



future lead poisoning of minor children in Baltimore City and throughout Maryland and operates the “Kennedy Krieger Children’s Hospital Lead Poisoning Prevention Program”.

**VENUE**

3. The amount of this claim exceeds \$30,000.00.
4. Proper venue for this action is Baltimore City pursuant to Section 6-201 of the Cts. & Jud. Proc. Art. Ann. Code of Maryland because KKI is incorporated in Maryland, has its principal office in Baltimore City and it carries on regular business in Baltimore City and the wrongs alleged herein were committed in Baltimore City.

**BACKGROUND FACTS ABOUT THE EXPERIMENTS  
KKI PERFORMED ON CLASS MEMBERS**

5. In 1993, KKI created a nontherapeutic research program, the R&M Study, whereby it selected and caused certain classes of homes to have only partial lead paint abatement modifications performed, KKI arranged for the landlords of the homes to receive public funding by way of grants or loans to pay for the partial lead abatements.

6. KKI then selected and arranged for families with young children to rent those partially abated premises from the landlords and remain in the homes for a number of years in order for his or her blood to be periodically analyzed.

7. The purpose of the R&M experimental research was to determine the effectiveness of varying degrees of lead paint abatement. Success was to be determined by (a) measuring periodically over a two-year period of time the extent to which lead dust remained in, or returned to, the premises after these varying levels of modifications, and (b) measuring the extent to which children's blood became contaminated with lead, and (c) comparing that contamination with levels of lead dust in the houses over the same period of time.

8. In other words, KKI used these children as known guinea pigs in these lead-contaminated houses to complete this study. For this study, KKI selected children and their parents who were predominantly from a lower economic strata and minorities.

9. KKI researchers had completed a prior study on abatement and partial abatement methods that indicated that lead dust remained and/or returned to abated houses despite partial abatement. In an article reporting on that study, the very same KKI researchers said: "Exposure to lead-bearing dust is particularly hazardous for children because hand-to-mouth activity is recognized as a major route of entry of lead into the body and because absorption of lead is inversely related to particulate size." Mark R. Farfel & J. Julian Chisolm, *Health and Environmental Outcomes of Traditional and Modified Practices for Abatement of Residential Lead-Based Paint*, -80 American Journal of Public Health-1240, 1243 (1990).

10. Even after publishing this 1990 report, the KKI researchers conducted the R&M research project starting in 1993 and continuing for six years by causing children to reside in houses where the presence of lead dust was known to the researcher to be likely so that KKI researchers could periodically compare the levels of the lead dust in the houses to these children's blood lead levels over periodic two-year intervals.

11. KKI anticipated that these child guinea pigs would accumulate lead in their blood from the lead in the dust, and thereby help researchers to determine the extent to which the various partial abatement methods worked.

12. There was no complete and clear explanation in the consent agreements signed by the parents of the children that the research to be conducted was designed, at least in significant part, to measure the success of the abatement procedures by measuring the extent to which the children's blood was being contaminated.

13. In essence, the KKI researchers intended that the children be the canaries in the mines but never clearly told the parents. (It was a practice in earlier years, and perhaps even now, for subsurface miners to rely on canaries to determine whether dangerous levels of toxic gasses were accumulating in the mines. Canaries were particularly susceptible to such gasses. When the canaries began to die, the miners knew that dangerous levels of gasses were accumulating.)

14. Children were enticed into living in, lead-tainted housing and subjected to a research program which intentionally exposed them to lead poisoning in order for the extent of the contamination of these children's blood to be used by scientific researchers to assess the success of lead paint or lead dust abatement measures.

15. Nothing about the research was designed to treat the subject children for lead poisoning. As to them, the research was clearly nontherapeutic in nature. These children's health was put at risk in order to develop low-cost abatement measures that would help all children, the landlords, and the general public as well.

16. As a direct and proximate consequence, these children, their siblings and other minors visiting these partially lead abated homes ingested lead and suffered permanent brain damage and other damage.

### **CLASS ACTION ALLEGATIONS**

17. This civil action is an appropriate case to be brought and prosecuted as a class action by Plaintiffs against KKI pursuant to Md. Rule 2-231. The Class Plaintiff brings this action as a class action on their behalf and on behalf of the entire class of people similarly situated.

18. The proposed class of Plaintiffs initially consists of:

A. All children enrolled in the R&M (Repair and Maintenance) clinical trials who were exposed to lead and suffered elevated blood lead levels during the course of the clinical trials;

B. All siblings of the children enrolled in the R&M (Repair and Maintenance) clinical trials who were exposed to lead and suffered elevated blood lead levels during the course of the clinical trials;

C. All other persons who suffered elevated blood lead levels as a result of either visiting or residing in the homes of a child enrolled in the R&M clinical trials; and

19. Excluded from the definition of the class are any of the persons described in paragraphs A, B and C above who are not residents of the State of Maryland or who are, or were, employees, or related to employees of KKI.

#### **MAINTAINABILITY OF CLASS ACTION**

20. The members of the Plaintiffs Class are so numerous that the joinder of all members is impracticable. Although the Plaintiffs are not certain of the size of the class, the R&M Study was conducted for a 6-year period, and hundreds of children were enrolled in the R&M experiment, and many of them had several siblings residing in these dangerous homes.

21. There are questions of law and fact in this action common to the class including, but not limited to, (1) whether KKI's actions were taken without the informed consent of the parents who were misled into enrolling their children in the clinical trials to study lead poisoning; (2) whether KKI owed a duty to these children's parents and to their children to inform them of the actual risks of future lead exposure to their children by participating in the clinical trials; (3) whether KKI's actions which caused these child Plaintiffs to be exposed to the risk of lead exposure violated the Consumer Protection Act; (4) whether KKI's actions in

implementing the R&M Study made KKI an “operator” as contemplated under IBC Section 202.2.28 of the Baltimore City Building Code because KKI exercised charge, care, and/or control of all or any part of the R&M structure or premises such that they were “operators”; (5) whether KKI’s actions in circulating to these parents a list of homes represented to be “lead-safe” when they knew that they were not constituted an intentional misrepresentation per se; (6) whether KKI, as a researcher, had a special relationship with Plaintiffs and owed them duties imposed on a fiduciary; (7) whether KKI’s actions were taken without informed consent because, under these facts, parents cannot consent to, nontherapeutic experiments on their children; (8) whether KKI’s actions constituted a battery committed against Plaintiffs; and (9) whether KKI’s failure to inform these children and their parents or guardians that the children had been exposed to additional lead are grounds for equitable tolling of the statute of limitations.

22. The claims of the Class Plaintiffs who are representative parties are typical of the claims of the class. The Class Plaintiffs will fairly and adequately protect the interests of the class.

23. The action is properly maintained as a class action under Md. Rule 2-231(b)(1)(A) because separate actions by or against individual members of the class could create a risk of inconsistent or varying adjudications with respect to individual members of the class that could establish inconsistent standards of conduct for KKI.

24. This action is properly maintainable as a class action pursuant to Md. Rule 2-231(b)(1)(B) in that separate actions by individual members of the class would create a risk of adjudications with respect to individual members of the class which would, as a practical matter, be dispositive of the interests of other members not party to the adjudications, or would substantially impair or impede their ability to protect themselves.

25. This action is also properly maintainable as a class action pursuant to Md. Rule 2-231(b)(2) because KKI has acted or refused to act on grounds which are generally applicable to the class and have, by reason of such conduct, made appropriate final injunctive relief, or corresponding declaratory relief, with respect to the entire class as sought in this action.

26. This action is also properly maintainable under Md. Rule 2-231(b)(3), because questions of law or fact common to members of the class predominate over any questions affecting only individual members and because a class action is superior to other available methods for the fair and efficient adjudication of this controversy between the class and KKI.

27. The R&M Study conducted by KKI was carried out by KKI doctors, social workers, and environmental lead experts, all of whom participated in the solicitation and selection of these children and in the representations made to these children and their families, participated in recommendations regarding housing, and participated in the partial lead abatement housing intervention.

#### **THE DESIRABILITY OF THE CLASS**

28. The commonality of the issues of law and fact, and the potential of relatively limited liability of KKI to each class member, substantially diminishes the interest of members in the class in individually controlling the prosecution of separate actions. In addition, many of the members of the Plaintiffs Class are unaware of their rights to prosecute a claim against KKI. It is desirable that the claims be consolidated in this forum because KKI conducts regular business in Baltimore City. Most, if not all, of the witnesses reside in close proximity to Baltimore City. This class action can be managed without undue difficulty because the Class Plaintiff will vigorously pursue the interests of the class because the Class Plaintiff has suffered the same injury and losses as the other Plaintiffs.

29. Plaintiffs' counsel are experienced in class actions and other complex litigation. Plaintiff's counsel have previously litigated lead paint poisoning claims in Baltimore City and have been involved in protracted litigation with KKI involving children harmed in the R&M Study.

## FACTS

### THE R&M RESEARCH EXPERIMENT ON CHILDREN

#### A. The Design of the Experiment on Children.

30. In 1993, The Environmental Protection Agency (EPA) awarded Contract 68-D4-0001, entitled "Evaluation of Efficacy of Residential Lead Based Paint Repair and Maintenance Interventions" to KKI. KKI was to receive \$200,000 for performing its responsibilities under the contract. It was thus a compensated researcher.

31. The purpose of this research study was "to characterize and compare the short and long-term efficacy of comprehensive lead-paint abatement and less costly and potentially more cost-effective Repair and Maintenance interventions for reducing levels of lead in residential house dust which in turn should reduce lead in children's blood."

32. KKI knew that lead poisoning in children is a problem in Baltimore City and other communities across the country. Lead in paint, house dust and outside soil are major sources of lead exposure for children.

33. Lead poisoning poses a distinct danger to young children. It adversely effects their cognitive development, growth, and behavior. Extremely high levels have been known to result in seizures, coma, and even death.

34. Dr. Mark R. Farfel Sc.D., Director of KKI's Lead Abatement Department, has admitted that "the scientific goal of the [R&M] study is to document the longevity of various

lead base paint abatement strategies, factored in terms of reducing lead exposure in house dust and *the children's blood lead levels*". As Dr. Farfel further admitted, "The study design called for collection of blood lead, venous blood lead from participating children, *i.e.*, collection of *serial* blood lead levels corresponding with the dust collection campaigns and to get a baseline, two months, six months, twelve months, eighteen months evaluation."

35. The research study included five test groups, each consisting of twenty-five houses. The first three groups consisted of houses with a considerable amount of lead dust present therein and each of these three groups received assigned amounts of maintenance and repair.

36. The fourth group consisted of houses which at one time had lead present in the form of lead based paint but had since received a supposedly complete abatement of lead dust.

37. The fifth group consisted of modern houses which had never had a presence of lead dust.

38. The aim of the research study was to analyze the effectiveness of different degrees of partial lead paint abatement in reducing levels of lead dust present in these houses. The ultimate aim of the research was to find a less than complete level of abatement that would be relatively safe, but economical, so that Baltimore landlords owning lower socio-economical rental units would not abandon the units.

39. The research study was specifically designed, in part, to do less than comprehensive lead paint abatement in order to study the potential effectiveness, if any, over a period of time, of lesser levels of repair and maintenance on the presence of lead dust by measuring the presence of lead dust in these homes and correspondingly by measuring the presence of lead in the blood of these children.

40. In essence, the study at its inception was designed not only to test current levels of lead in the blood of the children, but the increase or decrease in future lead levels in the blood that would be affected by the various abatement programs. This study was also partially motivated by the reaction of property owners in Baltimore City to the cost of lead dust abatement. The cost of full abatement of such housing at times far exceeded the monetary worth of the property- in other words, the cost of full abatement was simply too high for some landlords to be able to afford to pay or be willing to pay. As a result, some lower level rental properties containing lead based paint in Baltimore had been simply abandoned and left vacant. The study was an attempt to determine whether a less expensive means of rehabilitation could be available to the owners of such properties.

41. One way the study was designed to measure the effectiveness of such abatement measures was to measure the lead dust levels in the houses at intervals and to compare them with the levels of lead found, at roughly the same intervals, in the blood of the children living in the respective houses. The project required that small children be present in the houses. To facilitate that purpose, the landlords agreeing to permit their properties to be included in the studies were encouraged, if not required, to rent the properties to tenants who had young children.

**B. Financing the Experiment on Children**

42. In return for permitting their properties to be used and in return for limiting their tenants to families with young children, KKI assisted landlords in applying for and receiving grants or loans of money to be used to perform the levels of abatement required by KKI for each class of home.

43. In the same timeframe, the Maryland Department of Housing and Community Development, an agency of the State of Maryland, was administering a grant/forgivable loan program for the landlords which distributed federal funds to reduce the risk of lead poisoning. The program was known as "The Residential Lead Abatement Program" ("RELAP"). The program was targeted to help improve the quality of housing leased to lower income families with young children at risk for lead poisoning.

44. KKI entered into a written subcontractor agreement on August 1, 1994 whereby KKI employees would administer \$500,000.00 of RELAP grants in connection with the R&M Clinical Trial. KKI employee Dr. Mark Farfel was directly responsible for negotiating the terms of the subcontractor agreement. Later, on July 22, 1997, KKI President Gary Goldstein entered into a subsequent written subcontractor agreement with the Maryland Department of Housing and Community Development to administer another \$400,000.00 in "Federal Lead Hazard Reduction Program Funds" (hereinafter "FLHRP"). These funds were earmarked for KKI's real estate activities associated with the R&M Study. By October 1997, KKI had participated in and overseen the partial lead abatement of 74 homes for use in the R&M Study.

45. KKI's responsibilities under its subcontractor agreement included identifying eligible landlord/properties, performing a structural assessment of the property, determining what lead safety improvements would be undertaken, hiring a loan processor to work within KKI offices to process paper work for loans to landlords; hiring licensed lead abatement contractors to perform the work, and inspecting the contractors' work to authorize payment from the Maryland Department of Housing and Community Development. KKI also helped facilitate grants to landlords from FLHR.

**C. Implementation of the Experiment on Children from 1993 to 1999.**

46. The research study was to be composed of two main components and a total of five groups of study houses. The first component of the study concerned the first three groups of houses. Houses in each group received different amounts of repair and maintenance. The following three groups of houses within the first component of the research study were:

Group 1-Repair & Maintenance Level I-Properties receiving a minimal level of repair and maintenance (\$1,650.00).

Group 2-Repair & Maintenance Level II-Properties receiving a greater level of repair and maintenance (\$3,500.00).

Group 3-Repair & Maintenance Level III-Properties receiving an even greater level of repair and maintenance (\$6,000.00-\$7,000.00).

47. Repair & Maintenance Level I interventions were capped at \$1,650 and included wet scraping of peeling and flaking lead-based paint and paint of unknown composition on all interior surfaces, including walls, trim, and doors; repainting of treated surfaces; installation of window well caps; repainting of all exterior window trim, repainting of all interior window sills; vacuuming of all horizontal surfaces and window components with a high efficiency particulate (HEPA) vacuum; and wet cleaning all horizontal surfaces.

48. Level II interventions were capped at \$3,500 and included all the elements of Level I intervention plus two key additional elements: use of sealants and paints to make floors smoother and more easily cleanable, and in-place window and door treatments to reduce abrasion of lead-painted surfaces.

49. Level III interventions were capped at \$6,000-\$7,000 and added window replacement and encapsulation of exterior door trim with aluminum, and the use of coverings on some floors and stairs to make them smooth and more easily climbable.

50. Measurements of lead in the blood of the children and vacuum dust samples from the houses were to be obtained at the following times: pre-intervention, immediately post intervention, and one, three, six, twelve, eighteen, and twenty-four months post intervention.

51. Measurements of lead in the exterior soil were to be obtained at pre-intervention, immediately post intervention, and twelve and twenty-four months post intervention. Measurements of lead in drinking water were to be obtained at pre-intervention, and twelve and twenty-four months post intervention. Additionally, the parents of the child subjects of the study were to fill out a questionnaire at enrollment and at six-month intervals.

52. The second component of the research study was composed of two control groups:

Group 4-Properties identified as having previously been completely abated of lead paint which were to receive no additional repair and maintenance.

Group 5-Modern Urban Dwellings-Properties constructed after 1980 and presumed not to have lead-based paint which were to receive no repair and maintenance.

53. The study called for similar collection and evaluation of blood, dust samples, soil, and drinking water for lead content at similar time intervals as the first component. Measurements of lead in blood of the children and in vacuum dust samples in these houses were to be obtained at enrollment and six, twelve, eighteen, and twenty-four months post enrollment. Measurements of lead in the exterior soil and drinking water were to be obtained at enrollment, and at twelve and twenty-four months post enrollment. The participants in the fourth and fifth groups were instructed to fill out a questionnaire at enrollment and at six-month intervals.

54. The research study was to collect data from all five groups over a period of two years.

55. There were two sets of criteria for enrollment in the research study one for the properties and one for the residents. With respect to the properties involved in the first three test groups, the researchers were looking for structurally sound properties that had been built prior to 1941 or had documented lead-based paint in the unit based upon XRF testing. Once a property was selected for use in the study, it was randomly assigned a repair and maintenance intervention level of I, II, or III.

56. With respect to the occupants, the researchers recruited families that had at least one small child. As KKI has admitted:

“For the family participant side, we were looking for families that obviously were willing to cooperate with the study by signing informed consent statements. We were looking for families that had at least one child under the age of 48 months and older than five months at the start of the study. These children were not to be mentally retarded or severely handicapped in any way that would limit their physical movement.

We were also excluding children that had sickle cell anemia, to the best of our knowledge, had sickle cell anemia.

We asked the families if they had any immediate plans to move. If they did, then they weren't eligible because we were interested in following the family over a period of years.”

57. In summary, KKI conducted a study of five test groups of twenty-five houses each. The first three groups consisted of houses known to have lead present. The amount of repair and maintenance conducted increased from Group 1 to Group 2 to Group 3. The fourth group consisted of houses, which had at one time lead present but had since allegedly received a complete abatement of lead dust. The fifth group consisted of modern houses, which had never had the presence of lead dust. The twenty-five homes in each of the first three testing levels were then to be compared to the two control groups: the twenty-five homes in Group 4 that had previously been abated and the 25 modern homes in Group 5.

58. The research study was specifically designed to do less than full lead dust abatement in some of the categories of houses in order to study the potential effectiveness, if any, of lesser levels of repair and maintenance.

59. If the children were to leave the houses upon the first manifestation of lead dust, it would be difficult, if not impossible, to test, over time, the rate of the level of lead accumulation in the blood of the children attributable to the manifestation. In other words, if the children were removed from the houses before the lead dust levels in their blood became elevated, the tests would probably fail, or at least the data that would establish the success of the test-or of the abatement results, would be of questionable use. Thus, it would benefit the accuracy of the test, and thus KKI, the compensated researcher, if children remained in the houses over the period of the study even after the presence of lead dust in the houses became evident.

60. The effect of the partial abatement interventions were determined by periodically measuring the extent to which lead dust remained in, or returned to, the premises after the interventions and by measuring the extent to which the otherwise healthy children's blood and bodies became contaminated with lead. KKI fully expected that Level I and II interventions would result in higher blood lead levels than those children residing in Level III, lead abated and modern housing.

61. The successful administration of the R&M study required that young children who were otherwise healthy be present in the study home and be exposed to varying levels of lead hazards.

62. In order to entice parents enroll their children in the R&M study, KKI promised, both verbally and by way of the Clinical Investigation Consent Form (hereinafter the IC), that in exchange for allowing their child to participate in the study, the participant's home would

receive “special repairs.... dust, soil, water, and blood samples [would] be tested for lead at the Kennedy Krieger Institute at no charge to [the parents]. [KKI] would provide the parents with specific blood-lead results [of the child research subject]. [KKI promised to] contact [the parent] to discuss a summary of house test results and steps that [the parent] could take to reduce risks of exposure.” KKI likewise made, and permitted to be made, representations to the participants and their families that the study homes were free of lead hazards.

63. KKI also attempted to ensure that the child research subjects would continue to participate in the R&M study by offering the subjects’ parents, who by design were typically economically disadvantaged, monetary payments, food stamps, gift certificates, toys, gloves, hats, various trinkets, rent payments and free transportation to and from the offices of the R&M study site.

64. KKI did not inform the parents of child research subjects of the risk of harm posed to their children by participating in the R&M study.

65. The families of the child research subjects were led to believe that by participating in the R&M study their children would receive treatment for lead poisoning and that they would be referred to housing which was free of lead-based paint hazards.

66. KKI contracted for the services of certain persons to perform periodic work in the R&M I, II and III homes as the dust wipe tests showed elevated lead levels. KKI was aware that the temporary measures they took to temporarily reduce the risks of lead hazard were inadequate, unlawful and posed an unreasonable risk of harm to the children residing or visiting in the premises. KKI was aware that, at best, the R&M I, II and III measures would provide temporarily relief from an existing lead hazard and the very design of the study was to test when that period of time expired.

67. KKI was advised by some of its contractors that the level of intervention used in the R&M I, II and III studies would not serve to protect children residing in the home unless they were regularly monitored and maintained. KKI was advised by its expert lead abatement contractors that the R&M I, II and III levels were dangerous and provided a foreseeable risk of harm to children residing in the premises.

68. As a direct result of KKI's actions, the Plaintiff and members of the class were caused to be poisoned by lead as a result of participating in the R&M clinical trial. This exposure to lead caused permanent neurological damage and other damages.

69. This action seeks redress on behalf of the Class Plaintiffs and others similarly situated for KKI's wrongful actions. The Plaintiff seeks compensatory, punitive, and declaratory relief.

**COUNT ONE**

**Declaratory Relief**  
**Equitable Tolling of Limitations Period**

70. Upon information, it is believed that KKI has never provided notice to the children in the clinical trial at any time that they had been exposed to dangerous levels of lead as a direct result of KKI's actions. In fact, the children for the clinical trials were of the ages of 12 months to 5 years of age when they were enrolled in the study and had no possible way of knowing about KKI's actions, and, therefore, any potential causes of action without some form of notice.

71. KKI has entered into a policy where it has elected not to provide clinical trial records of patients when attorneys send requests for medical records. Therefore, even when a child's treating medical records are released, the environmental records and blood test records are frequently not released to attorneys who would then not even be on inquiry notice on behalf

of their clients to investigate KKI's potential responsibility or test children enrolled in clinical trials having elevated blood lead levels and unsafe housing. KKI continues to refuse to produce these types of "medical records" of individual children unless and until a subpoena is served. KKI has engaged in a consistent course of conduct to deprive the children of the knowledge of their potential legal rights.

72. KKI also failed to advise the parents of the risks of entering the clinical trials. They continue to deprive the parents of knowledge of potential claims by virtue of not informing the parents of the actual results of lead testing in the homes or the actual blood test results. KKI also did not subsequently advise the parents of the Class Plaintiffs that KKI failed to abide by the bare minimum legal standards for safe housing by virtue of their controlling and operating the residences in which the families resided.

73. The Class Plaintiffs are entitled to a declaratory judgment that KKI's actions entitle all members of the class to an equitable tolling of the statute of limitations under Cts. & Jud. Proc. Art. 5-203.

## COUNT TWO

### Violation of Consumer Protection Act

74. The Plaintiffs hereby incorporate by reference all those facts and allegations set forth in the previous paragraphs as if fully set forth herein.

75. KKI exercised charge, care, and/or control over the R&M properties, before, during, and after the tenancy of the minor Plaintiffs. KKI determined which abatement interventions needed to be performed to make lead risk reductions. KKI advertised the property to the plaintiffs by way of a typed list entitled "lead safe properties." KKI even maintained keys to many units to show the properties to the prospective tenants. KKI negotiated the lease between the plaintiffs and the landlord. KKI entered into a separate written agreement with the

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land lord that the property must be leased only to KKI R&M participants for a period of up to 5 years and at a reduced rental rated. KKI later oversaw the lead risk modifications by hiring contactors for specific work and inspected it when completed. Pursuant to IBC Section 202.2.28 of the Baltimore City Building Code, those who exercise charge, care, and/or control of all or any part of a structure or premises are operators.

76. Pursuant to IBC Sections 113.21.1 and 113.21.2 of the Baltimore City Building Code, KKI, as operators were responsible for ensuring that the R&M properties were maintained in compliance with all provisions of the Baltimore City Building Code during the tenancy of the minor Plaintiffs.

77. At the time of the inception of the leasehold interest, KKI intentionally permitted areas throughout the buildings to have flaking, peeling, and chipping paint including, but not limited to, walls, floors, windows, window wells, banisters, outdoor porch and basement.

78. KKI intentionally failed to properly repair and abate the property before the Plaintiffs moved in despite the dangerous condition of the property. KKI did not remove these dangerous conditions at the inception of the leasehold interest.

79. Md. Com. Law Code Section 13-303 (2005) prohibits any person from engaging in any unfair or deceptive trade practice, as defined by Section 13-301 (2005), in the rental or offer for rental of consumer realty.

80. By intentionally renting property which is dangerous to the life, health and safety of the Plaintiffs, KKI committed an unfair trade practice as defined by Section 13-301(1), (2), (3), (5) and (9).

81. By intentionally renting property which was not in a "safe and sanitary" condition, KKI breached the express warranty of the lease; this breach constituted a

misrepresentation and thus a deceptive trade practice under Md. Com. Law Code Section 13-303 (2005), and defined by Sections 13-301 (1), (2), (3), (5) and (9).

82. By intentionally renting property with the conditions set forth herein, KKI breached the implied warranties of the lease which provided that the dwelling was in compliance with the Baltimore City Building Code; this breach constituted a misrepresentation and thus a deceptive trade practice under Md. Com. Law Code Section 13-303 (2005) as defined by Sections 13-301 (1), (2), (3), (5) and (9) (2005).

83. By intentionally renting property in a condition which endangered the life, health and safety of the Plaintiffs, KKI breached the implied warranty of habitability provided in Baltimore Local Public Law Sections 9-14.1 and 9-14.2; this breach constituted a misrepresentation and thus a deceptive trade practice under Md. Com. Law Code Ann. Section 13-303 (2005), as defined by Sections 13-303 (1), (2), (3), (5) and (9) (2005).

WHEREFORE, the Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against KKI finding it is liable to Plaintiffs and others similarly situated;
- B. Compensatory damages for all injuries suffered by Plaintiffs in an amount exceeding the required jurisdictional amount;
- C. The costs and expenses of this action, including attorney's fees;
- D. Pre-judgment and post-judgment interest;
- E. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and other similarly situated; and
- F. For all further and general relief as the Court deems just and necessary.

**COUNT THREE**

**Intentional Misrepresentation - Fraud/Deceit**

84. The Plaintiffs hereby incorporate by reference all those facts and allegations set forth in the previous paragraphs as if fully set forth herein.

85. Prior to the lease of the R&M properties, KKI intentionally made, and/or intentionally permitted to be made, misrepresentations to the Plaintiffs' parents regarding the condition of the premises. Those explicit and implicit intentional misrepresentations included, but were not limited to, (a) that the premises were lead safe, (b) that the premises was in habitable condition, (c) that the premises would be maintained in a habitable condition throughout the tenancy and/or time spent there, (d) that the premises was in compliance with all applicable statutes, code, and regulations pertaining to rental properties at the inception of Plaintiffs' tenancy, and (e) that the premises was safe for the Plaintiffs to reside. KKI made and/or permitted to be made these misrepresentations to the Plaintiffs' parents intending that the Plaintiffs' parents would rely upon the misrepresentations and enter into a lease for the R&M premises. Furthermore, KKI knew that the Plaintiffs' parents would rely upon the misrepresentations, and that relying on those misrepresentations would likely cause injuries to the Plaintiffs.

86. KKI knew that the misrepresentations it made to the Plaintiffs' parents were false or made with reckless disregard for the truth.

87. KKI's misrepresentations and omissions were material to induce the Plaintiffs' parents to enter into the lease.

88. The Plaintiffs' parents reasonably and justifiably relied on the misrepresentations of KKI that the R&M properties were and would be free from lead hazards. The Plaintiffs'

parents were justified in their reliance because the agents and/or employees of KKI were sophisticated, educated individuals who preyed upon the Plaintiffs' parents' lack of sophistication and education in convincing the Plaintiffs' parents that KKI's only concern was the welfare of the Plaintiffs and their family.

89. All of the injuries, damages and severe permanent disability inflicted upon the Plaintiffs set forth herein are due solely to the wrongful and intentional acts and conduct as well as omissions to act on the part of KKI, the minor Plaintiffs being in no way contributorily negligent.

WHEREFORE, the Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against KKI finding it is liable to Plaintiffs and other similarly situated;
- B. Compensatory damages for all injuries suffered by Plaintiffs in an amount exceeding the required jurisdictional amount;
- C. The costs and expenses of this action, including attorney's fees;
- D. Pre-judgment and post-judgment interest;
- E. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and other similarly situated; and
- F. For all further and general relief as the Court deems just and necessary.

#### **COUNT FOUR**

##### **Intentional Misrepresentation and Concealment of Facts by a Fiduciary**

90. The Plaintiffs hereby incorporate by reference all those facts and allegations set forth in the previous paragraphs as if fully set forth herein.

91. KKI intentionally concealed material facts that it had a duty to disclose to the Class Plaintiffs, including:

A. That children in the R&M clinical trials would be exposed to lead hazards in the housing that they were caused to live in;

B. That the siblings of the children enrolled in the R&M studies would be exposed to lead hazards in the housing that they were caused to live in;

C. That the properties that the families would live in the R&M studies would not be lead-safe;

D. That the properties that the Plaintiffs would reside or visit in the R&M studies would not meet the minimal standards for lead safety under the Maryland Environmental Code;

E. That KKI employees would only take interim measures to reduce the risks of lead hazard that were inadequate to keep the residence of the Plaintiffs safe from lead exposure;

F. That KKI employees would undertake interim reduction of lead hazard measures that KKI's employees knew would cause the children to be exposed to unacceptable lead hazards within a very short period of time;

92. KKI's employees concealed these material facts with the intent of inducing the Plaintiffs to reside in properties controlled by KKI for the purposes of pursuing the R&M studies. KKI employees knew that, had they not concealed these facts, that the Plaintiffs would have acted differently and not chosen to live in the properties that were known to have lead hazards.

93. Plaintiffs and their families elected to live in R&M clinical trial houses due to KKI's concealment of the material facts as to the true nature of the lead risks within those properties. The Plaintiffs acted in a manner different than how they would have acted had the Plaintiffs known the true facts.

94. As a proximate result of KKI's concealment, the Plaintiffs were caused to be exposed to dangerous lead hazards, ingest lead, and suffer increased elevation of their blood lead levels.

95. The Plaintiffs assert that their injuries, damages and severe permanent disabilities were substantially caused by KKI's omissions to act and KKI's intentional concealment of material facts.

96. KKI was in a special relationship and owed a fiduciary duty to the Plaintiffs such that it had a duty to inform Plaintiffs of lead hazards in the properties where the Plaintiffs' families resided.

WHEREFORE, the Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against KKI finding it is liable to Plaintiffs and other similarly situated;
- B. Compensatory damages for all injuries suffered by Plaintiffs in an amount exceeding the required jurisdictional amount;
- C. The costs and expenses of this action, including attorney's fees;
- D. Pre-judgment and post-judgment interest;
- E. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and other similarly situated; and

F. For all further and general relief as the Court deems just and necessary.

**COUNT FIVE**

**Negligent Misrepresentation**  
**Lead-Based Paint Hazards Within R&M Properties**

97. The Plaintiffs hereby incorporate by reference all those facts and allegations set forth in the previous paragraphs as if fully set forth herein.

98. KKI negligently misrepresented to the plaintiffs parents and guardians, the condition of the properties that were given by written list to R&M participants. Those explicit and implicit negligent misrepresentations included, but were not limited to, (a) that the premises were lead safe, (b) that the premises was in habitable condition, (c) that the premises would be maintained in a habitable condition throughout the tenancy and/or time spent there, (d) that the premises was in compliance with all applicable statutes, codes, and regulations pertaining to rental properties at the inception of Plaintiffs' tenancy, (e) that the premises would be maintained in compliance with all applicable statutes, codes, and regulations pertaining to rental properties throughout the Plaintiffs' tenancy, (f) that the premises was safe for the Plaintiffs to reside, and (g) that the premises were lead safe.

99. KKI made and/or permitted to be made these misrepresentations to the Plaintiffs' parents and guardians intending that the Plaintiffs' parents would rely upon the misrepresentations and enter into a lease for the premises. Furthermore, KKI knew or should have known that the Plaintiffs' parents would rely upon these misrepresentations which, because false, would cause injuries to the Plaintiffs.

100. The Plaintiffs' parents reasonably and justifiably relied on the misrepresentations of KKI, to the Plaintiffs' detriment, that the R&M properties were and would be free from lead hazards. The Plaintiffs' parents were justified in their reliance because the agents and/or

employees of KKI were sophisticated, educated individuals who preyed upon the Plaintiffs' parents' lack of sophistication and education in convincing the Plaintiffs' parents that their only concern was the welfare of the Plaintiffs.

101. KKI and/or its agents and/or employees had a duty to disclose that the R&M properties contained numerous lead based paint hazards and that the Plaintiffs were likely to sustain elevated blood lead levels as a result of residing in the property.

102. KKI was negligent in the assertion of its false statements regarding the safety of the R&M properties. KKI knew or should have known that the property contained numerous areas of lead based paint and lead-based paint dust that were dangerous to the minor Plaintiffs.

103. All of the injuries, damages and severe permanent disability inflicted upon the Plaintiffs set forth herein are due solely to the wrongful and negligent acts and omissions to act on the part of KKI herein, the minor Plaintiffs being in no way contributorily negligent.

WHEREFORE, the Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against KKI finding it is liable to Plaintiffs and other similarly situated;
- B. Compensatory damages for all injuries suffered by Plaintiffs in an amount exceeding the required jurisdictional amount;
- C. The costs and expenses of this action, including attorney's fees;
- D. Pre-judgment and post-judgment interest;
- E. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and other similarly situated; and
- F. For all further and general relief as the Court deems just and necessary.

**COUNT SIX**

**Negligent Misrepresentation**  
**Risk of Harm to Plaintiffs for R&M Study**

104. The Plaintiffs hereby incorporate by reference all those facts and allegations set forth in the previous paragraphs as if fully set forth herein.

105. KKI negligently made and/or negligently permitted to be made false representations to the Plaintiffs' parents regarding the risk of harm to the Plaintiffs if they were enrolled into the R&M study. Despite the knowledge that the R&M properties contained numerous lead-based paint hazards, including lead dust, and that it was likely they would become lead-poisoned, KKI negligently made and/or negligently permitted to be made false representations to the Plaintiffs' parents that the R&M study posed no risk of harm to the Plaintiffs.

106. KKI made and/or permitted to be made these false representations to the Plaintiffs' parents intending that the Plaintiffs' parents would rely upon these representations and allow the minor Plaintiffs to be enrolled in the R&M study. Furthermore, KKI knew or should have known that the Plaintiffs parents would rely upon the misrepresentations which, if false, would cause injuries to the Plaintiffs.

107. KKI owed a duty of care to the Plaintiffs and their parents. This duty required that KKI be accurate regarding the risks involved in participating in the R&M study. The agents and/or employees of KKI had a duty to disclose that even though they promised lead safe housing if they moved, it would be likely they would be lead poisoned if they moved into the premises.

108. KKI was negligent in the assertion of their its statements regarding the safety of the R&M Study and of the conditions of the R&M properties. KKI knew or should have known

that being involved in the R&M Study posed a significant risk of the Plaintiffs sustaining elevated blood lead levels as well as the risk involved in not properly abating the R&M properties.

109. The Plaintiffs parents reasonably and justifiably relied on the misrepresentations of KKI that their participation in the R&M study posed no risk. The Plaintiffs' parents were justified in their reliance in that the agents and/or employees of KKI were sophisticated, educated individuals who preyed upon the Plaintiffs' parents' lack of sophistication and education in convincing the Plaintiffs' parents that their only concern was for the welfare of the Plaintiffs and their family.

110. All of the injuries, damages and severe permanent disability inflicted upon the Plaintiffs set forth herein are due solely to the wrongful and negligent acts and conduct as well as omissions to act on the part of KKI herein, the minor Plaintiffs being in no way contributorily negligent.

WHEREFORE, the Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against KKI finding it is liable to Plaintiffs and other similarly situated;
- B. Compensatory damages for all injuries suffered by Plaintiffs in an amount exceeding the required jurisdictional amount;
- C. The costs and expenses of this action, including attorney's fees;
- D. Pre-judgment and post-judgment interest;
- E. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and other similarly situated; and

F. For all further and general relief as the Court deems just and necessary.

**COUNT SEVEN**

**Negligence – Breach of Duty to Properly Review and Oversee  
the R&M Study to Ensure Safety Based Upon Special Relationship**

111. The Plaintiffs hereby incorporate by reference all those facts and allegations set forth in the previous paragraphs as if fully set forth herein.

112. KKI owed a duty to the child research subjects in the R&M study by virtue of the special relationship created between child research subjects, such as the minor Plaintiffs, and researchers. KKI owed a duty to the Plaintiffs to exercise reasonable care to ensure the safety of the Plaintiffs and other child research subjects in the R&M study.

113. By virtue of that special relationship, KKI owed a duty to ensure that the Plaintiffs and other child research subjects in the R&M study were not unreasonably exposed to dangerous conditions, as a direct result of the subjects' participation in the R&M study.

114. KKI each knew or should have known that participation in the R&M study posed an unreasonably high risk that the child research subjects, including the Plaintiffs, would become lead poisoned and suffer severe and irreversible brain damage and other injuries as set forth herein.

115. KKI negligently breached the above duties and permitted the Plaintiffs to be exposed to lead-hazards contained within the R&M properties.

116. KKI placed the success of the R&M study above the safety of the Plaintiffs.

117. All of the injuries, damages and severe permanent disability inflicted upon the Plaintiffs set forth herein are due solely to the wrongful and negligent acts and conduct as well as omissions to act on the part of KKI herein, the minor Plaintiffs being in no way contributorily negligent.

WHEREFORE, the Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against KKI finding it is liable to Plaintiffs and other similarly situated;
- B. Compensatory damages for all injuries suffered by Plaintiffs in an amount exceeding the required jurisdictional amount;
- C. The costs and expenses of this action, including attorney's fees;
- D. Pre-judgment and post-judgment interest;
- E. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and other similarly situated; and
- F. For all further and general relief as the Court deems just and necessary.

**COUNT EIGHT**

**Negligence**

118. The Plaintiffs hereby incorporate by reference all those facts and allegations set forth in the previous paragraphs as if fully set forth herein.

119. KKI, as required by the study, exercised charge, care, and/or control over the R&M properties before, during, and after the tenancy of the minor Plaintiffs. In order to carry out the R&M study protocol, KKI was required to, and undertook to, decide which homes required intervention, which would receive interventions, when the family would be moved into the premises, and the type of interventions each home would receive. KKI undertook to solicit bids from contractors to perform the interventions, inspect the interventions made, and, upon completion authorize payment to the contractors for the work performed. By controlling the decisions about the scope of repairs, the manner and means of repairs and the level of interventions to be performed, KKI exercised charge, care, and/or control over the R&M

properties during the Plaintiffs' tenancy. Pursuant to IBC Section 202.2.28 of the Baltimore City Revised Code, those who exercise charge, care, or control of all or any part of a structure or premises are operators.

120. Pursuant to IBC Sections 113.21.1 and 113.21.2 of the Baltimore City Building Code, KKI, as operators were responsible for ensuring that the R&M properties were maintained in compliance with all provisions of the Baltimore City Building Code during the tenancy of the minor Plaintiffs in all matters pertaining directly or indirectly to the property and were liable for all violations of the Code in connection with the property.

121. KKI, as well as its agents, servants, and/or employees, caused and allowed the continued existence of peeling, flaking and chipping paint and paint containing lead pigment to be present on the walls, woodwork, doors, door frames, window sills, common areas and other areas of the premises thereby rendering the building and premises unsafe and dangerous as well as unfit for human habitation, especially for infants and young children, such as the Plaintiffs.

122. During their residency, Plaintiffs residing in the premises did ingest and consume paint, and paint dust which was known to KKI to contain lead pigment and lead, thereby causing the Plaintiffs to suffer severe and unremitting illness, injury and infirmities hereinafter set forth.

123. All of the injuries, damages and infirmities and permanent disabilities sustained by the Plaintiffs are due to the following:

A. The violation by the KKI of statutes, rules and regulations, including, but not limited to IPMC Section 301.4, of the Baltimore City Building Code, requiring that lead-based paint hazards be abated in accordance with the rules and regulations of the Maryland Department of the Environment and the Baltimore City Health Department.

B. The violation by the KKI of statutes, rules and regulations, including, but not limited to, IPMC Section 304.20 of the Baltimore City Building Code requiring that all walls, ceilings, woodwork, doors, and windows be kept in good, clean condition and free of any loose or peeling paint.

C. The fact that notice was provided to KKI and its duly authorized agents, servants, and/or employees of the flaking condition of the paint at the leased premises and that KKI had actual notice of the hazardous condition and nevertheless permitted this dangerous condition to go unrepaired.

D. KKI failed in their duty to warn the Plaintiffs' parents of the dangerous and defective condition of the property and the lead-based paint therein.

E. The ongoing negligence of KKI in causing, permitting and allowing the premises to become and remain in an unsafe condition despite having the duty both by agreement, common law, and by statute to inspect and conduct repairs to the property.

F. The failure of KKI to exercise, on an ongoing basis, reasonable care in the proper maintenance of the premises including, but not limited to, the walls, woodwork, doors, door frames, windows, window sills, and an outdoor porch, as well as other areas, and in a continuous failure to undertake suitable and adequate means to eradicate the aforesaid danger caused by ongoing and unremitting flaking, peeling, cracking and the deterioration of the lead-based paint referred to herein above.

G. The permitting of the lead-based paint to remain within the premises, making same unsafe and dangerous as a place for human residence, especially unsafe for the residence of minor children such as the Plaintiffs herein.

H. The ongoing failure on the part of KKI to use reasonable and prudent care to inspect, test and maintain the premises as well as remove and eradicate said lead-based paint which KKI knew or by the exercise of due care, should have known had been used and applied in the premises.

I. KKI possessed actual notice of the presence of lead-based paint and lead-based paint dust within the premises and the ongoing condition of the premises including, specifically, the presence of flaking, peeling, and cracking lead-based paint, and walls and surfaces coated with lead pigment and lead. KKI knew that the continued use and existence of the premises as it was maintained, rendered it an inherently dangerous place of residence.

124. Plaintiffs accumulated dangerous levels of lead in their bodies and all of the injuries, damages and severe permanent disability inflicted upon the Plaintiffs set forth herein are due to the wrongful and negligent acts and conduct as well as KKI's omissions to act as set forth herein, the minor Plaintiffs being in no way contributorily negligent.

WHEREFORE, the Plaintiff, on behalf of himself and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

A. A judgment against KKI finding it is liable to Plaintiffs and other similarly situated;

B. Compensatory damages for all injuries suffered by Plaintiff in an amount exceeding the required jurisdictional amount;

C. The costs and expenses of this action, including attorney's fees;

D. Pre-judgment and post-judgment interest;

E. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and other similarly situated; and

F. For all further and general relief as the Court deems just and necessary.

**COUNT NINE**  
**BATTERY**

125. The Plaintiffs re-allege and incorporate by reference the allegations contained in each of the preceding paragraphs, as if fully and completely reinstated herein.

126. Without the Plaintiffs' consent, KKI, *inter alia*: (a) intentionally engaged in an experiment to only partially abate lead in homes; (b) intentionally chose to move Plaintiffs into the homes; (c) intentionally chose to expose Plaintiffs to lead in the homes; (d) intentionally chose to misrepresent the hazards of the homes to Plaintiffs and their parents and to knowingly represent that the homes were safe; (e) intentionally make payments to the economically needy parents to induce them to move to the homes; (f) intentionally chose not to properly inspect or maintain the homes to abate lead intending that Plaintiffs would be exposed to excessive levels of lead; and, (g) intentionally chose not to inform Plaintiffs' parents of their dangerous blood lead levels.

127. Without the Plaintiffs' consent, KKI's actions resulted in exposing Plaintiffs to deadly levels of lead.

128. KKI's intentional conduct was substantially certain to result in exposing the Plaintiffs to deadly levels of lead.

129. Exposure to deadly levels of lead is harmful and offensive.

130. KKI's actions were undertaken deliberately and with actual malice.

131. As a result of KKI's actions, the Plaintiffs sustained permanent injuries. The Plaintiffs are entitled to recover damages including, but not limited to, pain and suffering, lost wages, loss of earning capacity, medical expenses and damages for all other losses and injuries caused by KKI.

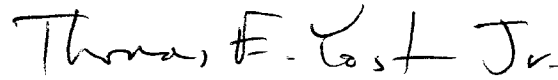
WHEREFORE, the Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against KKI finding they are liable to Plaintiffs and other similarly situated;
- B. Compensatory damages for all injuries suffered by Plaintiffs in an amount exceeding the required jurisdictional amount;
- C. The costs and expenses of this action, including attorney's fees;
- D. Pre-judgment and post-judgment interest;
- E. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and other similarly situated; and
- F. For all further and general relief as the Court deems just and necessary.

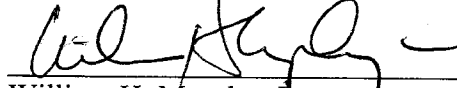
**JURY TRIAL PRAYER**

The Plaintiffs elect a trial by jury in this matter.

Respectfully submitted,



Thomas F. Yost, Jr.  
Michael A. Pulver  
Thomas F. Yost, Jr., P.A.  
341 N. Calvert Street, Suite 100  
Baltimore, MD 21202  
410-659-6800



William H. Murphy, Jr.  
Richard V. Falcon  
Mary McNamara Koch  
Murphy & Falcon, P.A.  
One South Street, 23<sup>rd</sup> Floor  
Baltimore, MD 21202  
410-951-8744

RECEIVED  
CIRCUIT COURT FOR  
BALTIMORE COUNTY  
2011 SEP 15 10 09 34

Circuit Court for Baltimore City

City or County

**CIVIL - NON-DOMESTIC CASE INFORMATION REPORT**

**DIRECTIONS:**  
*Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.*  
*Defendant: You must file an Information Report as required by Rule 2-323(h).*  
**THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.**

FORM FILED BY:  PLAINTIFF  DEFENDANT CASE NUMBER \_\_\_\_\_ (Clerk to insert)

CASE NAME: David Armstrong, Jr. vs. Kennedy Krieger Institute, Inc.  
Plaintiff Defendant

JURY DEMAND:  Yes  No Anticipated length of trial: \_\_\_\_\_ hours or \_\_\_\_\_ days  
 RELATED CASE PENDING?  Yes  No If yes, Case #(s), if known: \_\_\_\_\_

Special Requirements?  Interpreter (Please attach Form CC-DC 41)  
 ADA accommodation (Please attach Form CC-DC 49)

NATURE OF ACTION (CHECK ONE BOX)		DAMAGES/RELIEF	
<b>TORTS</b> <input type="checkbox"/> Motor Tort <input checked="" type="checkbox"/> Premises Liability <input checked="" type="checkbox"/> Assault & Battery <input type="checkbox"/> Product Liability <input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Wrongful Death <input type="checkbox"/> Business & Commercial <input type="checkbox"/> Libel & Slander <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Nuisance <input type="checkbox"/> Toxic Torts <input checked="" type="checkbox"/> Fraud <input type="checkbox"/> Malicious Prosecution <input checked="" type="checkbox"/> Lead Paint <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> Other <u>class action: battery, fraud,</u> <u>and lead paint</u>	<b>LABOR</b> <input type="checkbox"/> Workers' Comp. <input type="checkbox"/> Wrongful Discharge <input type="checkbox"/> EEO <input type="checkbox"/> Other _____ <b>CONTRACTS</b> <input type="checkbox"/> Insurance <input type="checkbox"/> Confessed Judgment <input type="checkbox"/> Other _____ <b>REAL PROPERTY</b> <input type="checkbox"/> Judicial Sale <input type="checkbox"/> Condemnation <input checked="" type="checkbox"/> Landlord Tenant <input type="checkbox"/> Other _____ <b>OTHER</b> <input type="checkbox"/> Civil Rights <input type="checkbox"/> Environmental <input type="checkbox"/> ADA <input type="checkbox"/> Other _____	<b>A. TORTS</b> <b>Actual Damages</b> <input type="checkbox"/> Under \$7,500 <input type="checkbox"/> \$7,500 - \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input checked="" type="checkbox"/> Over \$100,000 <input type="checkbox"/> Medical Bills \$ _____ <input type="checkbox"/> Property Damages \$ _____ <input type="checkbox"/> Wage Loss \$ _____	<b>B. CONTRACTS</b> <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10,000 - \$20,000 <input checked="" type="checkbox"/> Over \$20,000 <b>C. NONMONETARY</b> <input checked="" type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Injunction <input type="checkbox"/> Other _____

**ALTERNATIVE DISPUTE RESOLUTION INFORMATION**

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation  Yes  No  
 B. Arbitration  Yes  No  
 C. Settlement Conference  Yes  No  
 D. Neutral Evaluation  Yes  No

**TRACK REQUEST**

*With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL. THIS CASE WILL THEN BE TRACKED ACCORDINGLY.*

1/2 day of trial or less  
 1 day of trial time  
 2 days of trial time  
 3 days of trial time  
 More than 3 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR), AS WELL AS ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY.

Date September 14, 2011 Signature [Signature]

<b>BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM</b>	
<p style="text-align: center;"><i>For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.</i></p>	
<input type="checkbox"/> <b>Expedited</b> Trial within 7 months of Filing	<input type="checkbox"/> <b>Standard</b> Trial within 18 months of Filing
<input type="checkbox"/> EMERGENCY RELIEF REQUESTED _____	
_____ Signature <span style="float: right;">Date</span>	
<b>COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR)</b>	
<p style="text-align: center;"><i>FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO AN ASTAR RESOURCE JUDGE under Md. Rule 16-202. Please check the applicable box below and attach a duplicate copy of your complaint.</i></p>	
<input type="checkbox"/> Expedited - Trial within 7 months of Filing	<input type="checkbox"/> Standard - Trial within 18 months of Filing
<p><b>IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.</b></p>	
<b>CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)</b>	
<input type="checkbox"/> Expedited      Trial 60 to 120 days from notice. Non-jury matters.	
<input type="checkbox"/> Standard-Short      Trial 210 days.	
<input type="checkbox"/> Standard      Trial 360 days.	
<input type="checkbox"/> Lead Paint      Fill in: Birth Date of youngest plaintiff _____	
<input type="checkbox"/> Asbestos      Events and deadlines set by individual judge.	
<input checked="" type="checkbox"/> Protracted Cases      Complex cases designated by the Administrative Judge.	
<b>CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY</b>	
<p>To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is <u>not</u> an admission and may not be used for any purpose other than Track Assignment.</p>	
<input type="checkbox"/> Liability is conceded.	
<input type="checkbox"/> Liability is not conceded, but is not seriously in dispute.	
<input type="checkbox"/> Liability is seriously in dispute.	

**CIRCUIT COURT FOR BALTIMORE COUNTY**

- |   |   |
|---|---|
| <input type="checkbox"/> Expedited<br>(Trial Date-90 days)          | Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.   |
| <input type="checkbox"/> Standard<br>(Trial Date-240 days)          | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.   |
| <input type="checkbox"/> Extended Standard<br>(Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| <input type="checkbox"/> Complex<br>(Trial Date-450 days)           | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.   |