

MARYLAND DEPARTMENT
OF THE ENVIRONMENT,

Plaintiff,

v.

HOME FREE LEAD
INSPECTIONS, LLC, *et al.*,

Defendants.

*

IN THE CIRCUIT

*

COURT FOR

*

BALTIMORE CITY

*

*

Case No.: 24-C-20-000861

*

* * * * *

CONSENT DECREE

Plaintiff, the Maryland Department of the Environment (“Department”), and Defendants, Charles D. Gillis and David B. Gillis (collectively, “Defendants”), hereby represent and acknowledge that they agree to enter into this Consent Decree as follows:

EXPLANATORY STATEMENT

A. The Department filed a complaint in this action seeking civil penalties regarding the enforcement of Title 6, subtitle 10 of the Environment Article of the Annotated Code of Maryland and Code of Maryland Regulations (“COMAR”) 26.16. Specifically, Counts I-IV the complaint allege that Defendants failed to provide the Department with advance notice of their intent to perform lead-based paint inspections in pre-1978 constructed residential rental housing, in violation of COMAR 26.16.05.04, and failed to properly perform lead-based paint inspections

in accordance with COMAR 26.16.02.05 and 40 C.F.R. § 745.227, in violation of COMAR 26.16.05.06.

B. The Department has authority under Title 6, subtitle 10 of the Environment Article to enforce Maryland laws and regulations governing the performance of lead paint abatement services.

C. COMAR 26.16.01.02B(9) defines “Lead paint abatement services” to mean risk assessment, inspection, or abatement of lead-containing substances.

D. COMAR 26.16.01.02B(19) defines “Provide lead paint abatement services” to mean the engagement in the risk assessment, inspection, or abatement of lead-containing substances.

E. COMAR 26.16.02.05H requires that all lead paint inspections be performed by an accredited lead paint inspector technician or lead paint risk assessor.

F. COMAR 26.16.01.02B(11) defines “Lead paint inspector technician” to mean an individual who, as a service, determines the presence of a lead-containing substance through the following techniques: (a) use of a portable XRF analyzer; (b) collection of paint samples for submission to a laboratory for analysis; (c) collection of dust samples for submission to a laboratory for analysis; (d) use of chemical tests, such as sodium sulphide and sodium rhodizonate; and (e) any other accepted method or technique for determining the lead content in paint.

G. COMAR 26.16.01.02B(14) defines “Lead paint risk assessor” to mean an individual who conducts inspections, interprets information regarding the presence and condition of lead-containing substances, and prepares reports characterizing hazards associated with identified lead-containing substances.

H. COMAR 26.16.01.09F(1) requires all contractors to comply with all work practice standards set forth in 40 C.F.R. § 745.227 and COMAR 26.16.05 for the performance of inspections and collection of paint and dust samples.

I. COMAR 26.16.05.04 requires lead inspectors to provide at least 24-hour advance notice to the Department before performing a lead-based paint inspection.

J. COMAR 26.16.05.06 requires that all lead-based paint inspections be performed in accordance with COMAR 26.16.02.05.

K. Pursuant to COMAR 26.16.05 (Procedures for Performing Lead Abatement Service), lead paint inspections shall be performed in accordance with COMAR 26.16.02.05 and 40 C.F.R. § 745.227 (as incorporated in COMAR 26.16.05.03).

L. During all periods relevant to the complaint, Defendants are, or were, accredited by the Department as visual inspectors, inspector technicians, and risk assessors.

M. It is the mutual objective of the parties in entering into this Consent

Decree to resolve all claims alleged in the complaint by the Department against Defendants for violations of Title 6, subtitle 10 of the Environment Article and COMAR 26.16.

N. It is expressly understood that: (1) this Consent Decree pertains only to the civil violations described herein and in the complaint; (2) the Department has made no promises or representations other than those contained in this Consent Decree; and (3) no other promises or representations will be made unless in writing. Other than as provided herein, the Department has no authority to release any criminal or civil claims of any kind against Defendants contemplated, brought, or within the authority of any other governmental agency or the Maryland Office of the Attorney General.

ORDER

NOW THEREFORE, in consideration of the promises and consideration set forth below, the following provisions are hereby **AGREED** and **CONSENTED** to by the Department and Defendants, and this Court this ____ day of _____, 2021, **ORDERS** as follows:

CIVIL PENALTIES

1. Defendants shall pay to the Department a civil penalty, jointly and severally, in the amount of \$95,000, in accordance with the following terms:

a. \$50,000 is due immediately, upon Defendants' execution of

this Consent Decree; and

b. Defendants shall pay the remaining balance of \$45,000 in quarterly installments of \$3,750, from April 1, 2021, through January 1, 2024. Defendants shall have the ability to prepay the amounts without penalty or premium.

2. Defendants shall execute a Promissory Note and Confession of Judgment in the amount of \$45,000, attached as Appendix A, which the Department shall not enforce or record unless Defendants default, as defined in paragraph 3 below, which includes failing to adhere to the payment obligations set forth in paragraph 1(b) above of this Consent Decree. Upon completion of Defendants' final payment, the Department shall issue to Defendants a letter indicating that Defendants have met the obligations of this Consent Decree to the Department's satisfaction and that the Promissory Note has been deemed fully paid and satisfied and of no further force and effect.

3. "Default" under this Consent Decree or under the Promissory Note shall be defined as a failure by Defendants, individually or collectively, to timely pay any or all quarterly payments required by paragraph 1(b) above. The terms of the Promissory Note and Confession of Judgment shall be in full force and effect, including Defendants' waiver of notice, presentment, protest, demand, diligence, notice of dishonor and/or notice of nonpayment, to the extent the same may be

waived under applicable law, until such time as the Department issues a letter described in paragraph 2, above.

4. Defendants acknowledge and agree that, in the event Defendants default, either individually or collectively, the Promissory Note and confessed judgment amount, minus payments already made to the Department, may be entered and will become a judgment against Defendants, and may be enforced to the maximum extent provided by law. The Promissory Note, and the rights and remedies arising hereunder, shall be interpreted, governed, construed and enforced under the laws of the State of Maryland.

5. Payment checks shall be made payable to the "Lead Poisoning Prevention Fund" and sent to Maryland Department of the Environment, P.O. Box 1417, Baltimore, Maryland 21203-1417. The following must be noted on each check: MDE Case No. 18-03-23749, PCA No. 13615, Object No.7338, Suffix: 623. A copy of each check shall be sent to the Department to the name and address in paragraph 9 of this Consent Decree. Payments may also be made by electronic transfer, in a manner prescribed by the Department.

6. With the exception of the first payment, which is due at the time Defendants execute this Consent Decree, if Defendants fail to make any payment within 30 days of its due date, the entire balance of the unpaid penalty amount will become immediately due and owing, and the Department may file the Promissory

Note and Confession of Judgment as a final debt to the State, less any payments already received by the Department.

7. The Department will submit an invoice to Defendants notifying them of the payment amount and due date. Defendants have asked the Department to send invoices to the following name and address: David B. Gillis, 4 Wildwood Avenue, Baltimore, Maryland 21206. Should that name or address change, Defendants must notify the Department of the change within 10 days by sending notice to the name and address in paragraph 9 of this Consent Decree. The lack of receipt of an invoice has no effect on Defendants' obligation to make timely penalty payments to the Department.

8. Failure to pay the civil penalty, as required by this Consent Decree, may result in this case being referred to the State of Maryland's Central Collection Unit ("Central Collection Unit"). The Central Collection Unit is authorized to collect outstanding debts resulting from unpaid penalties. The Central Collection Unit will add a collection fee of 17 percent, plus interest, to the amount owed by Defendants. In addition, the Central Collection Unit is authorized to report the debt to consumer reporting agencies, which may affect Defendants' credit ratings.

NOTIFICATIONS

9. All correspondence and required notifications by Defendants and/or their representative(s) concerning this Consent Decree or the Promissory Note shall

be sent to the Department as follows: Shanté Branch, Maryland Department of the Environment, 1800 Washington Boulevard, Suite 630, Baltimore, Maryland 21230-1719.

10. Defendants shall notify the Department of any changes in business addresses and telephone numbers, in writing, within 10 days of said changes.

11. All correspondence and required notifications by the Department and/or its representative(s) concerning this Consent Decree or the Promissory Note shall be sent to Defendants as follows:

David B. Gillis
4 Wildwood Avenue
Baltimore, Maryland 21206

Charles D. Gillis
216 Leslie Avenue
Nottingham, Maryland 21236

With a copy to:

George S. Robinson, IV
Stephen Z. Deinlein
The Robinson Law Firm, LLC
4685 Millennium Drive
Belcamp, Maryland 21017

RELEASE

12. Except as provided under paragraph 17 below, this Consent Decree constitutes a settlement and release of Defendants Charles D. Gillis and David B. Gillis by the Department for all violations of Title 6, subtitle 10 of the Environment

Article and COMAR 26.16 identified in the complaint, occurring prior to the entry of this Consent Decree.

ENFORCEMENT

13. The provisions of this Consent Decree, including those related to statutory requirements, regulations, or corrective action, including record keeping, reporting, and schedules, shall be enforceable by the Department. This Court shall retain jurisdiction over this matter to ensure compliance with the terms of this Consent Decree.

14. The laws of the State of Maryland shall govern this Consent Decree.

15. By executing this Consent Decree, Defendants represent that the factual information provided by Defendants is true, accurate, and complete. The Department is entering into this Consent Decree in reliance on the representations of Defendants that all factual information provided by Defendants contained in this Consent Decree is accurate and complete.

RESERVATION OF RIGHTS

16. Defendants and the Department acknowledge that this Consent Decree: (1) does not in any way relate to, limit, or otherwise affect the legal rights of persons who are not parties to this Consent Decree; and (2) does not in any way relate to, limit, or otherwise affect the ability of any governmental agency, other than the Department, to bring any criminal or civil proceedings or other enforcement

action of any kind against Defendants.

17. Neither paragraph 12, nor any other provision of this Consent Decree, shall be construed to prevent the Department from seeking any legal or equitable remedies available to it for: (1) violations of, or a Default under, this Consent Decree; (2) any violation of Title 6, subtitle 10 of the Environment Article and/or COMAR 26.16 occurring after the entry of this Consent Decree; or (3) any violations of any other State law.

18. Nothing in this Consent Decree shall be construed to relieve Defendants of any obligations under laws and regulations promulgated or enforced by local, municipal, or federal entities, or state entities other than the Department.

19. Nothing in this Consent Decree shall be construed as a release or covenant not to sue any third party not a signatory to this Consent Decree. Nothing contained in this Consent Decree shall affect any right, claim, cause of action, or defense of any party hereto with respect to third parties. Defendants and the Department specifically reserve any and all rights, defenses, claims, demands, and causes of action that they may have against any third parties relating in any way to the subject matter of this Consent Decree.

20. Neither the terms and conditions of this Consent Decree, nor any act of performance by Defendants or the Department, shall collaterally estop Defendants or the Department in any other proceeding with any third party not a

signatory to this Consent Decree.

21. Any modification of this Consent Decree may be made only by mutual written agreement of the parties and must be approved by the Court.

22. If any of the provisions of this Consent Decree contravene or are held to be invalid under any applicable law, such provisions shall not invalidate the Consent Decree in its entirety, but the Consent Decree shall be construed as if it did not contain the invalidated provisions, with all other provisions remaining in effect and in force.

23. The provisions of this Consent Decree shall apply to, and be binding upon, Defendants and Defendants' heirs, successors, and assigns.

24. The Circuit Court of Maryland for Baltimore City shall retain jurisdiction over this matter to ensure compliance with the terms of this Consent Decree.


25. Kaley Laleker, the Director of the Department's Land and Materials Administration, has the authority to bind the Department in this Consent Decree.

IT IS SO ORDERED.

Judge, Circuit Court for Baltimore City

Date

CONSENTED AND AGREED TO BY:



David B. Gillis

3/24/2021

Date




Charles D. Gillis

3-24-21

Date

FOR THE MARYLAND DEPARTMENT OF THE ENVIRONMENT:

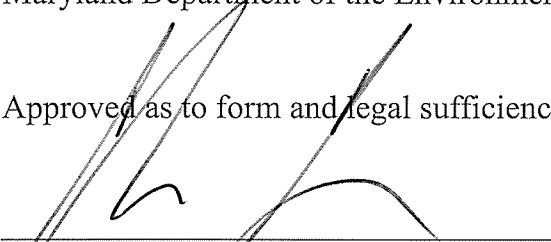


Kaley Laleker, Director
Land and Materials Administration
Maryland Department of the Environment

3/25/2021

Date

Approved as to form and legal sufficiency this 25th day of March, 2021.



Christopher S. Corzine
Assistant Attorney General

MARYLAND DEPARTMENT
OF THE ENVIRONMENT,

Plaintiff,

v.

HOME FREE LEAD
INSPECTIONS, LLC, *et al.*,

Defendants.

* IN THE CIRCUIT
* COURT FOR
* BALTIMORE CITY

*
* Case No.: 24-C-20-000861

* * * * *

CONSENT DECREE

The Maryland Department of the Environment (the “Department”) and Home Free Lead Inspections, LLC (“Home Free”) hereby request and aver that the Court enter this Consent Decree as follows:

EXPLANATORY STATEMENT

A. The Department filed the complaint in this action on the 12th day of February, 2020, in the Circuit Court for Baltimore City, Maryland, seeking civil penalties from Home Free regarding the enforcement of the lead paint requirements set forth at Code of Maryland Regulations (“COMAR”) 26.16.01.09I, 26.16.02.05A, and 26.16.02.05L.

B. The Department, in its complaint, pursuant to the powers and duties vested in the Secretary of the Department by Title 6, subtitle 10, of the Environment Article, avers that it has the authority to enforce Maryland laws and

regulations governing the elimination and reduction of lead paint hazards in pre-1978 residential rental units (“Affected Properties”).

C. The complaint avers that COMAR 26.16.02.05A requires that a lead inspection contractor may issue a certificate of lead-free housing only after an inspection verifies that all painted interior and exterior surfaces of the Affected Property are lead-free. The actual inspection must be performed by an accredited lead paint inspector technician or lead paint risk assessor. COMAR 26.16.02.05H.

D. The complaint avers that COMAR 26.16.02.05L requires lead inspection contractors to submit a copy of all lead-free inspection certificates to the Department within 10 days of issuance.

E. The complaint also avers that COMAR 26.16.01.09I requires lead inspection contractors to ensure that their employees, agents, and representatives comply with all applicable requirements of 26.16.01 and .02.

F. Home Free was accredited by the Department as a lead paint abatement services contractor from August 18, 2015, through March 30, 2018.

G. During the period from August 18, 2015, through March 30, 2018, Home Free employed Charles D. Gillis and David B. Gillis, co-defendants in this case, to perform lead paint inspections.

H. Count V of the complaint alleges that Home Free failed to ensure that Charles D. Gillis and David B. Gillis complied with all applicable

requirements of COMAR 26.16.01 and .02, in violation of COMAR 26.16.01.09I.

I. Count VI of the complaint alleges that Home Free failed to timely submit lead-free inspection certificates to the Department within 10 days of issuance, in violation of COMAR 26.16.02.05L.

J. Count VII of the complaint alleges that Home Free issued lead-free inspection certificates for properties that contained lead-based paint, in violation of COMAR 26.16.02.05A.

K. Home Free affirmatively acknowledges that, during the period it was accredited by the Department as a lead paint abatement services contractor from August 18, 2015, to March 30, 2018, Home Free issued approximately 923 lead-free inspection certificates for residential properties in Maryland, and that the certificates were based on lead-based paint inspections that were not performed in accordance with Maryland regulations.

L. It is the mutual objective of Home Free and the Department, by entering into this Consent Decree, to resolve this litigation. This Consent Decree does not resolve any violation of State law not expressly identified herein.

ORDER

NOW THEREFORE, upon stipulation and consent of the parties to this Consent Decree, this Court this _____ day of _____, 2021, **GRANTS** the request for a Consent Decree and **ORDERS** as follows:

CONSENT JUDGMENT

1. The Court hereby orders that a Consent Judgment shall be entered against Home Free in the amount of \$400,000.

RESERVATION OF RIGHTS

2. The Department reserves, and this Consent Decree is without prejudice to, all rights against Home Free with respect to the following matters: (a) civil and administrative enforcement actions for violations which occur after the effective date of this Consent Decree, (b) criminal enforcement actions, or (c) violations of State law not arising from Title 6, subtitles 8 or 10 of the Environment Article.

3. Nothing in this Consent Decree shall be construed to relieve Home Free of any violations or obligations under laws and regulations promulgated or enforced by local, municipal, or federal entities.

4. Home Free and the Department intend that nothing in this Consent Decree shall be construed as a release or covenant not to sue any third party not a signatory to this Consent Decree. Nothing contained in this Consent Decree shall affect any right, claim, cause of action, or defense of any party hereto with respect to third parties. Home Free and the Department specifically reserve any and all rights, defenses, claims, demands, and causes of action that Home Free and the

Department may have against any third parties relating in any way to the subject matters of this Consent Decree.

5. Neither the terms nor conditions of this Consent Decree, nor any act of performance by Home Free or the Department, shall collaterally estop the Department or Home Free in any other proceeding with any third party not a signatory to this Consent Decree.

6. Any modification of this Consent Decree may be made without approval of the Court but must be in writing and approved by the parties. A party shall not petition the Court for modification without having first made a good faith effort to reach agreement with the other party on such modification.

7. Home Free and the Department agree that, if any of the provisions of this Consent Decree contravene or are held to be invalid under any applicable law, such provisions shall not invalidate the Consent Decree in its entirety, but the Consent Decree shall be construed as if not containing the particular provisions and all remaining obligations of the parties shall remain in effect and in force to the maximum extent reasonable.

8. This Consent Decree shall become effective upon execution by the Court.

9. The provisions of this Consent Decree shall apply to and be binding on Home Free and its heirs, successors, and assigns.

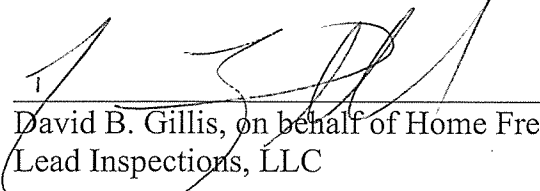
10. Kaley Laleker, the Director of the Department's Land and Materials Administration, has the authority to bind the Department in this Consent Decree.

IT IS SO ORDERED.

Judge, Circuit Court for Baltimore City

Date

CONSENTED AND AGREED TO BY:




David B. Gillis, on behalf of Home Free
Lead Inspections, LLC

3/24/2021

Date

FOR THE MARYLAND DEPARTMENT OF THE ENVIRONMENT:



Kaley Laleker, Director
Land and Materials Administration
Maryland Department of the Environment

3/25/2021

Date

Approved as to form and legal sufficiency this 25th day of March, 2021.



Christopher S. Corzine
Assistant Attorney General

MARYLAND DEPARTMENT
OF THE ENVIRONMENT,

Plaintiff,

v.

HOME FREE LEAD
INSPECTIONS, LLC, *et al.*,

Defendants.

* IN THE CIRCUIT

* COURT FOR

* BALTIMORE CITY

*

* Case No.: 24-C-20-000861

*

* * * * *

CONSENT JUDGMENT

Pursuant to the terms of the Consent Decree entered into by the Maryland Department of the Environment (the “Department”) and Home Free Lead Inspections, LLC (“Home Free”), it is this _____ day of _____, 2021,

ORDERED, that a Consent Judgment is hereby entered against Home Free in favor of the Department in the amount of \$400,000.

Judge
Circuit Court for Baltimore City