

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

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| <p>DISTRICT OF COLUMBIA,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>KENMORE PEST CONTROL &amp;<br/>TERMITE SERVICES LLC</p> <p style="text-align: right;">Defendant.</p> | <p>Case No.:</p> <p>Judge:</p> |
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**CONSENT JUDGMENT AND ORDER**

Plaintiff, the District of Columbia (District), by the Office of the Attorney General, and Defendant Kenmore Pest Control & Termite Services LLC (Kenmore) agree to the entry of this Consent Judgment and Order (Consent Order) to resolve all matters in dispute in this action. The District and Kenmore agree to the relief set forth in this Consent Order, and the Court further finds that the entry of the Consent Order is in the public interest.

**PARTIES AND JURISDICTION**

1. The District, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented in this enforcement action by its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is also specifically authorized to enforce the Consumer Protection Procedures Act (CPPA) and the Brownfield Revitalization Act. *See* D.C. Code § 28-3909; D.C. Code § 8-634.07.

2. Kenmore is a Maryland-based limited liability company that regularly conducts business in the District, including advertising and providing pesticide application services. Kenmore's business office is at 8004 Marlboro Pike, Forestville, Maryland 20747. Kenmore has been performing pesticide application services in the District since at least 2019.

3. This Court has subject matter jurisdiction pursuant to D.C. Code § 8-634.07, § 28-3909, and § 11-921(a)(6). The Court has personal jurisdiction pursuant to D.C. Code § 13-423.

### **THE DISTRICT'S ALLEGATIONS**

4. The District's Complaint alleges that Kenmore violated the CPPA and Pesticide Operations Act by 1) allowing its employees, who did not have necessary licenses or registrations, to perform pesticide application in the District; 2) misrepresenting to District consumers that Kenmore always used certified and licensed employees when applying pesticides; and 3) misapplying pesticides.

5. The District's Complaint alleges that Kenmore is a responsible person under the Brownfield Revitalization Act because Kenmore misapplied restricted use pesticides, causing an unpermitted release of a hazardous substance and resulting in the District incurring response action costs.

### **DEFENDANT'S RESPONSE AND REPRESENTATIONS TO THE DISTRICT**

6. No Admission of Liability. Kenmore does not admit any liability to the District arising from the allegations in the Complaint or any of the facts and legal assertions alleged in this Consent Order.

7. Kenmore's Financial Status Representation. Kenmore has represented to the District that it has an inability to pay the maximum civil penalties based on the allegations in the Complaint.

8. Kenmore's Current Employees Representation. Kenmore has provided to the District a list of all Kenmore employees that are currently pesticide applicators and technicians.

### **INJUNCTION**

9. Future Compliance. When applying pesticides or offering pesticide application services in the District, Kenmore shall abide by all District environmental and consumer laws, including the Pesticide Operations Act, Brownfield Revitalization Act, and the CPPA.

10. Kenmore Employee Suspension of Work and Continuing Education Requirements. Kenmore shall prohibit any of its current employees (Paragraph 8) from performing pesticide application or technician services until Kenmore provides the employee with continuing education training as described in this paragraph.

- a. Within six (6) months of this Court's entry of the Consent Order, Kenmore shall ensure each employee has received eight (8) hours of training above regulatory continuing education requirements, that four (4) hours of the eight (8) hours of training for each employee is in-person training, and that two (2) hours of the eight (8) hours of training for each employee is on the subject matter of integrated pest management. The District's Department of Energy and Environment, the Maryland Department of Agriculture, or the Virginia Department of Agriculture and Consumer Services must have approved the courses that each employee attends.
- b. Prior to a Kenmore employee engaging in pesticide application or technician services, Kenmore must certify to the District that the required training has been completed by the employee and concurrently submit to the District certification

issued by the training organization documenting that the employee completed the required training.

### **PAYMENT TO THE DISTRICT**

11. Civil Penalty. For violations of District law alleged in the Complaint, Kenmore shall pay to the District a \$125,000.00 civil penalty within fifteen (15) days of this Court's entry of the Consent Order. The District may use any portion of the funds that it receives for any lawful purposes, including, but not limited to, restitution, attorneys' fees, and other costs of investigation; placement of this payment in the District's restitution fund or litigation support fund; or for other uses permitted by District law, at the sole discretion of the Attorney General for the District of Columbia.

12. Payment of the District's Response Costs. In settlement of its alleged liability for the District's response costs incurred in responding to Kenmore's hazardous substance releases at or near the Mayfair Mansion Apartments, 3754 Hayes Street NE, Washington, D.C. 20019, Kenmore shall pay to the District \$12,006.03 within fifteen (15) days of this Court's entry of the Consent Order. The District shall deposit this payment into the Clean Land Fund, D.C. Code § 8-633.08.

13. Payment Instructions. The District shall provide instructions to Kenmore for making payment by electronic funds transfer to the District. On the day of each payment, Kenmore shall send a notice of payment to the District that shall include a receipt of the payment made in accordance with the District's instructions. If any of the payments required under this Paragraph is/are late, Kenmore shall pay, in addition to any stipulated penalties owed, an additional amount for interest accrued from the payment due date until the date of payment.

14. Stipulated Penalties. If Kenmore fails to comply with the terms, conditions, or obligations of this Consent Order, Kenmore shall be liable for stipulated penalties as set forth in

this Paragraph. A violation of this Consent Order includes failing to perform any obligation required by the terms of this Consent Order. For failure to meet each obligation, Defendants shall pay stipulated penalties as set forth in the following table:

| <b>Term or Condition</b> | <b>Non-Compliance Event</b>   | <b>Stipulated Penalty</b>  |
|--------------------------|---|--|
| Par. 9                   | Failure to adhere to the District's environmental and consumer protection laws.   | \$10,000/day for each application of a restricted use pesticide that is not applied in accordance with its label; \$5000/day for each application of a non-restricted use pesticide that is not applied in accordance with its label; \$2000/day for failure to maintain proper business, pesticide operator, or applicator or technician licenses or registrations; \$1000/day for any other violation. |
| Par. 10                  | Failure to timely satisfy any continuing education requirements.                  | \$500/day.   |
| Par. 11-14               | Failure to pay civil penalties, response costs, or stipulated penalties when due. | \$500/day.   |

Kenmore shall pay any stipulated penalty within fifteen (15) days after receipt of written demand by the District to Kenmore for such penalties. Method of payment shall be in accordance with Paragraph 13. The District may, in its discretion, reduce or waive stipulated penalties otherwise due under the Consent Order.

15. Expiration of Stipulated Penalties. The Stipulated Penalties provision in Paragraph 14 shall automatically expire and terminate on the third anniversary of this Court's entry of the Consent Order.

16. Compliance Obligations. This Consent Order is not a permit, a modification of a permit, or authorization to operate any regulated business under any federal or District law or regulation. Kenmore remains responsible for achieving and maintaining compliance with applicable federal and District laws, regulations, and permits. Nothing in this Consent Order shall be construed to preclude the District from enforcing new violations of any law. Kenmore's payment of any stipulated penalty shall not impact the District's ability to obtain civil penalties for new violations of any law.

### **GENERAL PROVISIONS**

17. Modification. The Parties may apply to the Court to modify this Consent Order by agreement at any time. All non-material modifications, such as a change to the person or persons to receive notice under this Consent Order, may be made by written agreement of the Parties.

18. The Court's Jurisdiction. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order, for the purpose of resolving disputes under this Order, and for the purpose of granting such additional relief as may be necessary and appropriate.

19. Execution. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

20. Notice. All notices sent pursuant to this Consent Order shall be provided to the following e-mail address, unless a different address is specified in writing by the party changing such address:

To the District of Columbia

Wesley Rosenfeld  
Assistant Attorney General

Office of the Attorney General  
400 Sixth Street, N.W.  
Washington, D.C. 20001  
wesley.rosenfeld1@dc.gov

To the Defendant

Kenmore Pest Control & Termite Services LLC  
8004 Marlboro Pike  
Forestville, Maryland 20747  
Attn: Kenny Adeleke

Dale G. Mullen, Esquire  
Whiteford, Taylor & Preston, L.L.P.  
1021 E. Cary Street, Suite 2001  
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1800 M Street, NW, Suite 450N  
Washington, D.C. 20036  
cchaisson@whitefordlaw.com

21. Severability. If any clause, provision, or section of this Consent Order shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

22. Resolution and Release of Civil Claims. Upon Kenmore's full payment referred to in Paragraphs 11 and 12, as well as full payment of any stipulated penalties referred in Paragraph 14 that are due, the District agrees to resolve and release Kenmore from all claims that the Attorney General asserted or could have asserted pursuant to the Pesticide Operations Act, Consumer Protection Procedures Act, and the Brownfield Revitalization Act, based on the facts alleged in the Complaint.

23. The District's Ability to Revoke the Resolution and Release of Claims. The District, in its sole discretion, may revoke the resolution and release of Paragraph 22 if Kenmore made a material misrepresentation to the District regarding Kenmore's financial status (Paragraph 7) or current employee list (Paragraph 8).

**For Plaintiff District of Columbia**

BRIAN L. SCHWALB  
Attorney General for the District of Columbia

JENNIFER C. JONES  
Deputy Attorney General  
Public Advocacy Division

ARGATONIA D. WEATHERINGTON  
Chief, Housing and Environmental Justice Section

*/s/ Wesley Rosenfeld*  
WESLEY ROSENFELD [#1002428]  
Assistant Attorney General  
400 6th Street., NW  
Washington, D.C. 20001



**For Defendant**

*/s/ Christopher M. Chaisson*

CHRISTOPHER M. CHAISSON, ESQUIRE [# 1684813]

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Washington, D.C. 20036

cchaisson@whitefordlaw.com

(202)-836-8485

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge