

Serve on:
 Anthony G. Brown, Attorney General *
 200 St. Paul Place
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MEENA SESHAMANI, Secretary, Maryland
 Department of Health, in her official capacity, *
 201 W. Preston Street
 Baltimore, MD 21201 *

Serve on:
 Anthony G. Brown, Attorney General *
 200 St. Paul Place *
 Baltimore, Maryland 21202
 civil_service@oag.state.md.us *

and *

STATE OF MARYLAND, *
 201 W. Preston Street
 Baltimore, MD 21201 *

Serve on:
 Anthony G. Brown, Attorney General *
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Defendants. *

* * * * *

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Ursula Battle, Constance Farrell, Frank Lee, and Yolanda Puzzo (“Named Plaintiffs”), individually and on behalf of all others similarly situated (the “Class” or “Class Members”), and Plaintiff The Arc Montgomery County, Inc. (“The Arc Montgomery County” or “The Arc”), bring this action against the Maryland Department of Health (“MDH”), Meena Seshamani (“Secretary Seshamani”) in her official capacity as Secretary of the Maryland

Department of Health, and the State of Maryland (the “State”) (collectively, “Defendants”). In support, Plaintiffs allege as follows:

Introduction

1. Since the end of the COVID-19 public health emergency in May 2023, the Maryland Department of Health has arbitrarily disenrolled hundreds of people with intellectual and developmental disabilities (“IDD”) from Medicaid programs that support them. These programs, often referred to as “waiver programs,” are administered by the Developmental Disabilities Administration (“DDA”), a division of MDH, and pay for residential services, personal supports to assist with activities of daily living, and on-the-job supports to remove barriers to employment. DDA waiver programs are designed to “empower [people with intellectual and developmental disabilities] so they can live the lives they want to live in the communities they choose.”¹ The Named Plaintiffs and at least two dozen other people who are supported by The Arc Montgomery County are among the large population of Marylanders with IDD who have been unlawfully disenrolled after MDH improperly deemed them financially ineligible for Medicaid.

2. The mass disenrollment of people with IDD from DDA waiver programs is the result of MDH’s failure to implement a functional process for confirming participants’ continued financial eligibility for Medicaid—a process known as “redetermination.” Redeterminations were suspended during the public health emergency, but resumed in May 2023.

3. Redetermination should be a straightforward process, but, for Marylanders with IDD, it is not. Since May 2023, MDH has disenrolled people with IDD from DDA waiver

¹ *About DDA*, Maryland Department of Health, <https://health.maryland.gov/dda/Pages/dda.aspx> (last visited September 23, 2025).

programs in violation of the due process rights they are afforded under federal and state law. Many longtime participants in the waiver programs have been disenrolled without notice, a meaningful opportunity to be heard, or a reasoned decision from MDH regarding their eligibility.

4. To give just a few examples of the dysfunction plaguing MDH's redetermination process, MDH sent hundreds of notices to people with IDD supported by The Arc Montgomery County to a mailing address that The Arc had not used in more than five years. As a result, participants in the waiver programs were left completely uninformed about important redetermination deadlines and decisions regarding their eligibility for Medicaid. In addition, hundreds of notices issued by MDH informing people with IDD that they were being disenrolled from Medicaid cite a purported provision of Maryland regulations ("COMAR 10.09.24.05-8") that does not exist and has never existed.

5. Despite urgent pleas from people with IDD, their families and representatives, as well as from providers like The Arc Montgomery County, MDH has declined to provide any explanation for these failures or even to acknowledge that they are occurring on a system-wide basis.

6. For people with intellectual and developmental disabilities, the harms from these arbitrary disenrollments are profound, and, if they are not quickly corrected, they will put thousands of Marylanders with IDD at risk of institutionalization or homelessness. Because redetermination must occur on an annual basis for all Medicaid participants, MDH's dysfunctional process impacts all of the more than 18,000 people statewide who participate in waiver programs for people with IDD.

7. MDH has also broken its promises to provider organizations like The Arc Montgomery County, which have borne significant costs in the face of MDH's dysfunction. Like

other providers, The Arc Montgomery County has entered into agreements with MDH that require MDH to reimburse it for supports provided to people with IDD, and that limit The Arc's ability to discharge people with IDD from its program. Since January 2024, The Arc Montgomery County has provided more than \$9 million in supports to people with IDD, including housing and intensive assistance with activities of daily living, without reimbursement from MDH.

8. Although deeply committed to its mission and to the people it supports, The Arc Montgomery County does not have the means to provide supports indefinitely without reimbursement. More broadly, MDH's conduct imperils the entire system through which the State of Maryland, for more than fifty years, has supported people with IDD in the community.

9. Together, the Named Plaintiffs and The Arc Montgomery County bring this action to remedy MDH's broken redetermination process. Named Plaintiffs seek an Order compelling Defendants to correct the errors it has made in redeterminations since May 2023 and, going forward, to implement a process that comports with fundamental guarantees of due process and the specific procedural requirements set forth in the statutory provisions and regulations discussed below. The Arc Montgomery County has supported dozens of people with IDD who have been wrongfully disenrolled from DDA waiver programs since January 2024, and, through this action, it seeks reimbursement for those services.

Jurisdiction and Venue

10. This Court has jurisdiction over this matter pursuant to Md. Code Ann., Cts. & Jud. Proc. §§ 1-501 and 3-8B-01, and Md. Code Ann., State Gov't § 12-201(a).

11. This Court has personal jurisdiction over Defendants pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-102.

12. Venue is proper under Md. Code Ann., Cts. & Jud. Proc. § 6-201(a) because Defendants carry on regular business in all counties of the State.

Parties

13. Plaintiff The Arc Montgomery County, Inc. is a 501(c)(3) charitable organization that provides daily direct support services to people with intellectual and developmental disabilities. The Arc's mission is to connect people of all ages and abilities with their communities to build inclusive and fulfilling lives. The Arc offers services including residential services, childcare, community living support, work skills training and employment-related support, support for retirees and seniors, and respite coordination for caregivers.

14. Named Plaintiff Ursula Battle is a participant in the Community Pathways Waiver and was improperly disenrolled from the program on or around April 4, 2025. Ms. Battle has been supported by The Arc Montgomery County since 1990.

15. Named Plaintiff Constance Farrell is a participant in the Community Pathways Waiver and was improperly disenrolled from the program on or around January 31, 2024. Ms. Farrell has been supported by The Arc Montgomery County since 1994.

16. Named Plaintiff Frank Lee is a participant in the Community Pathways Waiver and was improperly disenrolled from the program on or around January 1, 2024. Mr. Lee has been supported by The Arc Montgomery County since 2009.

17. Named Plaintiff Yolanda Puzzo is a participant in the Community Pathways Waiver and was improperly disenrolled from the program on or around December 31, 2023. Ms. Puzzo has been supported by The Arc Montgomery County since 1998.

18. Defendant Maryland Department of Health is a principal department of the Maryland state government. MDH is charged with promoting and improving the health and safety of Marylanders through disease prevention, access to care, quality management, and

community engagement. MDH administers Medicaid in Maryland, sometimes referred to as the Maryland Medical Assistance Program. MDH's units include Medicaid, as well as the Developmental Disabilities Administration, which oversees MDH's programs for people with IDD. MDH's headquarters are located at 201 W. Preston Street, Baltimore, Maryland 21201.

19. Defendant Meena Seshamani, who is sued in her official capacity, is the Secretary of the Maryland Department of Health. As Secretary, she is the head of MDH and responsible for all of its operations and those of MDH's constituent agencies and divisions, including Medicaid and DDA.

20. Defendant State of Maryland is a sovereign state of the United States of America.

Individuals With Intellectual and Developmental Disabilities in Maryland

21. Maryland is home to thousands of people with IDD, including the more than 18,000 people enrolled in DDA waiver programs. Intellectual and developmental disabilities include diagnoses such as Down syndrome, autism spectrum disorders, cerebral palsy, and other conditions that manifest before age 22 and result in substantial functional limitations in major life activities.

22. People with IDD are among Maryland's most vulnerable citizens. The IDD community has historically experienced widespread discrimination, institutionalization, and exclusion from community life. People with IDD often face significant challenges in achieving independence, including barriers to accessing housing, healthcare, employment, transportation, and general social integration. Making community-based services available to people with IDD is essential to ensuring their full participation in society.

23. The movement toward community-based care for individuals with IDD gained momentum following the passage of the federal Americans with Disabilities Act of 1990

(“ADA”) and the Supreme Court’s decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), which established that unnecessary institutionalization constitutes discrimination under the ADA.

Maryland’s Medicaid Waiver Programs for People with IDD

Waiver Program Overview

24. Medicaid is a medical assistance program for people with limited economic resources, people with disabilities, and the elderly, among other populations. Medicaid is created by federal statute, subject to federal oversight, and jointly administered and funded by the federal government and states that elect to participate in the program. *See generally* 42 U.S.C. § 1396. States participating in the Medicaid program must follow federal legal requirements set forth in the Medicaid Act and rules promulgated by the federal Centers for Medicaid and Medicare Services.

25. Maryland has elected to participate in Medicaid. The Maryland Medicaid program is referred to as the Medical Assistance Program. *See* Md. Code Ann., Health-Gen. § 15-103. Maryland has designated MDH to be the “single State agency” to administer Medicaid in Maryland. *See* 42 U.S.C. § 1396a(a)(5).

26. Congress has expressly authorized the federal Secretary of Health and Human Services to waive certain requirements of the Medicaid Act for states that wish to pay for certain home- and community-based services through their Medicaid programs, including supports for people with IDD. *See* 42 U.S.C. § 1396n(c) (Section 1915(c) of the Social Security Act). Such waivers are sometimes referred to as “HCBS waivers” or “1915(c) waivers.”

27. MDH administers three federally-approved HCBS waivers focused on providing home- and community-based supports to people with IDD. These waivers are called Community

Pathways, Community Supports, and Family Supports.² Within MDH, DDA is principally responsible for administering these waivers. This action is focused on redetermination for participants in the three DDA waiver programs.

28. MDH's Medicaid program remains responsible for determining whether DDA waiver applicants and participants meet financial eligibility requirements. The Eligibility Determination Division is the office within the Medicaid program that makes these determinations.

29. Each DDA waiver program includes different services tailored to populations with varying needs. The Community Pathways waiver is the most comprehensive waiver, paying for residential services, such as group homes; support services, including behavioral support, environmental assessments, caregiver training, and education; and day services, including employment support. The Community Supports waiver offers similar services to Community Pathways but does not include residential services. The Family Supports waiver provides services to children from birth to age 21.³

30. Participants in DDA waiver programs typically receive services from MDH-licensed provider organizations, such as The Arc Montgomery County. The Medicaid program reimburses providers for services contained in the recipient's individual plan of care, much in the same way insurance reimburses doctors. *See* COMAR 10.09.26.09.

² DDA administers three separate HCBS waivers as of this filing. Plaintiffs anticipate that in early October 2025, MDH will be consolidating all three waivers into a single waiver called the Community Pathways Waiver. *See, e.g., October 2025 Waiver Changes and You*, Maryland Department of Health, <https://health.maryland.gov/dda/Pages/October-2025-Waiver-Changes-and-You.aspx> (last visited Sept. 17, 2025).

³ *State Waivers List: Maryland*, Centers for Medicare & Medicaid Services, <https://www.medicaid.gov/medicaid/section-1115-demo/demonstration-and-waiver-list/Waiver-Descript-Factsheet/MD> (last visited July 6, 2025).

31. MDH-licensed providers like The Arc Montgomery County are an essential operational component of Maryland’s Medicaid service system. Providers are responsible for the day-to-day delivery of DDA waiver services that allow people with IDD to live in their communities rather than institutions. Providers assist with activities of daily living, provide housing, transportation, and employment opportunities, and also ensure the health and safety of waiver participants around the clock. The promise of community-based care depends on having a network of qualified providers.

32. To be eligible to participate in the DDA waiver programs, applicants must meet technical, medical, and financial criteria.

33. Technical requirements for DDA waiver programs include Maryland residency, a determination that the person has an intellectual or developmental disability, and an approved person-centered plan, which outlines goals for the person’s life and documents the supports and services they need. *See* COMAR 10.09.24.05; COMAR 10.09.24.05.05-1–.0.5-5.

34. Medical requirements include needing an institutional level of care for disabilities. *See* COMAR 10.09.26.11.

35. Financial eligibility is assessed by the Medicaid program’s Eligibility Determination Division. Individuals who receive Supplemental Security Income (“SSI”) are automatically eligible. Individuals may also be eligible, subject to certain conditions, if their monthly income does not exceed 300% of the maximum SSI benefit (\$2,901 in 2025) and their assets are less than the SSI resource standard (\$2,000 for one person), or if they are deemed “medically needy” under Maryland statutes. *See* COMAR 10.09.24.09; COMAR 10.09.26.12.

36. Eligibility for a DDA waiver program does not guarantee that a person will be enrolled in the program. Demand for community-based services for people with IDD exceeds the

available funding and provider capacity. As of 2023, over 18,000 Marylanders were enrolled in a DDA waiver program, and approximately 4,000 people were on DDA’s waitlist for enrollment.⁴

Financial Eligibility Redeterminations and the Public Health Emergency

37. MDH is required by federal law to redetermine the eligibility of all Medicaid recipients, including participants in DDA waiver programs, at least annually. *See* 42 C.F.R. § 435.916. This process is known as “redetermination.”

38. During the COVID-19 Public Health Emergency, which lasted from March 2020 until May 2023, federal law prohibited states from terminating Medicaid coverage for most enrollees, including those participating in DDA waiver programs. This continuous coverage provision was designed to ensure healthcare stability during the pandemic and meant that Maryland and other states suspended their redetermination processes for over three years.

39. When the Public Health Emergency ended on May 11, 2023, states were required to resume normal Medicaid eligibility operations, including conducting annual eligibility redeterminations. MDH faced the task of conducting redeterminations for all Medicaid recipients, including for people enrolled in DDA waiver programs.

40. For DDA waiver program participants, the financial eligibility redetermination process involves reviewing the individual’s current income, assets, and other financial circumstances to ensure they remain within the eligibility thresholds.

⁴ Laura Herrera Scott, Acting Secretary, *Report Required by SB 636 - Maryland Department of Health - Waiver Programs - Waitlist and Registry Reduction (End the Wait Act)*, Maryland Department of Health (Feb. 1, 2023), <https://health.maryland.gov/mmcp/Documents/JCRs/2022/SB%20636%20%28Ch.%20464%20of%20the%20Acts%20of%202022%29%20-%20Waiver%20Programs%20-%20Waitlist%20and%20Registry%20Reduction%20%28End%20the%20Wait%20Act%29.pdf>.

Constitutional and Statutory Guarantees of Due Process

41. Due process of law is a fundamental constitutional principle, applicable to the states through the Fourteenth Amendment to the U.S. Constitution. Due process ensures procedural fairness before the government can deprive individuals of life, liberty, or property, including participation in government benefit programs like Medicaid and DDA waiver programs. *See Goldberg v. Kelly*, 397 U.S. 254, 261–62 (1970); *Mathews v. Eldridge*, 424 U.S. 319 (1976).

42. Article 24 of the Maryland Declaration of Rights incorporates similar guarantees of procedural fairness before governmental deprivation of life, liberty, or property. *See, e.g., Pickett v. Sears, Roebuck & Co.*, 365 Md. 67 (2001) (United States Supreme Court interpretations of the Due Process Clause of the Fourteenth Amendment serve as persuasive authority for interpretation and application of Article 24).

43. The essential requisites of due process are notice and an opportunity to be heard at a meaningful time and in a meaningful manner, as well as the timely issuance of a reasoned decision by an impartial decisionmaker. *See, e.g., Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 313 (1950); Henry J. Friendly, *Some Kind of Hearing*, 123 U. Pa. L. Rev. 1267 (1975).

44. The Medicaid Act includes guarantees of due process before Medicaid benefits are denied, reduced, or terminated. Among other things, the Medicaid Act requires states to “provide that all individuals wishing to make application for medical assistance . . . shall have opportunity to do so, and that such assistance shall be furnished with reasonable promptness to all eligible individuals.” 42 U.S.C. § 1396a(a)(8). The Medicaid Act further requires states to provide beneficiaries with “an opportunity for a fair hearing” when a claim for medical

assistance under the plan “is denied or is not acted upon with reasonable promptness.” *Id.* § 1396a(a)(3).

45. Federal and state regulations implementing the Medicaid Act contain extensive procedural mandates that incorporate the fundamental elements of due process. *See* 42 C.F.R. §§ 431.200–.246; COMAR 10.01.04.01–.12. For example, federal and state “Medicaid fair hearing” regulations prescribe notice requirements, including that notices of denial of eligibility must include a “clear statement of the specific reasons” supporting denial and citation of the “specific regulations” that support the action. *See* 42 C.F.R. §§ 431.210(a), 431.210(c); COMAR 10.01.04.03–.04. The “fair hearing” regulations also require hearings to be conducted at a reasonable date, following adequate notice, and by one or more impartial officials. *See* 42 C.F.R. § 431.240(a).

MDH’s Broken Redetermination Process for Participants in Waiver Programs

46. Since May 2023, Maryland’s Medicaid redetermination process has been completely dysfunctional and carried out without regard for the guarantees of due process.

47. Defendants fail to provide notice to DDA waiver participants that their Medicaid eligibility is subject to redetermination.

- a. Defendants often fail to send any notice whatsoever to DDA waiver program participants and their authorized representatives informing them that they must submit redetermination applications, leaving the individuals unaware that any action is required to continue receiving their vital services. *See* 42 C.F.R. § 431.206(b); COMAR 10.01.04.03(A).
- b. When notices are sent, they are frequently sent late and fail to provide participants with the 45 days’ advance notice of the redetermination process that state regulations require. *See* COMAR 10.09.24.12(C)(3)(b).

- c. When notices are sent, they are frequently mailed to incorrect or outdated addresses even though MDH has current contact information in its files. *See* 42 C.F.R. § 435.919(f).
- d. When participants submit required documentation, MDH routinely fails to acknowledge receipt of these materials or provide any indication that the information has been reviewed.

48. Even when participants learn that their eligibility is subject to redetermination, Defendants routinely ignore the information that participants submit, depriving them of a meaningful opportunity to be heard.

- a. Participants and their authorized representatives submit bank statements, income verification, asset documentation, and other required financial records to demonstrate continued eligibility for Medicaid and DDA waiver programs, only to have their documents vanish into MDH's administrative void.
- b. Because Defendants do not respond to phone calls or e-mails, participants are left in limbo—uncertain whether their submissions were received, reviewed, or considered in eligibility determinations.
- c. Defendants make redetermination decisions without regard to financial eligibility information submitted by participants. In many cases, MDH disenrolls DDA waiver participants through notices stating that participants have not submitted required information, when participants have in fact submitted the information, sometimes repeatedly.
- d. Defendants deny participants the opportunity to spend down their income and assets to maintain eligibility, disenrolling participants even when their

submissions show a few extra dollars in their bank account. Doing so violates COMAR 10.09.24.09, which is intended to prevent such punitive outcomes.

49. When disenrolling participants from DDA waiver programs, Defendants again fail to provide adequate or meaningful notice.

- a. As in the case of notices regarding redetermination requirements, Defendants frequently mail disenrollment notices to incorrect or outdated addresses. *See* 42 C.F.R. § 435.919(f).
- b. Defendants routinely issue termination notices with boilerplate language such as “your medical assistance coverage expired” or “you do not meet program requirements.” These explanations provide no information about what eligibility criteria the participant allegedly failed to meet, what documentation might remedy any deficiency, or what steps the participant can take to maintain services. 42 C.F.R. § 431.210(b) (requiring “[a] clear statement of the specific reasons supporting the intended action”); *see* COMAR 10.01.04.03(B)(2), (3).
- c. MDH regularly relies on, as legal authority for termination of benefits, regulations that either do not exist or have no relevance to eligibility determinations. Dozens of notices sent to DDA waiver program participants supported by The Arc Montgomery County cite a purported provision of the Code of Maryland Regulations that does not and has never existed: “COMAR 10.09.24.05-8.” Other notices cite COMAR 10.09.55.03B as a reason for termination, which is a regulation establishing conditions under which physician assistants can participate as providers in the Medicaid program, and is entirely

unrelated to Medicaid or DDA waiver eligibility. *See* 42 C.F.R. § 431.210(c); COMAR 10.01.04.03(B)(4).

50. When participants request a “fair hearing” appealing their disenrollment, Defendants fail to act on those requests with the “reasonable promptness” required by federal and state law. *See* 42 U.S.C. § 1396a(a)(3). On information and belief, Defendants fail to “immediately forward” the requests to the Office of Administrative Hearings, hearings are not timely scheduled, and participants do not receive decisions on their appeals within 90 days. *See* COMAR 10.01.04.04. In fact, requests for fair hearings are often not acted on for months.

51. Although Defendants are required to continue DDA waiver benefits and services during the pendency of a participant’s request for a fair hearing, Defendants consistently terminate benefits upon MDH’s issuance of a disenrollment notice, leaving participants without benefits while they are seeking to correct MDH’s arbitrary and erroneous actions. *See* 42 C.F.R. §§ 431.230–.231; COMAR 10.01.04.10.

52. On the whole, Maryland’s redetermination process is so opaque, dysfunctional and arbitrary that disenrolled DDA waiver participants, and even long-established provider organizations like The Arc Montgomery County are unable to navigate it.

MDH’s Mass Disenrollment of Participants from Waiver Programs Without Due Process and on Arbitrary and Erroneous Grounds

53. The systemic breakdown of the redetermination process harms thousands of people across Maryland with IDD who depend on DDA waiver services to live with dignity in their communities.

54. When DDA waiver services are terminated, the consequences for people with IDD can be immediate and severe. These services provide essential supports that allow individuals to live in their own homes or community-based residential settings, maintain

employment and engage in other meaningful activities, access healthcare, and participate in their communities.

55. Without these services, people with IDD may face the stark choice between institutionalization or homelessness. Many will be forced into nursing homes or other institutional settings at enormous cost to the State—precisely the outcome that the DDA waiver programs were designed to prevent. Others may become homeless, placing them at grave risk of exploitation, abuse, and medical emergencies.

56. The breakdown of the redetermination process has created profound uncertainty for DDA waiver participants, disrupting plans that they and their families have developed to ensure that they receive appropriate services. The dysfunction has also precipitated a crisis for provider organizations like The Arc Montgomery County, jeopardizing their financial viability and impairing their ability to provide supports to Marylanders with IDD.

Named Plaintiffs' Allegations

Ursula Battle

57. Ursula Battle is a participant in the Community Pathways Waiver. Ms. Battle has been supported by The Arc Montgomery County since 1990.

58. Ms. Battle has lifelong disabilities arising from severe spastic cerebral palsy with quadriparesis/tetraplegia, accompanied by almost total immobility, lack of verbal speech, incontinence, swallowing and nutritional complications, scoliosis, and joint deformities. Ms. Battle uses a wheelchair and specialized adaptive equipment and she communicates nonverbally through gestures and eye/head movements. She is dependent on others for all activities of daily living and requires intensive nursing care and ongoing health and safety monitoring.

59. Ms. Battle formerly resided with her mother where she received home health supports but is transitioning into a group home managed by The Arc Montgomery County due to

her need for continuous supervision and care. Ms. Battle's supports include assistance with feeding, hygiene, mobility, and medical oversight. These services facilitate her community participation and integration, including by giving her access to therapies and communication aids and allowing her to exercise and participate in organized group home activities.

60. MDH wrongfully terminated Ms. Battle from the Community Pathways Waiver on, or about, May 5, 2025.

61. More than seven months earlier, on or before September 30, 2024, Ms. Battle's mother and authorized representative timely submitted Ms. Battle's redetermination application to MDH.

62. On April 4, 2025, MDH issued an approval letter confirming Ms. Battle's continuing eligibility for Medicaid and the Community Pathways Waiver for the period from October 1, 2024, to April 30, 2025.

63. On the same day, however, MDH also issued a closure letter indicating that Ms. Battle's waiver services would be terminated on April 30, 2025, because her assets exceeded the allowable limit when, in fact, they did not.

64. Ms. Battle is under threat of losing these services entirely and her family has had to pay out of pocket for medical supplies and necessary medical and dental care that were previously covered by Medicaid. Her transition to a group home cannot occur until she is reinstated to the Community Pathways Waiver.

65. On or around May 27, 2025, Ms. Battle exercised her fair hearing rights challenging MDH's termination of her waiver eligibility. As of the date of this Complaint, Ms. Battle's request for a fair hearing has not been acknowledged and no hearing has been scheduled. Ms. Battle's benefits have not been reinstated pending appeal.

66. The Arc Montgomery County has not been reimbursed for supports provided to Ms. Battle since May 2025.

Constance Farrell

67. Constance Farrell is a participant in the Community Pathways Waiver. Ms. Farrell has been supported by The Arc Montgomery County since 1994.

68. Ms. Farrell has mild intellectual disability, as well as medical conditions including early onset dementia and focal seizures. Ms. Farrell resides in a group home managed by The Arc Montgomery County where she receives comprehensive support services tailored to her needs. These services include medication management, assistance with activities of daily living, assessment and support for the progression of her dementia, and supervision to prevent falls and other injuries. Ms. Farrell's services enable her to participate in the community by ensuring her safety and well-being, allowing her to engage in social activities and maintain a level of independence appropriate to her abilities.

69. MDH wrongfully terminated Ms. Farrell from the Community Pathways Waiver on, or about, January 31, 2024.

70. Several months earlier, on or around November 30, 2023, The Arc Montgomery County, as Ms. Farrell's authorized representative, completed and submitted redetermination forms on her behalf.

71. Despite this timely submission, on December 17, 2023, MDH issued a letter stating that it had not received Ms. Farrell's redetermination application, and warning that her benefits would be terminated on December 31, 2023, if no redetermination application was received.

72. MDH's letter was not sent to The Arc Montgomery County's current address. Instead, it was sent to The Arc's old address—an address that The Arc notified MDH was no

longer in use when The Arc moved in 2019. Because the letter was sent to the wrong address, it was not received by The Arc Montgomery County as Ms. Farrell’s authorized representative.

73. On January 31, 2024, MDH issued a notice to Ms. Farrell informing her that her “medical assistance coverage expired” that day. As legal authority for its action, MDH cited “COMAR 10.09.24.05-8”—a regulation that does not exist. Again, the closing notice was sent to The Arc Montgomery County’s old address and was not received.

74. The Arc Montgomery County has not been reimbursed for supports provided to Ms. Farrell since February 1, 2024.

Frank Lee

75. Frank Lee is a participant in the Community Pathways Waiver. Mr. Lee has been supported by The Arc Montgomery County since 2009.

76. Mr. Lee has mild intellectual disability and multiple medical conditions including hypertension, high cholesterol, depression, and complex partial epilepsy. Mr. Lee resides in a group home managed by The Arc Montgomery County where he receives comprehensive care and support. His services include assistance with activities of daily living, medication administration, and support in advocating for his healthcare needs. These services are crucial in enabling Mr. Lee to maintain his independence and social engagement, and in allowing him to participate in community activities.

77. MDH wrongfully terminated Mr. Lee from the Community Pathways Waiver on, or about, January 1, 2024.

78. About six months earlier, on or around June 20, 2023, The Arc Montgomery County, as Mr. Lee’s authorized representative, completed and submitted a redetermination application on his behalf.

79. Despite this timely submission, on October 1, 2023, MDH issued new redetermination forms for Mr. Lee’s waiver services. The forms were sent to the incorrect address and were not received by The Arc Montgomery County.

80. On November 9, 2023, MDH sent a letter requesting that Mr. Lee provide certain account statements to complete his redetermination application. This letter was also sent to the incorrect address and was not received by The Arc Montgomery County.

81. Because it had not received any confirmation that Mr. Lee’s initial redetermination application had been received by MDH, The Arc Montgomery County resubmitted Mr. Lee’s redetermination paperwork to MDH on or around November 30, 2023.

82. On December 5, 2023, MDH sent a letter informing Mr. Lee that his redetermination application had been received. The letter stated that Mr. Lee’s application was approved, and his Medicaid and waiver program had been renewed for one month. Like the others before it, this letter was sent to the incorrect address and was not received by The Arc Montgomery County.

83. Also on December 5, 2023, MDH sent a letter telling Mr. Lee that his eligibility for his DDA waiver program would be terminated on December 31, 2023, because he “did not give the information needed to establish eligibility.” As legal authority for its decision, MDH cited “COMAR 10.09.24.05-8”—a regulation that does not exist. Again, this letter was sent to the incorrect address and was not received by The Arc Montgomery County.

84. After unsuccessfully attempting to contact the Medicaid program’s Eligibility Determinations Division about Mr. Lee’s disenrollment, The Arc Montgomery County requested a fair hearing on Mr. Lee’s behalf. As of the date of this complaint, Mr. Lee’s request for a

hearing has not been acknowledged, no hearing has been scheduled, and his benefits have not been reinstated.

85. The Arc Montgomery County has not been reimbursed for the support provided to Mr. Lee since January 1, 2024.

Yolanda Puzzo

86. Yolanda Puzzo is a participant in the Community Pathways Waiver. Ms. Puzzo has been supported by The Arc Montgomery County since 1998.

87. Ms. Puzzo has moderate intellectual and developmental disability, as well as multiple chronic medical and psychiatric diagnoses—including generalized anxiety disorder, mood disorder, diabetes, hypertension, and dysphagia—that significantly impair her memory, reasoning, communication, and physical coordination. She resides in a group home managed by The Arc Montgomery County, where she receives intensive support, including comprehensive health services and support with activities of daily living. These supports enable Ms. Puzzo to live independently and safely in the community.

88. MDH wrongfully terminated Ms. Puzzo from the Community Pathways Waiver on, or about, December 31, 2023.

89. About six months earlier, on or around July 10, 2023, The Arc Montgomery County, as Ms. Puzzo’s authorized representative, completed and submitted redetermination materials on her behalf.

90. Despite this timely submission, on August 16, 2023, MDH sent a letter stating that it had not received a redetermination submission from Ms. Puzzo and her benefits would be terminated if her submission was not received by August 31, 2023. MDH’s letter was sent to the wrong address and was not received by The Arc Montgomery County.

91. On September 15, 2023, MDH sent a letter to Ms. Puzzo stating that it did not have all the information needed to determine her eligibility and requesting additional financial information. This letter was also sent to the incorrect address and was not received by The Arc Montgomery County.

92. On October 11, 2023, MDH issued a Notice of Closing, stating that Ms. Puzzo's benefits under the Community Pathways Waiver would be terminated on October 31, 2023, providing, as its reason for this action, that she "did not give the information needed to establish eligibility." As legal authority for its decision, MDH cited "COMAR 10.09.24.05-8"—a regulation that does not exist. Again, the closing notice was sent to The Arc Montgomery County's old address and was not received.

93. That very same day, MDH also issued an approval notice, stating that Ms. Puzzo was re-approved for Medicaid and the Community Pathways Waiver from September 1, 2023, to October 31, 2023. This letter was sent to the incorrect address and was not received by The Arc Montgomery County.

94. The Arc Montgomery County has not been reimbursed for support provided to Ms. Puzzo since January 1, 2024.

Class Action Allegations

95. Named Plaintiffs Ursula Battle, Constance Farrell, Frank Lee, and Yolanda Puzzo bring their claims under the Due Process Clause of the Fourteenth Amendment to the United States Constitution, the Medicaid Act, Article 24 of the Maryland Declaration of Rights, and Maryland common law, individually and on behalf of all persons similarly situated.

96. The Class consists of: All persons in Maryland who have participated in a DDA waiver program from the end of the Public Health Emergency, May 11, 2023, to the present.

97. All Class Members have been harmed by the violations at issue or are at imminent risk of harm in the next year, given MDH's responsibility to redetermine eligibility for DDA waiver programs annually and its systemic failure to redetermine eligibility in a non-arbitrary and lawful manner.

98. The Class, as defined above, is identifiable. Named Plaintiffs are members of the Class.

99. Since the end of the Public Health Emergency, in redetermining the Medicaid eligibility of participants in DDA waiver programs, Defendants have utilized a process that violates the Due Process Clause of the Fourteenth Amendment to the United States Constitution, Article 24 of the Maryland Declaration of Rights, the Medicaid Act, and MDH's own regulations.

100. As alleged in Paragraphs 46–56 above, Defendants:

- a. Fail to provide required notice regarding DDA waiver program participants' responsibility to submit redetermination materials and the consequences for failing to do so;
- b. Fail to acknowledge receipt of, or consider, redetermination materials submitted by DDA waiver program participants;
- c. Disenroll individuals from DDA waiver programs without affording them an opportunity to correct technical or minor issues or to spend down assets;
- d. Deny redetermination applications without adequate or any notice, including by using boilerplate language and relying on incorrect or nonexistent regulations to justify their action;
- e. Fail to promptly acknowledge and timely schedule fair hearings;

- f. Fail to continue individuals' waiver benefits while their appeals from MDH's decisions are pending.

101. Unless and until the Court grants the declaratory and injunctive relief that Plaintiffs seek through this action, Defendants will continue to engage in the unlawful practices described above that violate the Class Members' constitutional rights and rights under the Medicaid Act, and that jeopardize the Class Members' access to essential medical and disability-related services.

102. Upon information and belief, the Class is so numerous that joinder of all members is impracticable.

103. There are questions of law and fact with respect to Defendants' denial, reduction, and termination of Medicaid and DDA waiver services for people with IDD that are common to all Class Members.

104. Named Plaintiffs' claims are typical of the claims of the respective members of the Class within the meaning of Maryland Rule 2-231(b)(3) and are based on and arise out of similar facts constituting Defendants' wrongful conduct.

105. Named Plaintiffs' counsel are experienced in class actions and foresee little difficulty in the management of this case as a class action.

106. Named Plaintiffs are adequate representatives of the Class, have no interests antagonistic to the Class, and will fairly represent the interests of the Class in accordance with their affirmative obligations and fiduciary duties.

107. Defendants' actions and omissions are based on grounds that have affected and will affect the Class generally, thereby making appropriate final declaratory and injunctive relief with respect to the class as a whole under Maryland Rule 2-231(c)(2).

The Arc Montgomery County's Role in Providing Waiver Services

108. The Arc Montgomery County was established in 1958 to provide services to children with disabilities. Over the subsequent decades, the organization expanded its focus to provide a broader array of community-based services for people with IDD, including vocational support, support for families, and residential group homes. The Arc Montgomery County now operates 30 residential sites in Montgomery County and serves as a critical component of Maryland's disability service infrastructure.

109. The Arc Montgomery County has been a licensed service provider since the 1970s and has supported hundreds of DDA waiver program participants. The Arc supports people with IDD under all three DDA waiver programs.

110. The Arc Montgomery County, like other service providers throughout Maryland, plays a significant role in the lives of DDA waiver program participants. For some, The Arc provides housing, mobility assistance, financial management, employment training, social connection, and community integration. For many of the people it supports, The Arc Montgomery County also serves as their authorized representative in the redetermination process.⁵ The relationship between providers like The Arc Montgomery County and the individuals they support can span decades—some participants now in their 70s have been supported by The Arc for over 50 years, representing a lifetime partnership.

111. The Arc Montgomery County relies on funding from MDH to provide these services to DDA waiver program participants. The services provided by The Arc and other

⁵ An authorized representative is an individual or organization that a Medicaid applicant or beneficiary may designate to act responsibly on their behalf in assisting with Medicaid applications, renewal of eligibility, and other ongoing communications with the Medicaid agency. See 42 C.F.R. § 435.923.

providers are expensive and resource-intensive, reflecting the comprehensive, round-the-clock nature of the support that some individuals with IDD require.

112. The Arc Montgomery County invoices Defendants for the services it provides to DDA waiver participants on a daily, weekly, bi-weekly, or monthly basis, depending on the type of service being provided. Aside from minor contributions to the cost of room and board by DDA waiver participants, MDH is the only entity that can pay The Arc for the services it provides pursuant to DDA waiver programs. A provider cannot bill a DDA waiver participant for covered services, nor can it collect payment from a participant and refund that money at a later date once Defendants process claims for services rendered.

113. MDH's own regulations further underscore the critical nature of the services provided by The Arc Montgomery County and similar providers. Once a provider begins to provide supports to a DDA waiver program participant, it has a continuing obligation to do so; providers may only terminate services for "good cause," with written approval of the Director of the DDA, and with 90 days' notice to the Director of DDA and the individual waiver participant. COMAR 10.22.02.02(G). This regulatory framework acknowledges that disruption of these services can have catastrophic consequences for people with IDD.

The Arc Montgomery County's Contract With Defendants

114. The Arc Montgomery County and DDA are parties to an Agreement for Providers of Home and Community-Based Services Under the Maryland Department of Health's Developmental Disabilities Administration Medicaid Waiver Program(s) ("HCBS Agreement"), a true and correct copy of which is attached as Exhibit A.

115. Section 1.3 of the HCBS Agreement incorporates the Medicaid Program Provider Agreement and DDA Addendum into the HCBS Agreement. A copy of the Medicaid Program Provider Agreement ("Provider Agreement") is attached as Exhibit B. A copy of the DDA

Addendum is attached as Exhibit C. All providers enrolling in or revalidating their enrollment in the Maryland Medicaid program must electronically sign the Provider Agreement. The Arc Montgomery County has electronically signed the Provider Agreement numerous times since first enrolling as a Medicaid provider. A true and correct copy of one of The Arc Montgomery County's electronic signature confirmations is attached as Exhibit D.

116. Together the HCBS Agreement, the Provider Agreement, and the DDA Addendum (collectively, the "Agreements") govern The Arc Montgomery County's relationship with MDH as a provider of DDA waiver services.

117. The Arc Montgomery County has complied with its obligations under the Agreements, including:

- a. Obtaining and maintaining all required licenses, certifications, and approvals from MDH to provide services to waiver program participants;
- b. Complying with all applicable standards of care and practice, professional standards, and federal, state, and local laws, statutes, ordinances, rules and regulations governing the provision of services to waiver program participants;
- c. Maintaining all required records relating to its provision of services to waiver program participants, including verification of staff qualifications and documentation supporting the validity and accuracy of all claims submitted; and
- d. Cooperating with all inspections, reviews, and audits conducted by representatives of MDH and other authorized agencies.

118. The Agreements also contain MDH's promises to The Arc Montgomery County. Among other things, MDH promises in the Agreements to "comply with . . . applicable laws and regulations," Ex. A, HCBS Agreement § 3, and to "reimburse the [The Arc Montgomery

County] for medically necessary Services provided to Recipients that are covered by the Maryland Medical Assistance Program at the time of service,” Ex. B, Provider Agreement § II.A.

119. MDH has materially breached its promises in the Agreements in multiple ways. For example:

- a. MDH’s failure to provide notice and an opportunity for a fair hearing before terminating DDA waiver benefits in violation of the Due Process Clause, the Medicaid Act, and Article 24 is a breach of Section 3 of the HCBS agreement.
- b. MDH’s failure to follow federal and state regulations implementing the Medicaid Act, *see* Paragraph 45, *supra*; 42 C.F.R. §§ 431.200–.246; COMAR 10.01.04.01–.12, is also a breach of Section 3 of the HCBS Agreement.
- c. Since January 1, 2024, MDH has failed to reimburse The Arc Montgomery County for services provided to over thirty DDA waiver program participants, including Named Plaintiffs.

120. As of the date of this Complaint, MDH owes The Arc Montgomery County more than \$9 million for services provided but not reimbursed.

121. Despite MDH’s material breaches of the Agreements, The Arc Montgomery County remains committed to fulfilling its mission of supporting people with IDD and providing essential services to DDA waiver program participants, including Named Plaintiffs, many of whom have been with The Arc Montgomery County for decades.

122. The Arc Montgomery County has repeatedly raised its concerns about the redetermination process with Defendants, has sought to work with Defendants to ensure continuation of services for the people it supports, and has requested reimbursement for services

provided, without success. The current situation—where The Arc Montgomery County provides millions of dollars in services without reimbursement—is financially and operationally unsustainable. Without corrective measures, The Arc Montgomery County will not be able to continue fulfilling its mission and people with IDD are put at risk of losing the support they need to live with dignity in their communities.

Causes of Action

COUNT I: Violation of Due Process **Fourteenth Amendment to the United States Constitution**

By Named Plaintiffs and the Class Against Defendant Seshamani

123. Plaintiffs incorporate by reference the allegations in the foregoing paragraphs as if fully restated herein.

124. Defendants’ practices and procedures alleged herein fail to provide notice, opportunity to be heard, and reasoned decision-making in violation of the Due Process clause of the Fourteenth Amendment to the United States Constitution by:

- a. Failing to provide required notice regarding DDA waiver program participants’ responsibility to submit redetermination materials and the consequences for failing to do so;
- b. Failing to acknowledge receipt of, or consider, redetermination materials submitted by DDA waiver program participants;
- c. Disenrolling individuals from DDA waiver programs without affording them an opportunity to correct technical or minor issues or to spend down assets;
- d. Denying redetermination applications without adequate or any notice, including by using boilerplate language and relying on incorrect or nonexistent regulations to justify its action;

- e. Failing to promptly acknowledge and timely schedule fair hearings;
- f. Failing to continue participants' waiver benefits while their appeals from MDH's decisions are pending.

125. These violations, which have been repeated and knowing, entitle Named Plaintiffs and the Class to relief under 42 U.S.C. § 1983 and under the Fourteenth Amendment to the United States Constitution including declaratory relief, preliminary and permanent injunctive relief, and reasonable attorneys' fees pursuant to 42 U.S.C. § 1988(b).

COUNT II: Violation of the Medicaid Act

By Named Plaintiffs and the Class Against Defendant Seshamani

126. Plaintiffs incorporate by reference the allegations in the foregoing paragraphs as if fully restated herein.

127. The Medicaid Act requires MDH to provide "an opportunity for a fair hearing before . . . any individual['s] . . . claim for medical assistance . . . is denied or not acted upon with reasonable promptness." 42 U.S.C. § 1396a(a)(3). The Medicaid Act also provides that "all individuals wishing to make application for medical assistance . . . shall have opportunity to do so, and that such assistance shall be furnished with reasonable promptness." *Id.* § 1396a(a)(8).

128. As alleged in detail above, Defendants have failed to provide an "opportunity" to "make application for medical assistance" and an "opportunity for a fair hearing," and have failed to act with "reasonable promptness" by:

- a. Failing to provide required notice regarding DDA waiver program participants' responsibility to submit redetermination materials and the consequences for failing to do so;

- b. Failing to acknowledge receipt of, or consider, redetermination materials submitted by DDA waiver program participants;
- c. Disenrolling individuals from DDA waiver programs without affording them an opportunity to correct technical or minor issues or to spend down assets;
- d. Denying redetermination applications without adequate or any notice, including by using boilerplate language and relying on incorrect or nonexistent regulations to justify its action;
- e. Failing to promptly acknowledge and timely schedule fair hearings;
- f. Failing to continue participants' waiver benefits while their appeals from MDH's decisions are pending.

129. Defendants' violations, which have been repeated and knowing, entitle Named Plaintiffs and the Class to relief under 42 U.S.C. § 1983 including declaratory relief, preliminary and permanent injunctive relief, and reasonable attorneys' fees pursuant to 42 U.S.C. § 1988(b).

COUNT III: Violation of Due Process
Article 24 of the Maryland Declaration of Rights

By Named Plaintiffs and the Class Against All Defendants

130. Plaintiffs incorporate by reference the allegations in the foregoing paragraphs as if fully restated herein.

131. Defendants' practices and procedures alleged herein fail to provide notice, opportunity to be heard, and reasoned decision-making in violation of Article 24 of the Maryland Declaration of Rights by:

- a. Failing to provide required notice regarding DDA waiver program participants' responsibility to submit redetermination materials and the consequences for failing to do so;

- b. Failing to acknowledge receipt of, or consider, redetermination materials submitted by DDA waiver program participants;
- c. Disenrolling individuals from DDA waiver programs without affording them an opportunity to correct technical or minor issues or to spend down assets;
- d. Denying redetermination applications without adequate or any notice, including by using boilerplate language and relying on incorrect or nonexistent regulations to justify its action;
- e. Failing to promptly acknowledge and timely schedule fair hearings;
- f. Failing to continue participants' waiver benefits while their appeals from MDH's decisions are pending.

132. These violations, which have been repeated and knowing, entitle Named Plaintiffs and the Class to relief under Article 24 of the Maryland Declaration of Rights including declaratory relief, preliminary and permanent injunctive relief.

COUNT IV: Common Law Mandamus

By Named Plaintiffs and the Class Against All Defendants

133. Plaintiffs incorporate by reference the allegations in the foregoing paragraphs as if fully restated herein.

134. Named Plaintiffs, on behalf of themselves and the Class, seek a Writ of Mandamus pursuant to Md. Code Ann., Cts. & Jud. Proc. § 3-8B-01 *et seq.* compelling Defendants to comply with the non-discretionary duties set forth in COMAR 10.01.04.01–.12 and COMAR 10.09.24.01–.17.

135. Defendants have a clear, non-discretionary duty to ensure that redeterminations are conducted in accordance with the procedural safeguards mandated by COMAR 10.01.04.01–.12 and COMAR 10.09.24.01–.17. The plain language of these provisions imposes such a duty.

- a. Under COMAR 10.09.24.12, MDH “shall notify [a] recipient that redetermination is required to establish continuing eligibility” at least 45 days before benefits are terminated. *See* COMAR 10.09.24.12(C)(3)(b).
- b. Under COMAR 10.01.04.03, MDH “shall notify” an individual of their right to obtain a hearing, the method to obtain a hearing, and that the individual may represent themselves or use an authorized representative. *See* COMAR 10.01.04.03(A).
- c. Under COMAR 10.01.04.03, a notice of disenrollment from a DDA waiver program “shall . . . [i]nclude the reasons for the intended action” and “[i]nclude the specific regulations that support, or the change in federal or State law that requires, the action.” *See id.* (B)(3)–(4).
- d. Under COMAR 10.01.04.04, once an individual requests a fair hearing, MDH “shall . . . [p]romptly acknowledge any request for a fair hearing,” give advance notice of date, time, and place, and “[p]rovide the appellant with” proper notice as spelled out in COMAR 10.01.04.03(B). *See* COMAR 10.01.04.04(B).
- e. Under COMAR 10.01.04.10, MDH “may not” terminate or reduce benefits if it timely mails proper notice under COMAR 10.01.04.03 and the beneficiary requests a hearing date. *See id.* (A)(2). MDH “shall reinstate and continue” any terminated services if, among other things, adverse action is taken without proper notice under COMAR 10.01.04.03. *See* COMAR 10.01.04.10(B)(3).

136. Defendants have systematically failed to fulfill these obligations, resulting in the unlawful and erroneous disenrollment of people with IDD from DDA waiver programs on which they depend.

137. MDH's failure to adhere to the non-discretionary procedural requirements set forth in COMAR 10.01.04.01-.12 and COMAR 10.09.24.01-.17 has caused and continues to cause irreparable harm to Named Plaintiffs and the Class, depriving them of essential services and supports necessary for their health and well-being.

COUNT V: Breach of Contract

By The Arc Montgomery County Against Defendant Maryland Department of Health

138. Plaintiffs incorporate by reference the allegations in the foregoing paragraphs as if fully restated herein.

139. The Arc Montgomery County and MDH are parties to and are bound by their respective promises in the Agreements.

140. The Arc Montgomery County has fully complied with its obligations pursuant to the Agreements by providing DDA waiver services to people with IDD.

141. MDH has materially breached the Agreements and continues to do so by, *inter alia*, failing to comply with all applicable laws and regulations and by failing to reimburse The Arc Montgomery County for the services it has provided (and continues to provide) to participants in DDA waiver programs.

142. As a direct and proximate result of MDH's breach, The Arc Montgomery County has sustained damages in an amount to be proven but reasonably believed to exceed \$9 million dollars.

Prayer for Relief

WHEREFORE, Plaintiffs respectfully request that the Court:

- a. Certify the Class proposed by Named Plaintiffs;
- b. Appoint Named Plaintiffs as Class Representatives, and appoint their counsel as Class Counsel;
- c. Enter judgment in favor of Named Plaintiffs and the Class and against Defendants as to Counts I, II, III, and IV;
- d. Declare that, in redetermining the Medicaid and/or DDA waiver program eligibility of the Named Plaintiffs and the Class, Defendants employ a process that does not comport with state and federal constitutional guarantees of due process, the requirements of the federal Medicaid Act, and state fair hearing regulations;
- e. Grant preliminary and permanent injunctive relief requiring Defendants, their agents, successors, and employees to rescind all DDA waiver program disenrollment decisions issued after the Public Health Emergency ended on May 11, 2023, and conduct redeterminations for all individuals enrolled in DDA waiver programs since May 11, 2023, in accordance with the due process requirements of the United States Constitution, the Medicaid Act, Article 24 of the Declaration of Rights, and federal and state law;
- f. Issue a Writ of Mandamus requiring Defendants to comply with and immediately perform the non-discretionary duties set forth in COMAR 10.01.04.01–.12 and COMAR 10.09.24.01–.17;
- g. Declare that MDH has materially breached the Agreements by failing to comply with all applicable laws and regulations and by failing to reimburse The Arc Montgomery County for the services it has provided to DDA waiver program participants since January 1, 2024;

- h. Enter a judgment in favor of The Arc Montgomery County and against MDH as to Count V, in an amount to be proved at trial but reasonably believed to exceed \$75,000;
- i. Award Plaintiffs their reasonable attorneys' fees pursuant to 42 U.S.C. § 1988;
- j. Award Plaintiffs the costs of this action; and
- k. Award any other such relief as this Court may deem just and proper.

Respectfully submitted,



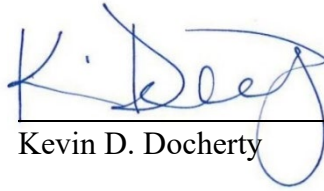
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Dated: September 24, 2025

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DEMAND FOR JURY TRIAL

Plaintiffs hereby request a trial by jury.



Kevin D. Docherty