in Counts I–VI.

101. A declaratory judgment will resolve the parties' dispute and clarify the rights and obligations of the statutory classes and the State.

102. Declaratory relief is authorized by 28 U.S.C. §§ 2201–2202 and is necessary to ensure uniform compliance with the statutory and constitutional requirements governing prescription-drug assistance for eligible retirees.

Count VIII - Prospective Relief Under *Ex parte Young*

103. Plaintiff incorporates the allegations above.

104. Plaintiff seeks only prospective declaratory and injunctive relief to halt ongoing violations of federal law.

105. Defendant Weissmann is the state official responsible for enforcing the challenged policies.

106. Because the relief sought runs solely against their future conduct and does not require payment of retroactive monetary relief from the State treasury, this action falls squarely within the *Ex Parte Young* exception to sovereign immunity.

Count IX - Judicial Review Under *Loper Bright* and *PFLAG*

107. Plaintiff incorporates the allegations above.

108. Under *Loper Bright*, courts must independently interpret statutes and may not defer to agency interpretations that contradict statutory text, structure, or history.

109. Under *PFLAG,* agencies may not invoke policy preferences or administrative convenience to override clear statutory commands or create unauthorized classifications.

110. DBM's replacement of the statutory scheme with a vendor-based HRA system contradicts the text and structure of § 2-509.1 and is unlawful under these governing judicial principles.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and grant the following relief:

a. A declaration pursuant to 28 U.S.C. §§ 2201–2202 that Defendants' elimination of the statutory prescription-drug reimbursement programs, elimination of automatic enrollment, and imposition of a vendor-enrollment requirement violate § 2-509.1, exceed DBM's statutory authority, and violate the federal and state constitutional provisions identified in Counts I–VII.

b. A permanent injunction prohibiting Defendants from providing HRA contributions to members of the § 2-509.1(d) program while denying equivalent HRA contributions to members of the § 2-509.1(e) Catastrophic Program, and requiring Defendants to administer any HRA funding uniformly across all members of the statutory classes or to eliminate the HRA mechanism in favor of the statutory reimbursement programs the General Assembly mandated

c. A permanent injunction prohibiting Defendants, their officers, agents, employees, and all persons acting in concert with them from enforcing or maintaining any policy, practice, or requirement that conditions access to prescription-drug assistance on enrollment with a private vendor or that otherwise narrows or alters the statutory classes created by § 2-509.1.

d. A permanent injunction requiring Defendants to implement and administer the prescription-drug reimbursement programs mandated by § 2-509.1,

including the Life-Sustaining Prescription Drug Assistance Program, in accordance with the statute's text, structure, and mandatory enrollment provisions.

e. A permanent injunction requiring Defendants to provide prescription-drug assistance to all members of the statutory classes without imposing any eligibility conditions not found in § 2-509.1.

f. A permanent injunction prohibiting Defendants from delegating statutory eligibility determinations or statutory program administration to any private vendor unless expressly authorized by statute.

g. A permanent injunction requiring Defendants to restore and maintain automatic enrollment in the Life-Sustaining Prescription Drug Assistance Program as mandated by § 2-509.1.

h. An order retaining jurisdiction to ensure ongoing compliance with the Court's declaratory and injunctive relief.

i. A preliminary and permanent injunction requiring Defendants to provide constitutionally adequate notice, standards, and procedures before denying retirees access to any prescription-drug benefits or programs mandated by § 2-509.1.

j. An order requiring Defendants to correct all public-facing materials, including DBM's website, to accurately reflect the statutory eligibility criteria in § 2-509.1 and to remove any statements conditioning eligibility or access to prescription-drug assistance on enrollment with Via Benefits or any other private vendor.

k. An award of reasonable attorneys' fees and costs under 42 U.S.C. § 1988 and any other applicable authority.

l. Any further relief the Court deems just and proper.

Respectfully submitted,

06/01/2026
Date

/s/ Deborah A. Holloway Hill

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IN THE U.S. DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)

KENNETH FITCH, *And all those similarly situated* Plaintiff,	*		
v.	*	Case No.:	26-01831
YAAKOV WEISSMANN, Secretary Department of Budget and Management *In his official capacity* Defendant	*		

* * * * * * * * * * * * * *

MOTION FOR PRELIMINARY INJUNCTION

Plaintiff Kenneth Fitch, on behalf of himself and all others similarly situated, respectfully moves this Court for a Preliminary Injunction pursuant to Federal Rule of Civil Procedure 65, 28 U.S.C. §§ 2201–2202, and the Court's inherent equitable authority

Plaintiff seeks to halt the Maryland Department of Budget and Management's ongoing violation of Md. Code, State Pers. & Pens. § 2-509.1, the Equal Protection Clause and Due Process Clause of the Fourteenth Amendment, Articles 19 and 24 of the Maryland Declaration of Rights, and the governing judicial principles reaffirmed in *Loper Bright Enterprises v. Raimondo* and *PFLAG, Inc. v. Trump*.

As set forth in the accompanying Memorandum, Plaintiff satisfies all four elements required for preliminary injunctive relief:

1. **Likelihood of Success on the Merits.** DBM has never implemented the three mandatory

statutory reimbursement programs required by § 2-509.1, eliminated automatic enrollment, imposed a non-statutory vendor-enrollment requirement, delegated statutory functions to a private vendor, and replaced the statutory scheme with a vendor-run HRA system that appears nowhere in the statute. These actions violate the statute, exceed DBM's authority, and violate federal and state constitutional protections.

2. **Irreparable Harm.** Plaintiff and members of the closed statutory classes are suffering ongoing irreparable harm, including loss of statutory entitlements, constitutional injury, unreimbursed prescription-drug costs, and interruptions in access to life-sustaining medications. These harms cannot be remedied by monetary damages.

3. **Balance of Equities.** The equities overwhelmingly favor Plaintiff. Retirees face ongoing statutory and constitutional deprivations, while DBM faces only the obligation to comply with the statute the General Assembly enacted.

4. **Public Interest.** The public interest is served by enforcing statutory mandates, preventing constitutional violations, protecting elderly and medically vulnerable retirees, and ensuring lawful administration of State benefits.

REQUESTED RELIEF

Plaintiff respectfully requests that the Court:

a. Enjoin DBM from enforcing or maintaining any vendor enrollment requirement as a condition of accessing prescription drug assistance under § 2 509.1.

b. Enjoin DBM from using a vendor run Health Reimbursement Arrangement ("HRA") system as a substitute for the three mandatory statutory reimbursement programs.

c. Require DBM to restore automatic enrollment in the Life Sustaining Prescription Drug Assistance Program as mandated by § 2 509.1(f)(4).

d. Require DBM to implement and administer the three statutory reimbursement programs required by § 2 509.1(d), (e), and (f) pending final judgment.

e. Prohibit DBM from imposing any eligibility conditions not found in § 2 509.1, including vendor-based prerequisites, documentation requirements, or procedural barriers.

f. Prohibit DBM from delegating statutory eligibility determinations or program administration to Via Benefits or any other private vendor unless expressly authorized by statute.

g. Require DBM to provide clear, accurate, and constitutionally adequate notice and standards before denying retirees access to any prescription drug benefits or statutory programs.

h. Require DBM to correct all public facing materials to accurately reflect the statutory eligibility criteria and remove any statements conditioning access to benefits on vendor enrollment.

i. Grant such other and further relief as the Court deems just and proper.

The Complaint and accompanying exhibits are incorporated herein.

CONCLUSION

For the reasons set forth in the accompanying Memorandum, Plaintiff respectfully requests that the Court grant this Motion and enter a Preliminary Injunction restoring the statutory protections the General Assembly enacted.

Respectfully submitted

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IN THE U.S. DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)

KENNETH FITCH, *
And all those similarly situated
Plaintiff, *

v. * Case No.: 26-01831

YAAKOV WEISSMANN, *
Secretary of Maryland
Department of Budget and Management *
In his official capacity
Defendant *

* * * * * * * * * * * * *

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of June 2026, a copy of the Motion for Preliminary Injunction and attached Exhibits was served via the Court's CM/ECF electronic filing system, which automatically provides notice to all counsel of record including:

Ryan R. Dietrich
Assistant Attorney General
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Baltimore, MD 21202
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Respectfully submitted,

07/01/2026
Date

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IN THE U.S. DISTRICT COURT
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MEMORANDUM IN SUPPORT OF PLAINTIFFS
MOTION FOR PRELIMINARY INJUNCTION

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INTRODUCTION

This case presents a straightforward statutory question: whether the Department of Budget and Management ("DBM") may disregard the mandatory requirements of Md. Code Ann., State Pers. & Pens. § 2-509.1(d)–(k) and replace the State's retiree prescription-drug reimbursement programs with a vendor-run Health Reimbursement Arrangement ("HRA") system. Section 2-509.1 is comprehensive and mandatory. It requires DBM to continue providing prescription-drug assistance to a closed class of retirees; to establish three State-run reimbursement programs; to automatically enroll eligible retirees; to reimburse out-of-pocket costs above statutory limits; to provide access to life-sustaining medications not covered by Medicare Part D; and to administer notice, counseling, reporting, and regulatory protections.

DBM has never implemented any of the statutory reimbursement programs. Instead, it has substituted a vendor-run HRA system administered through "Via Benefits," a private enrollment platform that is not authorized by § 2-509.1(d)–(k), is not a legal entity, and is not registered to conduct business in Maryland. DBM conditions access to statutory benefits on enrollment with this vendor, imposes eligibility barriers not found in the statute, eliminates automatic enrollment, and replaces mandatory reimbursement programs with fixed annual HRA deposits.

Plaintiff Kenneth Fitch seeks to enjoin DBM from enforcing these extra-statutory conditions. The material facts are undisputed. The only question is legal: whether DBM's system is authorized by § 2-509.1. It is not. DBM's actions exceed its statutory authority, violate the Equal Protection and Due Process Clauses of the Fourteenth Amendment, and violate Articles 24 and 19 of the Maryland Declaration of Rights. These actions are ultra vires, arbitrary, and unconstitutional. They are causing ongoing and irreparable harm, including loss of statutory benefits, disruption of prescription-drug access, and exposure to unrecoverable out-of-pocket costs. Because Plaintiff is

likely to succeed on the merits, faces irreparable harm, and the balance of equities and public interest favor enforcing the statute as written, a preliminary injunction should issue.

FACTUAL BACKGROUND

A. Plaintiff's Eligibility

Plaintiff is a statutorily eligible retiree who was denied reimbursement and access to the Life Sustaining Prescription Drug Program solely because he did not enroll into Medicare Part D using the third party vendor, "VIA Benefits"

B. Statutory Scheme Enacted by the General Assembly

The General Assembly enacted § 2-509.1(d)–(k) in 2019 to preserve prescription-drug assistance for the closed class of retirees protected by the 2018 federal injunction. These subsections require DBM to administer three reimbursement-based programs and to provide direct access to those programs.

Earlier legislative actions set the stage. In 2004, the General Assembly enacted Section 2-509.1(a) requiring the State to continue providing prescription drug benefits for retirees.[1] In 2011, the General Assembly enacted § 2-509.1(b), discontinuing prescription-drug benefits for Medicare-eligible retirees effective 2019.[2] Litigation and this Court issued an injunction preserving the benefit for a closed class of retirees.[3]

In 2019, the General Assembly enacted § 2-509.1(d)–(k), creating three mandatory reimbursement programs:

- § 2-509.1(d): Maryland State Retiree Prescription Drug Coverage Program ("SRP"), reimbursing retirees who retired on or before December 31, 2019 for prescription-drug costs exceeding statutory limits.

[1] 2004 Md. Laws Ch. 296
[2] 2011 Md Laws Ch. 397.
[3] *Fitch v. Maryland*, 1:18-cv-02817-PJM.

- § 2-509.1(e): Maryland State Retiree Catastrophic Prescription Drug Assistance Program ("SRC"), reimbursing retirees who began State service on or before June 30, 2011 and retired on or after January 1, 2020 for catastrophic-phase Part D costs.

- § 2-509.1(f): Maryland State Retiree Life-Sustaining Prescription Drug Assistance Program ("LSPDP"), reimbursing retirees for life-sustaining medications not covered by Medicare and requiring automatic enrollment. [4]

Although § 2-509.1(d) and § 2-509.1(e) describe two pathways to eligibility, the statute does **not** authorize DBM to treat these retirees differently. Both groups are members of the same closed statutory class preserved by federal injunction. Nothing in § 2-509.1(e) permits DBM to deny HRA deposits, impose vendor-enrollment requirements, or create any subclassification between (d) and (e) retirees.

Subsections § 2-509.1(g)–(k) require DBM to establish a direct claims process, determine eligibility, process reimbursements, and provide retirees with direct access to statutory benefits. DBM has not created any direct access mechanism and instead requires retirees to enroll with "Via Benefits," a trademarked brand of Willis Towers Watson that is not a legal entity and not authorized by § 2-509.1(d)–(k).

C. Statute Created Closed Statutory Classes

The beneficiaries of § 2-509.1(d)–(f) are a limited, closed class. Eligibility for SRP is restricted to retirees who retired on or before December 31, 2019. Eligibility for SRC is restricted to individuals hired on or before June 30, 2011 and retired on or after January 1, 2020. The statute creates no program for employees hired after June 30, 2011. These cutoffs define a finite, shrinking class.

[4] 2019 Md Laws Ch. 767.

D. Statute Created Automatic Enrollment

Section 2-509.1(d)–(k) permits eligible retirees, spouses, and dependents to enroll during open or special enrollment periods. Section 2-509.1(f)(4) requires DBM to automatically enroll eligible retirees in the LSPDP whenever they enroll in either of the other two programs. Automatic enrollment is a core statutory protection. DBM eliminated it entirely.

E. Limited Role of HRAs Under the Statute & DBM's Substitution

The statute permits DBM to use an HRA only as a mechanism for delivering reimbursements required by the three statutory programs. See § 2 509.1(d)(3), (e)(3), (f)(3). It does not authorize DBM to substitute an HRA for the statutory programs, use an HRA as a standalone benefit, or impose new eligibility conditions through an HRA.

The DBM webpage states that the State "partners with VIA Benefits" and that retirees "must enroll in a Medicare Part D prescription drug plan through VIA benefits to qualify" for the HRA and LSPDP. [5] Retirees who enroll in Medicare Part D through any other channel are categorically denied access to statutory benefits. DBM uses a Via Benefits–administered HRA funded with fixed annual deposits rather than reimbursing actual out-of-pocket costs as the statute requires.[6] The website contains no notice informing retirees that failure to enroll through Via Benefits results in loss of statutory benefits and provides no appeal process.

As a result, retirees who are fully eligible under § 2 509.1 are denied statutory benefits solely because they did not enroll in Medicare Part D through Via Benefits. Via Benefits, however,

[5] DBM website accessed April 2026. https://dbm.maryland.gov/benefits/pages/retirees.aspx
[6] *Id*.

is not a legal entity. DBM's contract is with Extend Health, LLC, raising significant concerns regarding privacy and statutory compliance.[7]

F. Exhibit X Demonstrates DBM's Non- Compliance With Every Operative Provision of § 2 509.1

To assist the Court, Plaintiff submits Exhibit X, a compliance matrix comparing each statutory requirement with DBM's actual implementation. The matrix shows that DBM has failed to implement nearly every operative provision of § 2 509.1 and has substituted a non-statutory system for the one the General Assembly enacted.

STANDARD OF REVIEW

To obtain a preliminary injunction, the moving party must show establish that (1) they are likely to succeed on the merits, (2) they are likely to suffer irreparable harm in the absence of preliminary relief, (3) the balance of equities tips in their favor, and (4) an injunction is in the public interest. *Winter v. Nat. Res. Def Council, Inc*., 555 U.S. 7, 20 (2008). The balance of equities and public interest factors "merge when the Government is the opposing party". *Nken v. Holder*, 556 U.S. 418, 435 (2009).

ARGUMENT

This case challenges the State's unlawful administration of retiree prescription-drug benefits in direct violation of Maryland law and the United States Constitution. Maryland State Personnel & Pensions Code Ann. § 2-509.1(d)–(k) requires the Department of Budget and Management ("DBM") operate three State-run reimbursement programs that reimburse

[7] Plaintiff notes that DBM is in exclusive possession of any HIPAA-required documentation, including Business Associate Agreements ("BAAs") and subcontractor agreements. To the best of Plaintiff's knowledge at the time of filing, DBM has not produced, referenced, or identified any BAA or other HIPAA-required agreement with either "Via Benefits" (which is not a legal entity) or Extend Health, LLC (the contracting entity). Plaintiff does not assert that such documents definitively do not exist; rather, Plaintiff states only that no such documents have been disclosed or made available despite DBM's exclusive control over this information.

Medicare-eligible retirees their prescription-drug costs. The statute assigns DBM mandatory duties, including creating the programs, automatically enrolling eligible retirees, providing counseling and notice, promulgating regulations, and submitting quarterly reports.

Instead of implementing the statutory scheme, DBM has replaced it with a privately administered system that conditions all assistance on a retiree's enrollment in a Medicare Part D plan through Via Benefits—a requirement that appears nowhere in the statute and is contradicted by its structure. By imposing this non-statutory vendor-enrollment mandate, DBM has acted ultra vires, exceeded its lawful authority, and rewritten the statute in a manner the General Assembly did not authorize.

DBM's implementation also creates an arbitrary subclassification of retirees—granting statutory benefits only to those who enroll through a single private vendor while denying the same benefits to identically situated retirees who enroll in Medicare Part D through any other lawful channel—without any rational basis, in violation of the Equal Protection Clause. And because DBM provides no notice, no standards, and no opportunity to be heard before depriving retirees of statutory entitlements, its actions further violate the Procedural Due Process Clause.

These statutory and constitutional violations inflict ongoing irreparable harm. Retirees lose statutory benefits, incur unrecoverable prescription-drug costs, face the risk of medication disruption, are denied the procedural protections the statute guarantees, and have their protected health information disclosed to an unauthorized vendor. The balance of equities strongly favors Plaintiff, who faces substantial personal and medical harms, while DBM faces only the administrative burden of complying with the statute. The public interest likewise favors restoring the statutory framework, ensuring lawful administration of State benefits, and protecting a closed class of elderly and medically vulnerable retirees.

Plaintiff therefore seeks injunctive relief to halt the ongoing statutory and constitutional violations and to prevent the State from conditioning mandatory benefits on unauthorized, vendor-specific requirements.

I. PLAINTIFF IS LIKELY TO SUCCEED ON HIS CLAIMS

The merits of Plaintiff's claims are clear and compelling. DBM's administrative actions are ultra vires under Maryland law because they contravene the unambiguous mandatory language of § 2-509.1(d)-(k) and exceed the scope of the authority that the Maryland General Assembly has conferred on the agency establishing a likelihood of success on the merits on the ultra vires claim.

Those same actions violate the Fourteenth Amendment's Equal Protection Clause by creating administrative subclassifications within the legislatively defined class of protected retirees that have no statutory authorization and no rational basis. And DBM's restriction or denial of Plaintiff's benefits without adequate process violated Plaintiff's constitutionally protected property interest in the continuation of his mandatory statutory entitlements. Each constitutional claim is independently sufficient to establish likelihood of success on the merits.

A. DBM's Actions Are Ultra Vires Under Maryland Law and § 2-509.1

Maryland agencies are creatures of statute and possess only the authority the legislature has conferred. When statutory text is clear, courts enforce it as written and do not defer to administrative interpretations that narrow, expand, or contradict legislative commands. See *Loper Bright Enterprises v. Raimondo*, 603 U.S. 369, 391–92 (2024) (courts must independently determine what the law is and may not defer to agency self-interpretations); *PFLAG, Inc. v. Trump*, 769 F. Supp. 3d 405, 423 (D. Md. 2025) (executive may not "rewrite, narrow, or condition statutory entitlements" by imposing requirements the legislature did not enact).

Section 2-509.1(d)–(k) is mandatory. It requires DBM to establish three State-run reimbursement programs, automatically enroll eligible retirees, reimburse out-of-pocket costs above statutory limits, provide access to life-sustaining medications not covered by Medicare Part D, and administer notice, counseling, reporting, and regulatory protections. The statute leaves no discretion to DBM to alter eligibility, impose new conditions, or substitute a different benefit structure.

1. DBM's Vendor-Enrollment Requirement Has No Statutory Basis

DBM's requirement that retirees enroll in Medicare Part D "through Via Benefits" has no basis in § 2-509.1(d)–(k). The enrollment rights created by § 2-509.1(d)(4), (e)(4), and (f)(4) belong to the retiree; DBM's role is ministerial administration. Nothing in the statute authorizes DBM to gate-keep enrollment through a private vendor, impose vendor-specific eligibility barriers, or deny statutory benefits to retirees who enroll directly with Medicare.

2. DBM's Limitation or Denial of Reimbursement Is Ultra Vires

Section 2-509.1(d)(2)(i) mandates reimbursement for qualifying out-of-pocket costs. The statute does not authorize DBM to cap, limit, or deny reimbursement based on vendor enrollment or administrative preference. DBM's decision to substitute fixed annual HRA deposits for reimbursement of actual costs directly contravenes the mandatory reimbursement obligation.

3. DBM's Substitution of a Vendor-Run HRA System Violates the Statute

The statute describes State-run reimbursement programs; DBM implemented a vendor-run HRA. The statute requires automatic enrollment; DBM eliminated it. The statute requires counseling and notice by the State; DBM delegated those functions to a private vendor. The statute requires reimbursement of actual prescription-drug costs; DBM substituted fixed annual contributions available only to retirees who enroll through Via Benefits. The statute identifies no

role for a private vendor; DBM made vendor enrollment a mandatory condition for receiving assistance.

These actions exceed DBM's statutory authority. An agency may not replace a legislative framework with its own policy preferences. *Loper Bright* and *PFLAG* both reaffirm that agencies may act only when the legislature has clearly authorized them to do so and may not impose requirements not warranted by statutory text.

4. DBM's Subclassification Between § 2-509.1(d) and (e) Retirees Is Unlawful

Although § 2-509.1(d) and § 2-509.1(e) describe two pathways to eligibility, the statute does not authorize DBM to treat these retirees differently. Both groups are members of the same closed statutory class preserved by federal injunction. DBM's system creates an irrational subclassification by providing HRA deposits to § 2-509.1(d) retirees while denying the same benefit to § 2-509.1(e) retirees. Nothing in § 2-509.1(e) permits DBM to impose vendor-enrollment requirements or deny benefits to retirees who enroll directly with Medicare. This subclassification is ultra vires and unconstitutional.

5. DBM's Vendor-Identity Mismatch Confirms the Ultra Vires Nature of Its System

DBM requires retirees to enroll with "Via Benefits," but the contract DBM produced under the Maryland Public Information Act is with Extend Health, LLC—a different legal entity.[8] Via Benefits is a trademarked brand of Willis Towers Watson, not a legal entity and not registered to

[8] The mismatch between DBM's public requirement that retirees "enroll with Via Benefits" and the fact that DBM's actual contract is with a different legal entity—Extend Health, LLC—underscores the ultra vires nature of DBM's actions. Under *Loper Bright*, agencies may not invent conditions, structures, or administrative mechanisms that lack grounding in statutory text. 603 U.S.369 (2024). DBM's reliance on a vendor name that appears nowhere in the governing contract illustrates that DBM is not administering the statutory programs the General Assembly enacted, but instead has constructed an unauthorized, policy driven system that departs from the statute's text, structure, and history.

conduct business in Maryland. DBM has delegated statutory and personal health information functions to an entity not named in the contract and not authorized by § 2-509.1(d)–(k). [9]Conditioning statutory benefits on enrollment with a brand name that does not appear in the governing contract creates a non-statutory eligibility barrier and confirms that DBM is not administering the statutory programs the General Assembly enacted.

6. § 2-509.1 Statute Leaves No Room for Administrative Deviation

The § 2-509.1 Statute is detailed and prescriptive. They define the closed class of beneficiaries, mandate specific reimbursement programs, require automatic enrollment, specify permissible mechanisms (HRAs under § 105(h)), and impose reporting and administrative obligations. When the legislature enacts a comprehensive statutory framework, it leaves little room for administrative deviation. DBM's departures from this framework are not exercises of discretion; they are unlawful acts of agency overreach.

7. Plaintiff Is Likely to Succeed on His Ultra Vires Claim

The plain text of § 2-509.1 commands the precise benefits Plaintiff seeks. The legislature created a closed class entitled to those benefits. DBM has no authority to narrow that class, impose vendor-enrollment requirements, or diminish statutory benefits through administrative implementation choices. DBM's actions are ultra vires in both dimensions: in what they affirmatively do (impose unauthorized enrollment restrictions) and in what they fail to do (establish and administer the statutory reimbursement programs).

[9] Plaintiff acknowledges that DBM may possess HIPAA-required agreements that have not been disclosed. However, based on all information available to Plaintiff at the time of filing, there is no evidence of a Business Associate Agreement with the correct legal entity, nor any subcontractor BAA covering "Via Benefits."

B. DBM Created Two Subclassifications Violating Equal Protection Clause

Section 2-509.1 creates a single, closed class of retirees entitled to State-administered prescription-drug reimbursement programs. The statute does not distinguish among eligible retirees based on their method of enrollment, their use of a private vendor, or whether they purchase coverage through a vendor marketplace. All members of the statutory class are entitled to the same State-run programs and the same statutory protections.

DBM's administrative implementation creates two unauthorized subclassifications within this legislatively unified class: (1) a vendor-enrollment subclassification, and (2) an HRA-funding subclassification. Both violate the Equal Protection Clause because DBM treats similarly situated retirees differently without statutory authorization and without a rational basis.

1. Vendor-Enrollment Subclassification

Under DBM's system, retirees who enroll in Medicare Part D through Via Benefits receive prescription-drug assistance, while retirees who enroll directly with Medicare or through any other channel receive none. This distinction appears nowhere in § 2-509.1(d)–(k). The General Assembly did not authorize DBM to condition statutory benefits on vendor enrollment.

Plaintiff is similarly situated to retirees who receive Life-Sustaining Program benefits. Both groups are members of the closed statutory class defined in § 2-509.1(d) and (e), and both are eligible under §§ 2-508 and 2-509.1(f), which mandates automatic enrollment in the Life-Sustaining Program for all retirees eligible under subsections (d) or (e). The only difference is that some retirees satisfied DBM's vendor-specific enrollment requirement—a requirement the legislature did not enact.

Administrative subclassifications created without statutory authority fail rational-basis review. *City of Cleburne v. Cleburne Living Center*, 473 U.S. 432, 439–40 (1985). Here, the

vendor-enrollment restriction contradicts the statutory purpose of § 2-509.1, which is to ensure that all members of the closed class receive prescription-drug assistance. A restriction that excludes eligible retirees from the statutory programs undermines the legislative purpose and cannot be rationally related to it.

a. Vendor-Identity Mismatch Reinforces the Constitutional Violation

DBM requires retirees to enroll with "Via Benefits," but the contract DBM produced under the Maryland Public Information Act is with Extend Health, LLC, not Via Benefits. Via Benefits is a trademarked brand of Willis Towers Watson, not a legal entity, not registered in Maryland, and not the entity named in the contract. DBM has delegated statutory and personal-health-information functions to an entity not authorized by § 2-509.1(d)–(k), creating an irrational and unauthorized eligibility barrier.[10] This mismatch underscores that DBM is not administering the statutory programs but a vendor-run system of its own design.

Plaintiff is therefore likely to succeed on his Equal Protection claim arising from the vendor-enrollment subclassification.

2. HRA-Funding Subclassification Between § 2-509.1(d) and § 2-509.1(e)

The second Equal Protection violation arises from DBM's limitation of HRA funding. Retirees covered by § 2-509.1(d) who enroll through Via Benefits receive annual HRA

[10] In addition, the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub. L. No. 104-191 (Aug. 21, 1996) 110 Stat. 1936) (45 C.F.R. § 164.500 et seq. (2010) (HIPAA) HIPAA requires that a covered entity may disclose PHI to a business associate only if the parties execute a Business Associate Agreement that meets the requirements of 45 C.F.R. § 164.504(e). The regulation further requires that any subcontractor who creates, receives, maintains, or transmits PHI on behalf of the business associate must also enter into a written agreement that contains the same restrictions and conditions. See 45 C.F.R. § 164.504(e)(2)(ii)(D).

contributions. Retirees covered by § 2-509.1(e)—and any retiree who does not enroll through Via Benefits—receive no HRA contribution at all.

The statute contains no distinction between (d) and (e) retirees regarding reimbursement. Both subsections describe pathways into the same closed statutory class preserved by federal injunction. Nothing in § 2-509.1(e) authorizes DBM to deny HRA funding, impose vendor-enrollment requirements, or create any subclassification between (d) and (e) retirees.

DBM's HRA-funding restriction creates a second administrative subclassification: retirees who receive HRA funding and retirees who do not, based solely on DBM's administrative choices. This subclassification fails rational-basis review for the same reason as the vendor-enrollment restriction: it contradicts the statutory purpose of uniformly reimbursing out-of-pocket drug costs for all members of the closed class. See *Cleburne*, 473 U.S. at 440.

3. Disproportionate Burden on Medically Vulnerable Retirees

The HRA-funding restriction disproportionately harms retirees who are older, sicker, or more economically vulnerable—those who require more expensive life-sustaining medications and therefore have higher out-of-pocket costs. Although the Court need not reach heightened scrutiny to grant preliminary relief, the disproportionate burden reinforces the constitutional infirmity of DBM's subclassification.

4. Conflict with Federal HRA Framework

Congress created HRAs under 26 U.S.C. § 105(h) as a mechanism for employer-funded reimbursement of healthcare costs. The Maryland legislature incorporated this mechanism into § 2-509.1(d)(3), (e)(3), and (f)(3). DBM's refusal to fund HRAs for eligible retirees deprives Plaintiff not only of a State statutory entitlement but also of the federal tax-advantaged benefit structure Congress intended.

The Equal Protection Clause prohibits the State from treating similarly situated individuals differently without a rational basis. *FCC v. Beach Communications*, 508 U.S. 307, 313 (1993). Section 2-509.1 creates one closed statutory class. DBM's implementation divides that class into multiple groups with different levels of access to prescription-drug assistance. The chart below summarizes the subclassifications DBM created:.

DBM SUBCLASSIFICATIONS	
GROUP	**Level of Access**
Vendor-enrolled Retirees	Receive Assistance
Non-Vendor enrolled retirees	Receive No Assistance
2-509.1(d) Retirees	Receive HRA Funds
2-509.1(e) Retirees	Receives No HRA Funds

These distinctions do not appear anywhere in § 2-509.1(d)–(k). They arise solely from DBM's administrative implementation. Plaintiff is a member of the statutory class but receives no assistance because he enrolled directly with Medicare rather than through Via Benefits. This differential treatment—based on criteria not found in the statute—is the type of unauthorized subclassification the Equal Protection Clause forbids. *PFLAG*, 769 F. Supp. 3d at 423.

5. Plaintiff's Equal Protection Claim Likely to Succeed on the Merits

The General Assembly created one closed statutory class of retirees entitled to prescription-drug protections. The statute contains no subclassifications and no authorization for DBM to create any. Under *PFLAG*, such executive-created classifications are arbitrary, ultra vires, and unconstitutional. Plaintiff is therefore likely to succeed on the merits of his Equal Protection claims.

C. DBM's Actions Deprive Retirees of Statutory Entitlements Without Due Process

Plaintiff's procedural due process claim rests on two well-established propositions: (1) § 2-509.1 creates mandatory statutory entitlements that constitute protected property interests; and (2) DBM has deprived Plaintiff of those interests without constitutionally required process. Both propositions are firmly grounded in U.S. Supreme Court and Fourth Circuit precedent.

1. Plaintiff Has a Constitutionally Protected Property Interest

The Due Process Clause protects individuals from deprivation of "property" without due process of law. U.S. Const. amend. XIV, § 1. A protected property interest exists where a plaintiff has a "legitimate claim of entitlement" grounded in state law. *Board of Regents v. Roth*, 408 U.S. 564, 577 (1972). Mandatory statutory entitlements — benefits the legislature has required the State to provide — fall squarely within this category. *Goldberg v. Kelly*, 397 U.S. 254, 262 (1970); *Pashby v. Delia*, 709 F.3d 307, 320–21 (4th Cir. 2013).

Section 2-509.1(d)–(k) confers mandatory prescription-drug reimbursement benefits on a closed class of retirees. The statute uses mandatory language ("shall establish," "shall reimburse"), sets objective eligibility criteria, and leaves DBM no discretion to deny benefits to eligible retirees. This is precisely the type of statutory entitlement that creates a protected property interest under *Roth*, *Mathews*, *Goldberg*, and *Pashby*. Plaintiff is a member of the closed statutory class and therefore has a protected property interest in the continuation of his statutory prescription-drug benefits.

2. DBM Deprived Plaintiff of His Property Interest Without Any Constitutionally Adequate Process

Having established a protected property interest, the question becomes whether DBM provided the process required under *Mathews v. Eldridge*, 424 U.S. 319 (1976). All three *Mathews* factors weigh decisively in Plaintiff's favor.

The private interest is exceptionally strong. The benefits at issue are not discretionary or minor; they are statutory protections designed to ensure access to prescription drugs, including life-sustaining medications not adequately covered by Medicare Part D. Plaintiff's interest in maintaining access to these medications is of the highest constitutional order.

The risk of erroneous deprivation is severe. DBM's vendor-enrollment restriction and HRA-funding limitation operate through processes that have no statutory foundation, lack transparent criteria, provide no notice of eligibility determinations, provide no standards, provide no hearing, provide no appeal, and delegate determinations to a private vendor.

Plaintiff's experience illustrates the risk. When his Medicare Part D provider stopped covering his insulin, Plaintiff attempted to access the Life-Sustaining Program — a program for which he was automatically eligible under § 2-509.1(f). DBM denied access solely because he had not enrolled in Part D through Via Benefits. As a result, Plaintiff was forced to purchase a more expensive Part D plan with double the premium. He received no notice, no hearing, and no opportunity to contest the vendor's determination.

This is a textbook erroneous deprivation.

a. The Governmental Burden of Providing Process is Minimal

DBM already administers complex health-benefit programs for thousands of retirees. Providing clear notice of statutory rights, notice of eligibility determinations, a meaningful

opportunity to contest adverse decisions, a written explanation, and an avenue for review would impose minimal administrative burden. DBM has no legitimate fiscal interest in denying benefits the legislature has mandated.

Under *Mathews*, due process required — at minimum — notice of DBM's vendor-enrollment criteria, an opportunity to contest any adverse determination, and a reasoned written decision before depriving Plaintiff of statutory benefits.

3. Delegation to a Private Vendor Is Independently Unconstitutional

DBM delegated statutory eligibility determinations to "Via Benefits," a private vendor that: is not a legal entity, is not registered to conduct business in Maryland, is not the entity named in DBM's contract (Extend Health, LLC is), is not bound by constitutional constraints, provides no notice, hearing, or appeal, and performs PHI-related functions without statutory authorization.

Delegating statutory eligibility determinations to a private contractor without procedural safeguards is a classic Due Process violation. The Constitution does not permit the State to outsource deprivation of statutory entitlements to an unregulated private vendor.

4. Plaintiff Is Likely to Succeed on His Due Process Claim

DBM deprived Plaintiff of mandatory statutory entitlements without notice, without standards, without a hearing, without an appeal, and through determinations made by a private vendor not authorized by statute. These are textbook violations of the Due Process Clause. They also reinforce the ultra vires analysis: DBM is not merely misinterpreting § 2-509.1 — it is depriving a closed statutory class of the rights the legislature guaranteed, without lawful authority and without constitutionally required process. *Roth*, 408 U.S. at 577.

Plaintiff is therefore likely to succeed on the merits of his procedural due process claim.

II. PLAINTIFF WILL SUFFER IRREPARABLE HARM ABSENT INJUNCTIVE RELIEF

Irreparable harm exists where a plaintiff faces ongoing statutory violations, loss of statutory entitlements, disruption of medical access, or exposure to unrecoverable costs. DBM's implementation of § 2-509.1 causes each of these harms. Plaintiff receives none of the statutory programs the legislature mandated, loses automatic enrollment protections, faces increased out-of-pocket costs, and must navigate a vendor-based system the statute does not authorize.

A. Constitutional Violations Are Per Se Irreparable

Violations of the Equal Protection Clause, the Due Process Clause, Article 24, and Article 19 constitute irreparable harm as a matter of law. *Elrod v. Burns*, 427 U.S. 347, 373 (1976) ("the loss of constitutional freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury"). Courts in this Circuit consistently hold that constitutional injuries cannot be compensated by money damages and therefore satisfy the irreparable-harm requirement. DBM's subclassifications violate Equal Protection; its deprivation of statutory entitlements without notice or standards violates Due Process; and its denial of access to statutory remedies violates Articles 24 and 19. Each violation independently establishes irreparable harm.

B. Loss of Statutory Benefits and Unrecoverable Costs

DBM's vendor-based system provides no prescription-drug assistance to retirees who enroll directly with Medicare. Plaintiff therefore receives none of the reimbursement benefits mandated by § 2-509.1. This harm is irreparable because sovereign immunity bars any retrospective monetary remedy. Maryland has not waived immunity for damages in federal court, and Congress has not abrogated it for state statutory claims. Plaintiff cannot recover unreimbursed prescription-drug costs or obtain compensation for the denial of statutory benefits. The only

available remedy is prospective injunctive relief. *Ex parte Young*, 209 U.S. 123, 155–56 (1908). Losses that cannot be recovered due to sovereign immunity constitute irreparable harm. *Virginia Petroleum Jobbers Ass'n v. FPC*, 259 F.2d 921, 925 (D.C. Cir. 1958).

C. Loss of Access to Necessary Medications

The absence of statutory reimbursement programs and the elimination of automatic enrollment in the Life-Sustaining Program increase the risk of interruptions in access to necessary medications. Plaintiff faces this risk because DBM provides no assistance unless he enrolls through Via Benefits — a requirement not found in the statute.

Plaintiff's experience demonstrates the harm. When his Medicare Part D provider stopped covering his insulin, Plaintiff attempted to access the Life-Sustaining Program, for which he was automatically eligible under § 2-509.1(f). DBM denied access solely because he had not enrolled through Via Benefits. Plaintiff was forced to purchase a different Part D plan with double the premium. He received no notice, no hearing, and no opportunity to contest the denial. The Fourth Circuit has held that the risk of losing access to medically necessary services constitutes irreparable harm. *Pashby v. Delia*, 709 F.3d 307, 329 (4th Cir. 2013). This Court reached the same conclusion in *PFLAG*, recognizing that deprivation of necessary medical care is harm that money cannot remedy. The same logic applies here.

D. Unauthorized Disclosure of Protected Health Information

DBM requires retirees to disclose protected health information ("PHI") to "Via Benefits," an unregistered, unauthorized, and unapproved vendor that is not the entity named in DBM's contract. Once PHI is disclosed, the loss of privacy is permanent and cannot be undone. HIPAA provides no private right of action and no mechanism for compensating individuals whose PHI has been improperly disclosed.

Courts recognize that unauthorized disclosure of PHI constitutes irreparable harm because it is both uncorrectable and uncompensable. *Doe v. Public Citizen*, 749 F.3d 246, 272 (4th Cir. 2014). DBM's actions have stripped retirees of statutory confidentiality protections and exposed their medical information to an entity not registered to do business in Maryland and not authorized to perform PHI-related functions. This privacy loss is ongoing, widespread, and irreparable.

E. These Harms Are Ongoing and Worsening

Plaintiff continues to incur unreimbursed prescription-drug costs, continues to lack access to statutory programs, and continues to face the risk of medication disruption and loss of privacy. Because these harms cannot be remedied after the fact, injunctive relief is necessary to prevent further injury.

III. THE BALANCE OF EQUITIES STRONGLY FAVOR THE PLAINTIFF

The balance of equities favors Plaintiff because he faces ongoing statutory, financial, and medical harms that cannot be remedied after the fact, while DBM faces only the administrative burden of complying with the statute. *Winter v. NRDC*, 555 U.S. 7, 24 (2008).

DBM has no equitable interest in continuing an unlawful system. A state agency cannot claim hardship from being required to obey the law. When a court orders an agency to comply with its statutory obligations, it does not impose a burden; it simply requires the agency to do what the legislature has already mandated. Any "hardship" DBM might claim — administrative complexity, budgetary constraints, or operational disruption — is hardship of its own making, arising from its decision to administer the program in a manner inconsistent with § 2-509.1. Self-created hardship is not entitled to judicial solicitude. *See PFLAG*, 769 F. Supp. 3d at 2 (no bond required where injunction merely required compliance with existing statutory obligations).

A. Compliance Requires Only What the Statute Already Commands

A preliminary injunction would require DBM to enroll or re-enroll Plaintiff in the Life-Sustaining Program, and fund and activate Plaintiff's HRA at the statutory level. These are not new obligations. They are the precise duties § 2-509.1(d)–(k) already imposes. If DBM is administering these programs correctly for other members of the closed class — as its own website suggests — extending lawful administration to Plaintiff imposes no meaningful burden. The marginal cost of including one additional retiree in a statutory program is de minimis.

B. Legislative Intent Confirms the Equities Favor Plaintiff

Section 2-509.1(d)-(k) replaced the prescription-drug benefit eliminated by the 2011 legislation. The General Assembly's decision to restore and protect this benefit demonstrates a continuing legislative commitment to this closed class of retirees. The equities favor enforcing that commitment, not permitting administrative evasion.

C. The Closed-Class Structure Eliminates Any Claim of Fiscal Hardship

Section 2-509.1 defines a finite, shrinking class: retirees who retired on or before December 31, 2019, or who were hired before July 1, 2011 and retired after that date. No new members can join. The legislature knew the size and composition of the class when it enacted § 2-509.1(d)-(k) and funded the program accordingly. DBM cannot credibly argue that compliance will expose the State to open-ended liability. Any cost associated with compliance is predictable and already contemplated by the legislature.

DBM's administrative retreat from statutory obligations does not save the State money in any legally cognizable sense — it merely shifts costs to retirees who were promised the benefit. The balance of equities weighs decisively in Plaintiff's favor. An injunction would not disrupt a statutory program; it would restore one.

IV. PUBLIC INTEREST STRONGLY FAVORS INJUNCTIVE RELIEF

The public interest inquiry asks whether the requested relief serves the broader public. *Winter v. NRDC*, 555 U.S. 7, 24 (2008). In cases involving government violations of statutory mandates, courts consistently hold that the public interest is served by requiring government agencies to obey the law. *See PFLAG*, 769 F. Supp. 3d at 455 (public interest favors enforcing statutes and enjoining executive action that contravenes clear legislative commands); *Nken v. Holder*, 556 U.S. 418, 436 (2009).

Here, the public interest overwhelmingly favors restoring the statutory framework the General Assembly enacted and ensuring that retirees receive the protections and procedures the law guarantees.

A. The Public Has a Strong Interest in Government Compliance With Statutory Mandates

The rule of law requires that administrative agencies act within the authority the legislature has granted. When an agency acts ultra vires, it undermines legislative supremacy and democratic accountability. Enjoining DBM's unlawful system vindicates not only Plaintiff's rights but the structural principle that agencies must remain within statutory bounds. There is no public interest in permitting DBM to continue operating outside its mandate.

B. The Public Has an Interest in Faithful Implementation of § 2-509.1

Section 2-509.1(d)-(k) were enacted to protect a defined class of Maryland retirees whose prescription-drug benefits were threatened by the 2011 legislation. The legislature made a promise to this closed class — a promise grounded in statutory text, not administrative discretion. Enforcing that promise serves the public interest by ensuring that retirees receive the benefits the General Assembly mandated. Denying relief would signal that DBM may disregard statutory commands without consequence.

C. The Public Has a Compelling Interest in Protecting Elderly and Medically Vulnerable Retirees

The statutory class consists of older retirees who rely on prescription-drug coverage to manage chronic and life-sustaining conditions. Allowing DBM's unlawful system to remain in place risks medication interruptions, increased out-of-pocket costs, and health consequences for a vulnerable population. Protecting access to necessary medical care is a core public interest.

D. Injunctive Relief Imposes No Harm on the Public

Granting relief does not require new expenditures or disrupt any legitimate program. It simply requires DBM to use appropriated funds for the purpose the legislature intended and to administer the statutory programs as written. There is no countervailing public interest in allowing DBM to continue enforcing conditions and subclassifications that do not appear in the statute.

Where statutory text is unambiguous, constitutional violations are clear, and irreparable harm is ongoing, granting preliminary relief promotes the fair and efficient administration of justice. Enforcing § 2-509.1 vindicates the law; it does not disrupt it.

The public interest emphatically favors issuance of a preliminary injunction.

V. Security Bond Should Be Waived

Plaintiff respectfully requests that the Court waive the security bond under Fed. R. Civ. P. 65(c), or impose only a nominal bond. Two independent reasons support waiver of bond. First, the claims serve the highest public interest — enforcement of a mandatory statutory entitlement and vindication of constitutional rights. Courts routinely waive bonds where the injunction protects public rights rather than private commercial interests. Secondly, DBM will suffer no legitimate harm from compliance**.** Any administrative cost is one the legislature has already determined the State must bear. As this Court held in *PFLAG*, defendants "will not suffer any costs from the

preliminary injunction" when the relief ordered merely requires compliance with existing statutory obligations. *PFLAG*, 769 F. Supp. 3d at 455.

A bond would serve no purpose and should be waived.

VI. CONCLUSION

All four factors required for a preliminary injunction are satisfied. Plaintiff is likely to succeed on the merits of his statutory and constitutional claims; the statute is unambiguous, the constitutional violations are clear, and DBM's actions exceed its authority. Plaintiff faces irreparable harm that cannot be remedied by monetary relief, and sovereign immunity forecloses any adequate remedy at law. The balance of equities favors protecting the statutory rights of retirees, and the public interest is served by ensuring that DBM administers benefits in accordance with the General Assembly's directives.

Plaintiff respectfully requests that the Court grant his motion for a preliminary injunction and require DBM to administer the prescription-drug reimbursement programs described in § 2-509.1 and to cease enforcing conditions and subclassifications that do not appear in the statute.

Respectfully submitted,

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Date

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