

Exhibit 25

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IN THE CIRCUIT COURT
FOR BALTIMORE CITY

QUYAISHA COLES, Minor,)
by Her Mother and Next Friend,)
VERONICA SCOTT,)
Plaintiff,)
v.)
KENNEDY KRIEGER INSTITUTE, INC.,)
et al.,)
Defendants.)

Case No.
24C01004337

DEPOSITION OF CLARK H. McNUTT
Taken in behalf of the Plaintiff

October 8, 2003

VOLUME I

* * *

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1 Q. Neither was supposed to be an abatement of lead
 2 paint hazards, though, correct?
 3 MS. IVERSON: Objection, form.
 4 BY MR. KAZMIERCZAK:
 5 Q. Was either supposed to be an abatement of lead
 6 paint hazards?
 7 A. No.
 8 Q. Who was ERI's client for doing these
 9 interventions?
 10 MS. IVERSON: What interventions?
 11 MR. KAZMIERCZAK: Interventions that he's
 12 just talked about, I believe.
 13 MS. IVERSON: I'm going to object because
 14 it's not been clear here. He's been referring
 15 to documents that are specific to 911
 16 North Collington, and, yet, you're taking
 17 broadly in terms of some contract and
 18 generality.
 19 I think if you can clarify the question, if
 20 whether he's speaking in generalities or
 21 whether he's speaking specifically to
 22 911 North Collington that would be helpful.
 23 BY MR. KAZMIERCZAK:
 24 Q. Did Kennedy Krieger ever pay ERI directly for
 25 performing level one interventions?

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1 MS. IVERSON: In what context?
 2 MR. KAZMIERCZAK: In the context of the
 3 study.
 4 MS. IVERSON: In the TLC study?
 5 MR. KAZMIERCZAK: Yes.
 6 THE WITNESS: Yes.
 7 BY MR. KAZMIERCZAK:
 8 Q. In the context of work performed by ERI in the
 9 Kennedy Krieger, TLC study who was -
 10 MR. DAILY: If you can keep it up again,
 11 I'm sorry.
 12 MR. KAZMIERCZAK: Sorry.
 13 BY MR. KAZMIERCZAK:
 14 Q. In the context of work performed by ERI in the
 15 TLC study who was ERI's client?
 16 MS. IVERSON: Objection to form. Go ahead.
 17 THE WITNESS: We invoiced Kennedy Krieger
 18 for all the work that we did.
 19 BY MR. KAZMIERCZAK:
 20 Q. Okay. So is my understanding correct that ERI
 21 had no discretion regarding the scope of
 22 environmental interventions to be performed?
 23 MS. IVERSON: Objection, form. And, again,
 24 in what context?
 25 MR. KAZMIERCZAK: Throughout the TLC study.

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1 MS. IVERSON: In anything?
 2 MR. KAZMIERCZAK: Well, let's back up,
 3 then. We'll do it this way.
 4 BY MR. KAZMIERCZAK:
 5 Q. Did ERI have any discretion at all regarding
 6 the scope of any environmental interventions
 7 performed to 911 North Collington?
 8 MS. IVERSON: Before you answer the
 9 question can I ask you to break the question
 10 down? He's spoken now about a level one
 11 intervention, which is environmental cleaning.
 12 I think that is different from the earlier
 13 questions that he was asked about the
 14 specifications. So I think you're blending
 15 these two. Which one are you talking about?
 16 MR. KAZMIERCZAK: Well, for a level one
 17 intervention.
 18 MS. IVERSON: The cleaning?
 19 MR. KAZMIERCZAK: The cleaning.
 20 BY MR. KAZMIERCZAK:
 21 Q. Did ERI have any discretion at all as to the
 22 scope of that intervention, if you will?
 23 A. No.
 24 Q. Whose discretion or whose direction were these
 25 performed according to?

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1 MS. IVERSON: Objection.
 2 THE WITNESS: Kennedy Krieger.
 3 BY MR. KAZMIERCZAK:
 4 Q. And ERI was doing this work at the behest of
 5 Kennedy Krieger?
 6 A. Yes.
 7 Q. Can you tell me what a level three intervention
 8 is or was?
 9 MS. IVERSON: In the context of the TLC
 10 study?
 11 MR. KAZMIERCZAK: Yes.
 12 MS. IVERSON: Objection to foundation. Go
 13 ahead.
 14 THE WITNESS: The TLC contract, it was
 15 three different levels of intervention on
 16 properties. It was level one, which we
 17 discussed earlier, a level two, and then a
 18 level three.
 19 Each level of intervention had a price cap.
 20 I believe the level one was \$1,750; the level
 21 two was \$3,500; and the level three was 7,000
 22 or 7,500. I may be wrong on those. They're
 23 close to that, but I can't remember.
 24 The repair and maintenance and the TLC were
 25 the same thing, but there was a few hundred

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1 dollars difference between each one.
 2 MS. IVERSON: Objection, move to strike.
 3 Go ahead.
 4 THE WITNESS: A level three intervention
 5 was designed to address the identified hazards
 6 in a property, and do that for under that price
 7 cap of \$7,000 or \$7,500.
 8 The work that was involved in a level three
 9 was primarily window replacement, floor
 10 enclosure, door replacement, wall repair, or
 11 exterior paint stabilization. Level threes
 12 were always done on vacant properties.
 13 BY MR. KAZMIERCZAK:
 14 Q. Okay. Was a level three intervention designed
 15 to be a complete abatement of the lead paint
 16 hazards in the property?
 17 A. No.
 18 Q. Okay. And, same question, did ERI have any
 19 discretion regarding the scope of a level three
 20 intervention?
 21 A. **We didn't develop the specifications.**
 22 **Kennedy Krieger did, so....**
 23 Q. So it was Kennedy Krieger's scope of work and
 24 discretion, then?
 25 MS. IVERSON: Objection, form and

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1 foundation.
 2 BY MR. KAZMIERCZAK:
 3 Q. You can answer.
 4 A. **The work we did came from Kennedy Krieger. And**
 5 **Kennedy Krieger is the one that identified the**
 6 **components and the treatments in each property.**
 7 Q. Okay. It's my understanding that -- actually,
 8 strike that.
 9 For the record, you've been provided with
 10 various documents that were provided in
 11 discovery, including health department records,
 12 Kennedy Krieger records, et cetera.
 13 Is it correct to say that ERI performed a
 14 level one intervention at 911 North Collington?
 15 MS. IVERSON: Objection.
 16 THE WITNESS: ERI did do a level one
 17 treatment on 911 North Collington.
 18 BY MR. KAZMIERCZAK:
 19 Q. Do you know why ERI was contracted to do this
 20 work regarding 911 North Collington?
 21 A. **A level one was to clean lead dust, so that was**
 22 **our contract and our contractual obligation.**
 23 **So we performed our contractual obligation on**
 24 **that property.**
 25 Q. So it was because it was lead-based paint at

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1 911 North Collington?
 2 MS. IVERSON: Objection.
 3 MR. DAILY: Guys, I'm sorry, I can't hear
 4 you.
 5 MS. IVERSON: I just objected, Frank.
 6 MR. DAILY: I heard the tail end so I
 7 couldn't quite make it out.
 8 THE WITNESS: Are you able to hear me okay?
 9 MR. DAILY: Is that you, Clark?
 10 THE WITNESS: Yes, it is.
 11 MR. DAILY: Sir, I can. The line is weird.
 12 It seems like it's electronically activated
 13 when there's sound, so it goes in and out.
 14 Sometimes voices naturally fade off, I miss the
 15 end or the beginning.
 16 MS. IVERSON: Can we go off the record for
 17 a minute?
 18 MR. KAZMIERCZAK: Sure.
 19 (Discussion held off the record.)
 20 (A break was taken from 1:18 to 1:39 p.m.)
 21 BY MR. KAZMIERCZAK:
 22 Q. Is it fair to say that ERI was also performing
 23 work at 911 North Collington because there was
 24 a child there with elevated lead blood levels?
 25 A. **I was aware that there was an EBL because there**

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1 **was an abatement notice issued by the Baltimore**
 2 **City Health Department.**
 3 Q. Okay. So for 911 North Collington's level one
 4 cleaning, the scope of that work was set forth
 5 by the Kennedy Krieger through the TLC
 6 protocols?
 7 MS. IVERSON: Objection.
 8 THE WITNESS: That's correct.
 9 BY MR. KAZMIERCZAK:
 10 Q. Okay. Did that cleaning remove all of the lead
 11 paint hazards to children at 911
 12 North Collington?
 13 A. No.
 14 Q. So lead paint hazards to children still
 15 remained there after the cleaning?
 16 MS. IVERSON: Objection.
 17 THE WITNESS: Yes.
 18 BY MR. KAZMIERCZAK:
 19 Q. Did you ever tell Kennedy Krieger, or make them
 20 aware that the cleaning left lead paint hazards
 21 to children?
 22 A. **By virtue of our written proposal it was**
 23 **identified that lead paint was left on the**
 24 **property, and that it needed to be monitored**
 25 **and maintained by others.**