

**IN THE CIRCUIT COURT FOR BALTIMORE CITY**

ROBERT F. CHERRY, JR., <i>et al.</i>	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Civil No. 24-C-16-004670
	)	
MAYOR AND CITY COUNCIL	)	
OF BALTIMORE CITY	)	
	)	
Defendant.	)	

**ORDER**

Upon consideration of Class Counsel’s Application for an Award of Attorneys’ Fees, Costs and Expenses for Class Counsel, and Incentive Award for Class Representative Houser; and having considered Klausner and Kaufman, Jensen & Levinson, counsel for Baltimore Fire Officers, Local 964 IAFF, Application for an Award of Attorneys’ Fees on behalf of its client (hereafter, collectively referred to as the “Application”; docketed collectively as Doc. No. 219); the Joint Memorandum in Support of Request for Approval of Awards for Attorneys’ Fees and Costs and Expenses, and Class Representative Incentive Award and Request to Disburse Damage Awards filed November 23, 2021 (not yet docketed; hereafter, the “Joint Memorandum”); and The City’s Response to Plaintiffs’ Fee Application (filed November 17, 2021; Doc No. 219/1), it is this **24<sup>th</sup> day of November, 2021**, the Circuit Court for Baltimore City, in accordance with the Memorandum Opinion issued November 23, 2021 and for the reasons set forth below,

**FOUND** that Notice to Individual Class Members of the Application and Class Representative incentive award was reasonable and adequate; and it further

**FOUND** that no member of the Plaintiff class filed a timely objection to the Application in accordance with the order of September 27, 2021 (Doc. No. 218; hereafter, the “September 27 Order”); however, appended to the Joint Memorandum as Exhibits C and D, respectively, are two emails – one each from class members Henri Burris and Waltitia Hollman. Neither email complies with the September 27 Order in any material respect; as such, Mr. Burris and Ms. Hollman have waived their objections and all untimely objections are barred. (*See* September 27 Order at page 9). In an abundance of caution, and to ensure Mr. Burris and Ms. Hollman that the court has not shut its eyes to their voices even though they have waived their right to object to the Application, the court addresses here the substance of their emails (Exhibits C and D).

Mr. Burris’ email indicates he directed a copy of his email to the undersigned, however, no communication from Mr. Burris was received by the undersigned via email or any other mode of communication or delivery, whether directly from Mr. Burris or through counsel on his behalf. Regardless, respectfully, Mr. Burris’ email makes clear that his dissatisfaction with the Application is premised on the mistaken belief that this action was settled. Had this action resolved by way of settlement, as opposed to trial and judgment of the court, the court would have been obliged to undertake a vastly different analysis and approach to closure of the case. In addition, Mr. Burris’ email demonstrates that his dissatisfaction with the proposed fee award sought through the Application is based upon his dissatisfaction with the substantive outcome of the case, which was the product of the court’s analysis of the evidence and the law, and not based on any proposal or agreement of Lead Class Counsel, Mr. Monk, or Mr. Klausner, or their respective law firms. Mr. Burris raises no issue whatsoever as to the reasonableness of the work performed by counsel or the amount of fees, costs and expenses the Application requests be awarded out of the common fund. Thus, even were the court to convene a hearing to allow Mr.

Burris to be heard more fully on the substance of his email, the outcome of such a hearing would not produce the result Mr. Burris seeks.

Ms. Hollman's email confirms she consents to the fees requested through the Application ("...15% to 20% total is absolutely fair for services rendered"). Further, Ms. Hollman does not dispute or challenge the amount of expenses and costs identified in the Application; rather, Ms. Hollman disagrees that expenses/costs should be paid out of the common fund (the court's award of damages) and suggests the City should be responsible to pay them. As with Mr. Burris' email, the substance of Ms. Hollman's dissatisfaction with the relief requested in the Application would not be ameliorated by virtue of a hearing.

Therefore, it is

**ORDERED** that the Class Counsel's Application for an Award of Attorneys' Fees, Costs and Expenses for Class Counsel shall be, and is hereby, **GRANTED**; and further it is

**ORDERED** that Class Counsel shall be, and is hereby, **AWARDED** attorneys' fees in the amount of 15% of the total class award, plus post-judgment interest, or \$5,292,148.54, and costs and expenses in the amount of \$3,005,178.40; and it is further

**ORDERED** that Class Counsel's request for an incentive award of \$10,000 for class representative Houser shall be, and is hereby, **GRANTED**; and it is further

**ORDERED** that the Klausner, Kaufman, Jensen & Levinson's (KKJL) Application for an award of attorneys' fees for the benefit of Baltimore Fire Officers, Local 964, IAFF, shall be, and is hereby, **GRANTED**; and further it is

**ORDERED** that KKJL is **AWARDED** attorneys' fees in the amount of 3% of the total class award, plus post-judgment interest, or \$1,058,429.7; and it is further

**ORDERED** that the following process is **APPROVED** for issuance of the final award payments to Individual Class Members (“Final Awards”):

1. Class Counsel shall compute the final amount of net awards due Individual Class Members by deducting on a *pro rata* basis the total amount of any Class Representative Incentive award and any award of attorneys’ fees and costs and expenses (“Attorney Fee Award”) approved by the Court and provide a spreadsheet to SSI of the final net awards (“Final Awards”) to be paid to each Individual Class Member.
2. SSI shall issue checks in the amounts of the Final Awards to the Individual Class Members (“Award Check”).
3. SSI shall mail the Award Check to the last known mailing address for each Individual Class Members now known to SSI.
4. Class Counsel shall direct SSI to post to the class action website, BaltimorePensionLitigation.com, the spreadsheet informing Individual Class Members of the amount of the Final Awards, which posting shall be maintained until 180 days after issuance of Award Checks.
5. If SSI is notified that an Individual Class Member has passed away, SSI shall reissue the Award Check made payable to the “Estate of [deceased Individual Class Member].”
6. If an estate has not yet been opened or was previously closed, SSI shall instruct the individual claiming right to the Award Check to open or reopen an estate.
7. If an Award Check is not cashed within one hundred eighty (180) days of the date of issuance, SSI will issue a stop payment on the Award Check. The unclaimed award will be escheated to the Comptroller of Maryland as the custodian of unclaimed property in accordance with Maryland law; and it is further

**ORDERED** that Settlement Services, Inc., the third-party claims administrator, shall disburse payments from the common fund in accordance with this Order; and further it is

**FOUND** and **ORDERED** that the Memorandum Opinion issued yesterday, November 23, 2021, was issued prior to the court's receipt and consideration of the Joint Memorandum. The Memorandum Opinion of November 23, 2021, remains in full force and effect, and shall be read together with this order.

SO ORDERED:

*[SIGNATURE OF JUDGE APPEARS ON ORIGINAL]*

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Judge Julie R. Rubin  
Circuit Court for Baltimore City

*Madam Clerk: Please mail copies to all counsel and named parties of record.*