

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT  
KANE COUNTY, ILLINOIS  
CHANCERY DIVISION



PEOPLE OF THE STATE OF ILLINOIS, )  
*ex rel.* KWAME RAOUL, Attorney General )  
of the State of Illinois, )

Plaintiff, )

v. )

FOX SHORE PRESERVATION, L.P., )  
a New York limited partnership, )

and )

LEGACY CONSTRUCTION SERVICES, LLC, )  
an Ohio limited liability company, )

Defendants. )

No.

2026-CH-000057

**VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES**

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, on his own motion and at the request of the ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“Illinois EPA”), complains of Defendants, FOX SHORE PRESERVATION, L.P., a New York limited partnership (“Fox Shore”), and LEGACY CONSTRUCTION SERVICES, LLC, an Ohio limited liability company (“Legacy”) (referred to collectively as “Defendants”), as follows:

**COUNT I**  
**SUBSTANTIAL DANGER TO THE ENVIRONMENT,**  
**PUBLIC HEALTH, AND WELFARE OF PERSONS**

1. This Count is brought on behalf of the PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, on his own motion and at the request of Illinois EPA, against Defendants pursuant to the terms and provisions of Section 43(a)

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of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/43(a) (2024), and is an action to restrain and address a substantial danger to the environment, public health, and welfare of persons. Plaintiff seeks immediate and preliminary injunctive relief and civil penalties for the release of asbestos into the environment at a ninety-four-unit, low-income subsidized apartment building located at 430 North River Street, Aurora, Kane County, Illinois (“Site”).

2. Illinois EPA is an administrative agency of the State of Illinois created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2024), and charged, *inter alia*, with the duty of enforcing the Act.

3. At all times relevant to this Verified Complaint, Fox Shore was and is a New York limited partnership duly authorized to conduct business in Illinois.

4. At all times relevant to this Verified Complaint, Fox Shore has been and is the owner of the Site.

5. At all times relevant to this Verified Complaint, Legacy was and is an Ohio limited liability company duly authorized to conduct business in Illinois.

6. Legacy is not licensed to perform asbestos abatement projects in the State of Illinois.

7. As of the date of the filing of this Verified Complaint, the Site is located in an area of Environmental Justice (“EJ”) concern as identified using Illinois EPA EJ Start.

8. The Site is a four-story, multi-unit residential building that is approximately 100,000 square feet and consists of ninety-four units, approximately sixty-one of which are occupied. The Site consists of low-income housing subsidized by the United States Department of Housing and Urban Development (“HUD”). The Site is located immediately north of Living Fox

Knoll Village, an assisted living facility, immediately south of the Lake Pointe Apartments, and immediately east of several single-family residences and businesses.

9. On November 10, 2025, or on a date better known to Defendants, Fox Shore purchased and took possession of the Site.

10. On November 10, 2025, or on a date better known to Defendants, Fox Shore hired Legacy to perform renovation work at the Site.

11. On December 17, 2025, or on a date better known to Defendants, Legacy began renovation activities at the Site. Such activities varied by apartment unit and included, but were not limited to, removing, sanding, covering, and/or repairing popcorn ceilings; cutting holes into popcorn ceilings; removing, repairing, and/or replacing drywall; removing and/or replacing floor tiles and mastic; and removing thermal system insulating material (collectively referred to as “Renovation Activities”).

12. Defendants did not retain a licensed asbestos professional to work or supervise onsite prior to commencing the Renovation Activities.

13. Renovation Activities were conducted in unoccupied units and in common areas while tenants remained in their units.

14. On information and belief, on February 13, 2026, or on a date better known to Defendants, Fox Shore received a report prepared in 2017 for the Site’s prior owner stating, among other things, that the Site’s popcorn ceilings, drywall with joint compound, floor tiles and mastic, and thermal system insulating material contains chrysotile asbestos.

15. On information and belief, on February 13, 2026, Defendants suspended all Renovation Activities at the Site.

**NOTICE**

**BY ORDER OF THE COURT THIS CASE IS HEREBY SET  
FOR CASE MANAGEMENT CONFERENCE BEFORE**

Flood, Elizabeth K **ON**

**FAILURE TO APPEAR MAY RESULT IN THE CASE BEING  
DISMISSED OR AN ORDER OF DEFAULT BEING ENTERED.** **PLEASE GO TO <https://kaneportal.co.kane.il.us/portal> for the court date at**

16. On February 24, 2026, or on a date better known to Defendants, Legacy subcontracted with EHC Industries, Inc. (“EHC”), a licensed asbestos contractor.

17. On February 25, 2026, Fox Shore, through its counsel, contacted Illinois EPA about the Renovation Activities at the Site (“February 25, 2026 Email”). Illinois EPA advised Fox Shore that all work at the Site must be suspended.

18. In its February 25, 2026 Email, Fox Shore acknowledged to Illinois EPA that Renovation Activities were performed for approximately two months without following applicable asbestos regulations, including work practices and notification procedures.

19. On February 28, 2026, and on other dates better known to Defendants, Fox Shore sent Illinois EPA copies of reports from inspections and investigations conducted at the Site, along with laboratory sample results, from 2017 to 2026. Those reports provide as follows:

- a. On March 15, 2017, ICG conducted an inspection of the Site and prepared a Physical Inspection Report (“ICG Report”), dated March 30, 2017, which provides as follows: “Additional evaluations are recommended or warranted based on ICG’s observed conditions: . . . 2) Friable suspect asbestos containing popcorn ceiling finishes was observed in numerous tenant units, corridors, parking garage and boiler room (pipe wrap). Testing recommended and friable materials be removed/disposed of according to current EPA guidelines.”
- b. On August 15, 2017, Partner Assessment Corporation d/b/a Partner Engineering and Science, Inc. (“Partner Engineering”) conducted an asbestos survey of the Site and took fifty-four samples of suspect asbestos containing material (“ACM”) from the Site (“2017 Samples”). On August

17, 2017, a laboratory analyzed the 2017 Samples for asbestos content and found that the samples of the Site's thermal system insulating material, floor tile and mastic, popcorn ceilings, drywall with joint compound, and carpet mastic contained 2% to 5% chrysotile asbestos content ("2017 Sample Results").

- c. On October 1, 2024, Partner Engineering conducted an environmental site assessment at the Site and prepared a Phase I Environmental Site Assessment Report ("Partner Engineering ESA"), dated October 14, 2024, which provides as follows: "Due to the age of the subject property building/buildings, there is a potential that asbestos-containing material (ACM) and/or lead-based paint (LBP) are present." Moreover, the Partner Engineering ESA concludes as follows: "An Operations and Maintenance (O&M) Program should be implemented in order to safely manage the suspect ACMs and LBP located at the subject property."
- d. On October 9, 2024, Partner Engineering conducted an inspection of the Site and took twenty-nine samples of suspect ACM from the Site ("2024 Samples"). On October 15, 2024, a laboratory analyzed the 2024 Samples for asbestos content and found that samples of the Site's floor tile and mastic contained 4% to 8% chrysotile asbestos content ("2024 Sample Results"). Partner Engineering prepared a Due Diligence Pre-Renovation Asbestos Survey Report ("Partner Engineering Pre-Renovation Report"), dated October 28, 2024, which provides as follows: "The ACM flooring is assumed present under carpeting and located throughout all apartments

within the property . . . Prior to disturbance, the flooring will need to be removed by a licensed abatement contractor in accordance with Illinois and federal regulations and managed under a site-specific O&M Plan.” Moreover, the Partner Engineering Pre-Renovation Report provides as follows: “A comprehensive asbestos survey should be completed to verify the presence, locations, and quantities of additional suspect ACMs . . . .”

- e. Partner Engineering prepared an Asbestos-Containing Material Operations & Maintenance Plan (“Partner Engineering O&M Plan”), dated July 15, 2025, which provides as follows: “[A] comprehensive asbestos survey was not conducted; therefore, all previously untested suspect ACM, surface applied materials, and thermal insulation should be presumed to contain asbestos until analytical results indicate otherwise.”
- f. On February 17, 2026, TRC conducted an inspection of the Site and took approximately 100 samples of suspect ACM from the Site (“2026 Samples”). On February 20, 2026, a laboratory analyzed the 2026 Samples for asbestos content and found that samples of the Site’s popcorn ceiling and drywall with joint compound contained 0.25% to 5.25% chrysotile asbestos content (“2026 Sample Results”). On February 24, 2026, TRC submitted its Limited Hazardous Materials Survey Report (“TRC Report”) to Fox Shore. The TRC Report notes that thermal system insulating material and floor tile and mastic each previously tested positive for asbestos and are assumed to be ACMs. The TRC Report includes photographs of damaged and/or removed popcorn ceilings and drywall; holes cut through popcorn

ceilings; damaged drywall; and unidentified construction debris on the floor of an apartment unit.

20. On March 3, 2026, Illinois EPA conducted an inspection of the Site and observed twenty-seven unoccupied units in various states of renovation, common areas, and the exterior of the Site (March 3, 2026 Inspection”). During the March 3, 2026 Inspection, conditions at the Site included the following:

- a. In unit 106, (i) the wall and ceiling studs were entirely exposed in the kitchen, entryway, entry closet, and bathroom, (ii) the water supply lines in the bathroom were not insulated, (iii) the studs were exposed along the base of the walls in at least two rooms, (iv) the wall studs were entirely exposed in the bedroom closet, and (v) there were long, narrow gaps in ceilings and chipped and/or torn popcorn ceilings around the ceiling gaps in the bedroom closet.
- b. In unit 108, the ceilings in the kitchen and bathroom were smooth and contained no popcorn ceiling texture.
- c. In unit 110, the ceiling in the bathroom was smooth and contained no popcorn ceiling texture.
- d. In unit 111, the ceilings in the kitchen and bathroom were smooth and contained no popcorn ceiling texture.
- e. In unit 112, (i) there were long, narrow gaps in ceilings and walls and chipped and/or torn popcorn ceilings around the ceiling gaps throughout the unit, (ii) the wall studs were exposed in the kitchen, hallway, and bedrooms, (iii) the wall and ceiling studs were exposed outside one bathroom and the

popcorn ceiling was chipped and/or torn around the ceiling studs, (iv) the walls and ceiling studs were exposed in one bathroom, (v) the water supply lines in the bathroom were not insulated, (vi) the ceiling in another bathroom was smooth and contained no popcorn ceiling texture, and (vii) floor tiles were chipped and/or missing throughout the unit.

- f. In unit 119, the ceiling in the bathroom was smooth and contained no popcorn ceiling texture.
- g. In unit 122, (i) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture, and (ii) the popcorn ceiling was cracked in one closet.
- h. In unit 123, (i) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture, and (ii) there were sections of unpainted purple drywall in the kitchen and bathroom.
- i. In unit 205, (i) there was a rectangular hole cut through the popcorn ceiling, (ii) wall studs were exposed in the bathroom, (iii) the water supply lines in the bathroom were not insulated, and (iv) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture.
- j. In unit 208, (i) there were sections of unpainted purple drywall in the kitchen and the bathroom, (ii) wall studs were exposed in the bathroom, (iii) the water supply lines in the bathroom were not insulated, and (iv) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture.

- k. In unit 210, (i) there were sections of unpainted purple drywall in the kitchen and bathroom, (ii) there was cracked popcorn ceiling in a closet, (iii) the wall studs and water supply line insulation were exposed in the bathroom, and (iv) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture.
- l. In unit 215, (i) there were sections of unpainted purple drywall in the kitchen and in a closet, (ii) there was a rectangular hole cut through the popcorn ceiling, (iii) wall studs and water supply line insulation were exposed in the bathroom, (iv) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture, and (v) the bathroom walls near the ceiling contained drips and dustings of white paint consistent with spray painting.
- m. In unit 216, (i) there were sections of unpainted purple drywall in the entry closet, kitchen, and bathroom, (ii) there was a rectangular hole cut through the popcorn ceiling, (iii) wall studs were exposed in the bathroom, (iv) there were small amounts of insulation behind the exposed wall studs in the bathroom but otherwise the water supply lines were not insulated, and (v) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture.
- n. In unit 217, (i) the popcorn ceilings were chipped and/or torn throughout, (ii) there were rectangular holes cut through popcorn ceilings, (iii) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture, (iv) wall studs were exposed in the bathroom, (v) there were

sections of unpainted purple drywall along the wall and ceiling in the bathroom, and (vi) there were small amounts of insulation behind the exposed wall studs and stuck to the wall studs in the bathroom but otherwise the water supply lines were not insulated.

- o. In unit 219, (i) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture, (ii) wall studs were exposed in the bathroom, and (iii) there were small amounts of insulation stuck to the exposed wall studs in the bathroom but otherwise the water supply lines were not insulated.
- p. In unit 224, (i) the ceilings in the entry closet, kitchen, and bathroom were smooth and contained no popcorn ceiling texture, (ii) there was water was standing in one bedroom which an Fox Shore representative identified as leaking in from the bedroom window, (iii) there was water was standing in the bathroom which an Fox Shore representative identified as leaking from the floor above, and (iv) there were sections of unpainted purple drywall along the wall and ceiling in the bathroom.
- q. In unit 303, (i) floor tiles were chipped and/or missing throughout the unit, (ii) wall studs were exposed in the kitchen, (iii) wall studs and water supply line insulation were exposed in the bathroom, and (iv) the popcorn ceiling was chipped and/or torn in the bathroom.
- r. In unit 304, (i) floor tiles were chipped and/or missing throughout the unit, (ii) the wall studs were exposed in a closet and in the kitchen, (iii) the wall studs and water supply line insulation were exposed in the bathroom, (iv) the popcorn ceiling was chipped and/or torn in the bathroom, and (v) light

from the unit immediately above unit 304 was visible through a ceiling opening in the bathroom.

- s. In unit 312, (i) the ceilings in two closets, the kitchen, and the bathroom were smooth and contained no popcorn ceiling texture, (ii) floor tiles were chipped and/or missing throughout the unit, (iii) the popcorn ceiling was chipped and/or torn throughout the unit, (iv) wall studs were exposed in the kitchen, (v) there was a section of unpainted purple drywall along the ceiling in the kitchen, (vi) wall studs were exposed in the bathroom, and (vii) the water supply lines in the bathroom were not insulated.
- t. In unit 313, (i) floor tiles were chipped and/or missing throughout the unit, (ii) wall studs were exposed in the kitchen, (iii) the popcorn ceilings were chipped and/or torn throughout the unit, (iv) the wall studs and water supply line insulation were exposed in the bathroom, (v) the popcorn ceiling was chipped and/or torn in the bathroom, and (vi) light from the unit immediately above unit 313 was visible through a ceiling opening in the bathroom.
- u. In unit 401, (i) wall studs were exposed in the kitchen, (ii) floor tiles were chipped and/or missing throughout the unit, (iii) wall studs and water supply line insulation were exposed in the bathroom, and (iv) the popcorn ceiling was chipped and/or torn in the bathroom.
- v. In unit 402, (i) floor tiles were chipped and/or missing throughout the unit, (ii) wall studs were exposed in a closet, (iii) the popcorn ceiling was chipped and/or torn in the kitchen, (iv) there was a section of unpainted purple

drywall in the kitchen, (v) wall studs were exposed in the bathroom, and (vi) there were small amounts of insulation stuck to the wall studs in the bathroom but otherwise the water supply lines were not insulated.

- w. In unit 407, (i) floor tiles were chipped and/or missing throughout the unit, (ii) wall studs were exposed in the kitchen, (iii) the wall studs were exposed in the bathroom, (iv) the water supply lines in the bathroom were not insulated, and (v) the popcorn ceiling was chipped and/or torn in the bathroom.
- x. In unit 410, (i) floor tiles were chipped and/or missing through the unit, (ii) walls were removed in the kitchen, entry closet, bathroom, and bedroom closet (iii) there were long, narrow gaps in ceilings and walls and chipped and/or torn popcorn ceilings around the ceiling gaps throughout the unit, (iv) wall studs were exposed in the entryway, (v) wall studs were exposed in the bathroom, (vi) the water supply lines in the bathroom were not insulated, and (vii) the popcorn ceiling in the bathroom was chipped and/or torn.
- y. In unit 417, (i) wall studs were exposed in the kitchen, (ii) floor tiles were chipped and/or missing throughout the unit, (iii) the popcorn ceiling was chipped and/or torn in the bathroom, and (iv) the wall studs and water supply line insulation were exposed in the bathroom.
- z. In unit 421, (i) floor tiles were chipped and/or missing through the unit, (ii) walls were entirely removed in the kitchen, entry closet, bathroom, and bedroom closet, (iii) there were long, narrow gaps in ceilings and walls and

chipped and/or torn popcorn ceilings around the ceiling gaps throughout the unit, (iv) the popcorn ceiling was chipped and/or torn throughout the unit, (v) the wall studs were exposed in the kitchen, (vi) the wall studs were exposed in the bathroom, and (vii) the water supply lines in the bathroom were not insulated.

aa. In unit 422, (i) floor tiles were chipped and/or missing throughout, (ii) the wall studs were exposed in the bathroom, (iii) the water supply lines in the bathroom were not insulated, and (iv) the ceiling in the bathroom was smooth and contained no popcorn ceiling texture.

21. During the March 3, 2026 Inspection, there was at least 800 square feet of popcorn ceiling removed, sanded, covered, and/or replaced from units at the Site.

22. During the March 3, 2026 Inspection, employees from EHC advised that Legacy hired EHC after February 13, 2026, to clean units throughout the Site. EHC advised that after cleaning a unit the front door is “sealed” with a plastic sheet. During the March 3, 2026 Inspection, most doors with plastic sheets were not sealed to the floor, thereby allowing contaminated air to reenter the unit.

23. During the March 3, 2026 Inspection, there was evidence of unpainted drywall throughout the shared hallway connecting first floor residential units consistent with drywall patching.

24. During the March 3, 2026 Inspection, there was one dumpster located at the northwest corner of the Site that contained yard waste and various household items, including furniture. During the March 3, 2026 Inspection, there was a second dumpster located on the south

side of the Site that contained cardboard boxes, closet shelves, light fixtures, and a sheet of engineered wood.

25. During the March 3, 2026 Inspection, there were two portable restrooms at the south side of the Site.

26. Defendants never submitted a written notice of renovation to Illinois EPA prior to the commencement of the Renovation Activities at the Site.

27. Asbestos is a known human carcinogen for which there is no safe level of exposure, is known to increase the risk of cancer in humans, and exposure to asbestos has been associated with adverse health effects such as lung cancer and mesothelioma. Agency for Toxic Substances and Disease Registry, U.S. Centers for Disease Control and Prevention, ToxFAQs for Asbestos, available at [https://wwwn.cdc.gov/TSP/ToxFAQs/ToxFAQsDetails.aspx?faqid=29&toxid=4#:~:text=It%20is%20known%20that%20breathing,abdominal%20cavity%20\(the%20peritoneum\)](https://wwwn.cdc.gov/TSP/ToxFAQs/ToxFAQsDetails.aspx?faqid=29&toxid=4#:~:text=It%20is%20known%20that%20breathing,abdominal%20cavity%20(the%20peritoneum)) (last visited May 5, 2026).

28. Section 43(a) of the Act, 415 ILCS 5/43(a) (2024), provides as follows:

- (a) In circumstances of substantial danger to the environment or to the public health of persons or to the welfare of persons where such danger is to the livelihood of such persons, the State's Attorney or Attorney General, upon request of the Agency or on his own motion, may institute a civil action for an immediate injunction to halt any discharge or other activity causing or contributing to the danger or to require such other action as may be necessary. The court may issue an ex parte order and shall schedule a hearing on the matter not later than 3 working days from the date of injunction.

29. By causing, threatening, or allowing Renovation Activities at the Site while popcorn ceilings, drywall with joint compound, floor tile and mastic, and thermal system insulating material containing asbestos were present, Fox Shore, as owner, caused, threatened, or allowed

the improper removal, handling, and/or disposal of ACM and asbestos-containing waste material (“ACWM”) and thus, caused, threatened, or allowed the release of asbestos fibers, a known human carcinogen, into the environment.

30. By causing, threatening, or allowing Renovation Activities at the Site while popcorn ceilings, drywall with joint compound, floor tile and mastic, and thermal system insulating material containing asbestos were present, Legacy, as contractor, caused, threatened or allowed the improper removal, handling, and/or disposal of ACM and ACWM and thus, caused, threatened, or allowed the release of asbestos fibers, a known human carcinogen, into the environment.

31. By failing to properly remove, handle, and/or dispose of ACM and ACWM, Fox Shore, as owner, by its actions and omissions as alleged herein, caused or allowed the release of asbestos, a known human carcinogen, and created circumstances of substantial danger to the environment and the public health and welfare of Illinois’ citizens, in violation of the requirements of the Act.

32. By failing to properly remove, handle, and/or dispose of ACM and ACWM, Legacy, as contractor, by its actions and omissions as alleged herein, caused or allowed the release of asbestos, a known human carcinogen, and created circumstances of substantial danger to the environment and the public health and welfare of Illinois’ citizens, in violation of the requirements of the Act.

33. The substantial danger to the environment and to the public health and welfare of Illinois’ citizens shall continue until such time as Defendants properly remove and dispose of the ACM and ACWM and take proper measures to address the contamination or potential contamination of asbestos throughout the Site and surrounding environment.

34. The substantial danger alleged herein will continue or recur unless and until this Court grants equitable relief in the form of preliminary and, after trial, permanent injunctive relief.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, respectfully requests that this Court grant an immediate and preliminary injunction in favor of Plaintiff and against Defendants, FOX SHORE PRESERVATION, L.P., a New York limited partnership, and LEGACY CONSTRUCTION SERVICES, LLC, an Ohio limited liability company, on this Court I as follows:

1. Finding that Defendants have each created and maintained a substantial danger to the environment, public health, and the welfare of persons;

2. Enjoining Defendants from creating or maintaining any further substantial endangerment pursuant to Section 43(a) of the Act, 415 ILCS 5/43(a) (2024);

3. Ordering Defendants to take all necessary actions to properly address the substantial danger to the environment, public health and the welfare of persons, including but not limited to removing and disposing of the ACM, hiring a licensed asbestos abatement professional to develop a project design to remove and dispose of the ACM, and taking proper measures to abate the migration of asbestos throughout the Site and surrounding environment, submitting to Illinois EPA a detailed summary of all asbestos removal, renovation, and/or demolition activities at the Site within thirty days of completion, and to comply with all federal, state, and local rules and regulations in all future renovation and/or demolition activities involving ACM;

4. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2024), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

5. Granting such other relief as this Court deems appropriate and just.

**COUNT II**  
**AIR POLLUTION**

1. This Count is brought on behalf of the PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, on his own motion and at the request of Illinois EPA, pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2024).

2-29. Plaintiff re-alleges and incorporates herein by reference paragraphs 2 through 27 and paragraphs 29 and 30 of Count I, as paragraphs 2 through 29 of this Count II.

30. Section 9(a) of the Act, 415 ILCS 5/9(a) (2024), provides as follows:

No person shall:

- (a) Cause or threaten or allow the discharge or emission of any contaminant into the environment in any State so as to cause or tend to cause air pollution in Illinois, either alone or in combination with contaminants from other sources, or so as to violate regulations or standards adopted by the Board under this Act.

31. Section 201.141 of the Illinois Pollution Control Board (“Board”) Air Pollution Regulations, 35 Ill. Adm. Code 201.141, provides, in pertinent part, as follows:

No person shall cause or threaten or allow the discharge or emission of any contaminant into the environment in any State so as, either alone or in combination with contaminants from other sources, to cause or tend to cause air pollution in Illinois, or so as to violate the provisions of this Chapter . . .  
.

32. Section 3.315 of the Act, 415 ILCS 5/3.315 (2024), provides the following definition:

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, state agency, or any other legal entity, or their legal representative, agent or assigns.

33. Fox Shore, a limited partnership, is a “person” as that term is defined in Section 3.315 of the Act, 415 ILCS 5/3.315 (2024).

34. Legacy, a limited liability company, is a “person” as that term is defined in Section 3.315 of the Act, 415 ILCS 5/3.315 (2024).

35. Section 3.165 of the Act, 415 ILCS 5/3.165 (2024), provides the following definition:

“Contaminant” is any solid, liquid, or gaseous matter, any odor, or any form of energy, from whatever source.

36. Asbestos is a “contaminant” as that term is defined in Section 3.165 of the Act, 415 ILCS 5/3.165 (2024).

37. Section 3.115 of the Act, 415 ILCS 5/3.115 (2024), provides the following definition:

“Air pollution” is the presence in the atmosphere of one or more contaminants in sufficient quantities and of such characteristics and duration as to be injurious to human, plant, or animal life, to health, or to property, or to unreasonably interfere with the enjoyment of life or property.

38. The release of asbestos, a contaminant, into the atmosphere may cause injury to human and animal life and health, and can cause injuries that unreasonably interfere with the enjoyment of life and property. The release of asbestos into the atmosphere is therefore “air pollution” as that term is defined in Section 3.115 of the Act, 415 ILCS 5/3.115 (2024).

39. Fox Shore caused or allowed the improper removal, handling, and/or storage of ACM at the Site, including allowing asbestos-containing popcorn ceiling, drywall with joint compound, floor tile and mastic, and thermal system insulating material to remain at the Site within the unsecured on-site dumpsters and causing, threatening, or allowing the release of dust from the disturbed asbestos-containing popcorn ceiling, drywall with joint compound, floor tile and mastic,

and thermal system insulating material within and outside the Site, and thereby caused, threatened, or allowed the discharge or emission of asbestos into the environment. By causing threatening, or allowing the discharge or emission of asbestos, a contaminant, into the environment so as to cause or tend to cause air pollution, Fox Shore violated Section 9(a) of the Act, 415 ILCS 5/9(a) (2024), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141.

40. Legacy caused the improper removal, handling, and/or storage of ACM at the Site, including damaging and removing the asbestos-containing popcorn ceiling, drywall with joint compound, floor tile and mastic, and thermal system insulating material and allowing asbestos-containing popcorn ceiling, drywall with joint compound, floor tile and mastic, and thermal system insulating material to remain at the Site within the unsecured on-site dumpsters, and causing, threatening, or allowing the release of dust from the disturbed asbestos-containing popcorn ceiling, drywall with joint compound, floor tile and mastic, and thermal system insulating material within and outside the Site, and thereby caused, threatened, or allowed the discharge or emission of asbestos into the environment. By causing threatening, or allowing the discharge or emission of asbestos, a contaminant, into the environment so as to cause or tend to cause air pollution, Legacy violated Section 9(a) of the Act, 415 ILCS 5/9(a) (2024), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141.

41. Violations of the pertinent environmental statute and regulation will continue unless and until this Court grants equitable relief in the form of preliminary and, after trial, permanent injunctive relief.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, respectfully requests that this Court enter a preliminary injunction and, after trial, a permanent injunction in favor of

Plaintiff and against Defendants, FOX SHORE PRESERVATION, L.P., a New York limited partnership, and LEGACY CONSTRUCTION SERVICES, LLC, an Ohio limited liability company, on this Count II as follows:

1. Finding that Defendants have each violated Section 9(a) of the Act, 415 ILCS 5/9(a) (2024), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141;

2. Enjoining Defendants from any further violations of Section 9(a) of the Act, 415 ILCS 5/9(a) (2024), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141;

3. Ordering Defendants to undertake all necessary corrective action that will result in a final and permanent abatement of the violations of Section 9(a) of the Act, 415 ILCS 5/9(a) (2024), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141;

4. Assessing against each Defendant, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2024), a civil penalty of One Hundred Thousand Dollars (\$100,000.00) for each violation of the Act and Board regulations, and an additional Twenty-Five Thousand Dollars (\$25,000.00) for each day during which the violations continued, with an annual increase on July 1st of each subsequent year calculated pursuant to Section 42(l) of the Act, 415 ILCS 5/42(l) (2024);

5. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2024), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.

**COUNT III**  
**VIOLATION OF ASBESTOS EMISSION CONTROL PROCEDURES BY**  
**FAILING TO INSPECT FOR ASBESTOS**

1-30. Plaintiff re-alleges and incorporates by reference paragraphs 2 through 27 of Count I, and paragraphs 1 and 32 through 34 of Count II as paragraphs 1 through 30 of this Count III.

31. Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024), provides, in pertinent part, as follows:

(d) No person shall:

(1) violate any provisions of Sections 111, 112, 165 or 173 of the Clean Air Act, as now or hereafter amended, or federal regulations adopted pursuant thereto; . . . .

32. Section 112(d)(1) of the Clean Air Act, 42 U.S.C. § 7412(d)(1), provides in pertinent part, as follows:

The Administrator shall promulgate regulations establishing emission standards for each category or subcategory of major sources and area sources of hazardous air pollutants listed for regulation . . . .

33. Subpart M of Title 40, Part 61 of the Code of Federal Regulations (“C.F.R.”) was adopted pursuant to Section 112 of the Clean Air Act as part of the National Emissions Standards for Hazardous Air Pollutants (“NESHAP”) regulations. Subpart M contains the NESHAP for asbestos (“Asbestos NESHAP”). The standards of 40 C.F.R 61, Subpart M are enforceable in the State of Illinois pursuant to Section 9(d)(1) of the Act, 415 ILCS 5/9(d)(1) (2024).

34. Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, provides, in pertinent part, the following definitions:

*Adequately wet* means sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

*Asbestos* means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

*Asbestos-containing waste materials* means mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

*Category I nonfriable asbestos-containing material (ACM)* means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

*Category II nonfriable ACM* means any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

*Commercial asbestos* means any material containing asbestos that is extracted from ore and has value because of its asbestos content.

*Cutting* means to penetrate with a sharp-edged instrument and includes sawing, but does not include shearing, slicing, or punching.

*Facility* means any . . . commercial, public, . . . or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units) . . . .

*Facility component* means any part of a facility including equipment.

*Friable asbestos material* means any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure . . . .

*Leak-tight* means that solids or liquids cannot escape or spill out. It also means dust-tight.

*Nonfriable asbestos-containing material* means any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

*Owner or operator of a demolition or renovation activity* means any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

*Regulated asbestos-containing material (RACM)* means (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

*Remove* means to take out RACM or facility components that contain or are covered with RACM from any facility.

*Renovation* means altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

*Strip* means to take off RACM from any part of a facility or facility components.

*Visible emissions* means any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

*Working day* means Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

35. The Site is a ninety-four-unit residential building and is therefore a “facility” as that term is defined in Section 61.141 of the Asbestos NESHP, 40 C.F.R. § 61.141.

36. The Site contains “friable asbestos material”, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, in the form of the popcorn ceiling, drywall with joint compound, and thermal system insulating material.

37. At a minimum, at least 800 square feet of the popcorn ceiling, as well as drywall with joint compound, and thermal system insulating material throughout the Site previously identified as friable asbestos material are “regulated asbestos-containing material” (“RACM”), as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, because when dry, can each be crumbled, pulverized, or reduced to powder by hand pressure.

38. The Site contains “Category I nonfriable ACM”, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, in the form of floor tile and tile mastic.

39. At a minimum, the floor tiles and tile mastic at the Site previously identified as Category I nonfriable ACM are RACM, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, because they were rendered friable and/or have been subjected to sanding, grinding, cutting, or abrading.

40. Activities at the Site included altering the Site by the stripping or removal of RACM from “facility components”, including the popcorn ceiling, drywall with joint compound, tile floor and mastic, and thermal system insulating material and was therefore a “renovation” of the Site as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

41. Fox Shore is the owner of the Site and is therefore an “owner” of a renovation activity, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

42. Legacy operated, controlled, and/or supervised the renovation operations at the Site and is therefore an “operator” of a renovation activity, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

43. Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), provides, in pertinent part, as follows:

- (a) **Applicability.** To determine which requirements of paragraphs (a), (b), and (c) of this section apply to the owner or operator of a demolition or renovation activity and prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II nonfriable ACM . . . .

44. By commencing Renovation Activities, including removing, sanding, covering, and/or replacing at least 800 square feet of popcorn ceilings from units at the Site, without conducting a comprehensive asbestos survey to verify the presence, locations, and quantities of additional suspect ACMs as was advised in the Partner Engineering Pre-Renovation Report, *see* Count I, ¶ 19.d, without presuming that the surface applied popcorn ceilings were ACM as was advised in the Partner Engineering O&M Plan, *see* Count I, ¶ 19.e, without receiving the ICG Report prior to commencing Renovation Activities, *see* Count I, ¶¶ 14 and 19.a, and without retaining a licensed asbestos professional to work or supervise onsite prior to commencing Renovation Activities, Fox Shore, as owner, failed to thoroughly inspect the Site for the presence of asbestos prior to the commencement of Renovation Activities.

45. By commencing Renovation Activities, including removing, sanding, covering, and/or replacing at least 800 square feet of popcorn ceilings from units at the Site, without conducting a comprehensive asbestos survey to verify the presence, locations, and quantities of additional suspect ACMs as was advised in the Partner Engineering Pre-Renovation Report, *see* Count I, ¶ 19.d, without presuming that the surface applied popcorn ceilings were ACM as was advised in the Partner Engineering O&M Plan, *see* Count I, ¶ 19.e, without receiving the ICG Report prior to commencing Renovation Activities, *see* Count I, ¶¶ 14 and 19.a, and without

retaining a licensed asbestos professional to work or supervise onsite prior to commencing Renovation Activities, Legacy, as operator, failed to thoroughly inspect the Site for the presence of asbestos prior to the commencement of Renovation Activities.

46. By failing to thoroughly inspect the Site for the presence of asbestos, Fox Shore violated Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a).

47. By violating Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), Fox Shore thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024).

48. By failing to thoroughly inspect the Site for the presence of asbestos, Legacy violated Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a).

49. By violating Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), Legacy thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024).

50. Violations of the pertinent environmental statute and regulation will continue unless and until this Court grants equitable relief in the form of preliminary and, after trial, permanent injunctive relief.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, respectfully requests that this Court enter a preliminary injunction and, after trial, a permanent injunction in favor of Plaintiff and against Defendants, FOX SHORE PRESERVATION, L.P., a New York limited partnership, and LEGACY CONSTRUCTION SERVICES, LLC, an Ohio limited liability company, on this Count III as follows:

1. Finding that Defendants have each violated Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024);

2. Enjoining Defendants from any further violations of Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024);

3. Ordering Defendants to undertake all necessary corrective action that will result in a final and permanent abatement of Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024);

4. Assessing against each Defendant, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2024), a civil penalty of One Hundred Thousand Dollars (\$100,000.00) for each violation of the Act and the Asbestos NESHAP, and an additional Twenty-Five Thousand Dollars (\$25,000.00) for each day during which the violations continued, with an annual increase on July 1st of each subsequent year calculated pursuant to Section 42(l) of the Act, 415 ILCS 5/42(l) (2024) ;

5. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2024), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.

**COUNT IV**  
**FAILURE TO ADEQUATELY WET RACM DURING REMOVAL**

1-42. Plaintiff re-alleges and incorporates by reference paragraphs 2 through 27 of Count I, paragraphs 1 and 32 through 34 of Count II, and paragraphs 31 through 42 of Count III as paragraphs 1 through 42 of this Count IV.

43. Section 61.145(a)(4)(i) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a)(4)(i), provides, in pertinent part, as follows:

- (a) . . . The requirements of paragraphs (b) and (c) of this section apply to each owner or operator of a demolition or renovation activity, including the removal of RACM as follows:

\* \* \*

- (4) In a facility being renovated, including any individual nonscheduled renovation operation, all the requirements of paragraphs (b) and (c) of this section apply if the combined amount of RACM to be stripped, removed, dislodged, cut, drilled, or similarly disturbed is
  - (i) At least 80 linear meters (260 linear feet) on pipes or at least 15 square meters (160 square feet) on other facility components, . . . .

44. The at least 800 square feet of popcorn ceilings located throughout the more than 100,000 square foot Site exceeds the minimum 160 square feet of RACM necessary to establish the applicability of the Asbestos NESHAP, pursuant to Section 61.145(a)(4)(i) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a)(4)(i).

45. The requirements of paragraph (c) of Section 61.145 of the Asbestos NESHAP, 40 C.F.R. § 61.145(c), applied to the renovation work conducted at the Site.

46. Section 61.145(c) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c), provides, in pertinent part as follows:

- (c) Procedures for asbestos emission control. Each owner or operator of a demolition or renovation activity to whom this paragraph applies, according to paragraph (a) of this section, shall comply with the following procedures:
  - (1) Remove all RACM from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal . . . .

\* \* \*

- (2) When a facility component that contains, is covered with, or is coated with RACM is being taken out of the facility as a unit or in sections:
  - (i) Adequately wet all RACM exposed during cutting or disjoining operations; and
  - (ii) Carefully lower each unit or section to the floor and to ground level, not dropping, throwing, sliding, or otherwise damaging or disturbing the RACM.
  
- (3) When RACM is stripped from a facility component while it remains in place in the facility, adequately wet the RACM during the stripping operation.
 

\* \* \*
  
- (4) After a facility component covered with, coated with, or containing RACM has been taken out of the facility as a unit or in sections pursuant to paragraph (c)(2) of this section, it shall be stripped or contained in leak-tight wrapping . . . .
 

\* \* \*
  
- (6) For all RACM, including material that has been removed or stripped:
  - (i) Adequately wet the material and ensure that it remains wet until collected and contained or treated in preparation for disposal in accordance with § 61.150; and
  - (ii) Carefully lower the material to the ground and floor, not dropping, throwing, sliding, or otherwise damaging or disturbing the material.

47. Beginning in December 2025, on a date better known to Defendants, Fox Shore, as owner, failed to remove all RACM from the Site before beginning Renovation Activities that broke up, dislodged, or similarly disturbed the RACM.

48. Beginning in December 2025, on a date better known to Defendants, Fox Shore, as owner, failed to adequately wet all RACM during cutting or disjoining operations and failed to carefully lower each unit or section without disturbing the RACM.

49. Beginning in December 2025, on a date better known to Defendants, Fox Shore, as owner, failed to wet RACM during stripping operations.

50. Beginning in December 2025, on a date better known to Defendants, Fox Shore, as owner, failed to contain each RACM unit or section in leak-tight wrapping.

51. Beginning in December 2025, on a date better known to Defendants, Fox Shore, as owner, failed to ensure RACM remained wet until it could be collected and contained or treated in preparation for disposal.

52. Beginning in December 2025, on a date better known to Defendants, Legacy, as operator, failed to remove all RACM from the Site before beginning Renovation Activities that broke up, dislodged, or similarly disturbed the RACM.

53. Beginning in December 2025, on a date better known to Defendants, Legacy, as operator, failed to adequately wet all RACM during cutting or disjoining operations and failed to carefully lower each unit or section without disturbing the RACM.

54. Beginning in December 2025, on a date better known to Defendants, Legacy, as operator, failed to wet RACM during stripping operations.

55. Beginning in December 2025, on a date better known to Defendants, Legacy, as operator, failed to contain each RACM unit or section in leak-tight wrapping.

56. Beginning in December 2025, on a date better known to Defendants, Legacy, as operator, failed to ensure RACM remained wet until it could be collected and contained or treated in preparation for disposal.

57. By failing to remove all RACM from the Site before beginning Renovation Activities, failing to adequately wet and carefully lower the RACM, failing to contain RACM in leak-tight wrapping, and failing to ensure that RACM remained wet, Fox Shore violated Section 61.145(c)(1), (2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), (2), (3), (4), and (6), thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024).

58. By failing to remove all RACM from the Site before beginning Renovation Activities, failing to adequately wet and carefully lower the RACM, failing contain RACM in leak-tight wrapping, and failing to ensure that RACM remained wet, Legacy violated Section 61.145(c)(1), (2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), (2), (3), (4), and (6), thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024).

59. Violations of the pertinent environmental statute and regulations will continue unless and until this Court grants equitable relief in the form of preliminary and, after trial, permanent injunctive relief.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, respectfully requests that this Court enter a preliminary injunction and, after trial, a permanent injunction in favor of Plaintiff and against Defendants, FOX SHORE PRESERVATION, L.P., a New York limited partnership, and LEGACY CONSTRUCTION SERVICES, LLC, an Ohio limited liability company, on this Count IV as follows:

1. Finding that Defendants have each violated Section 61.145(c)(1), (2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), (2), (3), (4), and (6), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024);

2. Enjoining Defendants from any further violations of Section 61.145(c)(1), (2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), (2), (3), (4), and (6), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024);

3. Ordering Defendants to cease and desist from any further violations of Section 61.145(c)(1), (2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), (2), (3), (4), and (6), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024);

4. Assessing against each Defendant, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2024), a civil penalty of One Hundred Thousand Dollars (\$100,000.00) for each violation of the Asbestos NESHAP and the Act, and an additional Twenty-Five Thousand Dollars (\$25,000.00) for each day during which the violations continued, with an annual increase on July 1st of each subsequent year calculated pursuant to Section 42(l) of the Act, 415 ILCS 5/42(l) (2024);

5. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2024), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.

**COUNT V**  
**HANDLING ASBESTOS WITHOUT A TRAINED,**  
**ON-SITE REPRESENTATIVE**

1-45. Plaintiff re-alleges and incorporates by reference paragraphs 2 through 27 of Count I, paragraphs 1 and 32 through 34 of Count II, paragraphs 31 through 42 of Count III, and paragraphs 43 through 45 of Count IV as paragraphs 1 through 45 of this Count V.

46. Section 61.145(c)(8) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(8), includes the following requirements for the disposal of RACM during renovation activities:

Effective 1 year after promulgation of this regulation, no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management-level person or other authorized representative, trained in the provisions of this regulation and the means of complying with them, is present . . . .

47. Fox Shore, as owner, caused or allowed RACM at a facility subject to 40 C.F.R. § 61.145 (“Regulated Facility”) to be stripped, removed, or otherwise handled or disturbed RACM without having at least one on-site representative trained in the provisions of the Asbestos NESHAP and the means of complying with them present.

48. Legacy, as operator, stripped, removed, or otherwise handled or disturbed RACM at a Regulated Facility without having at least one on-site representative trained in the provisions of the Asbestos NESHAP and the means of complying with them present.

49. By causing or allowing RACM at a Regulated Facility to be stripped, removed, or otherwise handled or disturbed without at least one on-site representative trained in the provisions of and compliance with the Asbestos NESHAP present, Fox Shore violated Section 61.145(c)(8) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(8), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024).

50. By stripping, removing, or otherwise handling or disturbing RACM at a Regulated Facility without at least one on-site representative trained in the provisions of and compliance with the Asbestos NESHAP present, Legacy violated Section 61.145(c)(8) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(8), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024).

51. Violations of the pertinent environmental statute and regulation will continue unless and until this Court grants equitable relief in the form of preliminary and, after trial, permanent injunctive relief.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, respectfully requests that this Court enter a preliminary injunction and, after trial, a permanent injunction in favor of Plaintiff and against Defendants, FOX SHORE PRESERVATION, L.P., a New York limited partnership, and LEGACY CONSTRUCTION SERVICES, LLC, an Ohio limited liability company, on this Count V as follows:

1. Finding that Defendants have each violated Section 61.145(c)(8) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(8), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024);
2. Enjoining Defendants from any further violations of Section 61.145(c)(8) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(8), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024);
3. Ordering Defendants to cease and desist from any further violations of Section 61.145(c)(8) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(8), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024);
4. Assessing against each Defendant, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2024), a civil penalty of One Hundred Thousand Dollars (\$100,000.00) for each violation of the Asbestos NESHAP and the Act, and an additional Twenty-Five Thousand Dollars (\$25,000.00) for each day during which the violations continued, with an annual increase on July 1st of each subsequent year calculated pursuant to Section 42(l) of the Act, 415 ILCS 5/42(l) (2024);
5. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2024), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.

**COUNT VI**  
**FAILURE TO PROVIDE WRITTEN NOTICE OF RENOVATION**  
**PRIOR TO RENOVATION ACTIVITES**

1-45. Plaintiff re-alleges and incorporates by reference paragraphs 2 through 27 of Count I, paragraphs 1 and 32 through 34 of Count II, paragraphs 31 through 42 of Count III, and paragraphs 43 through 45 of Count IV as paragraphs 1 through 45 of this Count VI.

46. The requirements of paragraph (b) Section 61.145 of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), applied to the renovation work conducted at the Site.

47. Section 9.13(a) and (b) of the Act, 415 ILCS 5/9.13(a) and (b) (2024), provides as follows:

- (a) For any site for which the owner or operator must file an original 10-day notice of intent to renovate or demolish pursuant to 40 CFR 61.145(b) (part of the federal asbestos National Emission Standard for Hazardous Air Pollutants or NESHAP), the owner or operator shall pay to the Agency with the filing of each 10-day Notice a fee of \$150.
- (b) If demolition or renovation of a site has commenced without proper filing of the 10-day Notice, the fee is double the amount otherwise due. This doubling of the fee is in addition to any other penalties under this Act, the federal NESHAP, or otherwise, and does not preclude the Agency, the Attorney General, or other authorized persons from pursuing an enforcement action against the owner or operator for failure to file a 10-day Notice prior to commencing demolition or renovation activities.

48. Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), provides, in pertinent part, as follows:

- (b) Notification requirements. Each owner or operator of a demolition or renovation activity to which this section applies shall:
  - (1) Provide the Administrator with written notice of intention to demolish or renovate . . . .

\* \* \*

(3) Postmark or deliver the notice as follows:

- (i) At least 10 working days before asbestos stripping or removal work or any other activity begins (such as site preparation that would break up, dislodge or similarly disturb asbestos material), if the operation is described in paragraphs (a) (1) and (4) (except (a)(4)(iii) and (a)(4)(iv)) of this section . . . .

49. Fox Shore, as owner, failed to tender the requisite asbestos notification fee prior to commencing Renovation Activities.

50. Legacy, as operator, failed to tender the requisite asbestos notification fee prior to commencing Renovation Activities.

51. Fox Shore, as owner, failed to provide a properly completed written notice of renovation at least ten working days before commencing the Renovation Activities.

52. Legacy, as operator, failed to provide a properly completed written notice of renovation at least ten working days before commencing the Renovation Activities.

53. By failing to tender the requisite asbestos notification fee prior to beginning Renovation Activities, Fox Shore, as owner, violated Section 9.13(a) of the Act, 415 ILCS 5/9.13(a) (2024).

54. By failing to tender the properly completed written notice of renovation at least ten working days before commencing work, Fox Shore, as owner, violated Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024).

55. By failing to tender the requisite asbestos notification fee prior to beginning Renovation Activities, Legacy, as operator, violated Section 9.13(a) of the Act, 415 ILCS 5/9.13(a) (2024).

56. By failing to tender the properly completed written notice of renovation at least ten working days before commencing work, Legacy, as operator, violated Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2024).

57. Violations of the pertinent environmental statutes and regulation will continue unless and until this Court grants equitable relief in the form of preliminary and, after trial, permanent injunctive relief.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, respectfully requests that this Court enter a preliminary injunction and, after trial, a permanent injunction in favor of Plaintiff and against Defendants, FOX SHORE PRESERVATION, L.P., a New York limited partnership, and LEGACY CONSTRUCTION SERVICES, LLC, an Ohio limited liability company, on this Count VI as follows:

1. Finding that Defendants have each violated Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and Sections 9.13(a) and 9.1(d)(1) of the Act, 415 ILCS 5/9.13(a) and 9.1(d)(1) (2024);

2. Enjoining Defendants from any further violations of Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and Sections 9.13(a) and 9.1(d)(1) of the Act, 415 ILCS 5/9.13(a) and 9.1(d)(1) (2024);

3. Ordering Defendants to cease and desist from any further violations of Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and Sections 9.13(a) and 9.1(d)(1) of the Act, 415 ILCS 5/9.13(a) and 9.1(d)(1) (2024);

4. Ordering Defendants to pay the asbestos fee required under Section 9.13(a) and (b) of the Act, 415 ILCS 5/9.13(a) and (b) (2024);

5. Assessing against each Defendant, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2024), a civil penalty of One Hundred Thousand Dollars (\$100,000.00) for each violation of the Asbestos NESHAP and the Act, and an additional Twenty-Five Thousand Dollars (\$25,000.00) for each day during which the violations continued, with an annual increase on July 1st of each subsequent year calculated pursuant to Section 42(l) ;

6. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2024), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

7. Granting such other relief as this Court deems appropriate and just.

PEOPLE OF THE STATE OF ILLINOIS,  
*ex rel.* KWAME RAOUL,  
Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief  
Environmental Enforcement/  
Asbestos Litigation Division

By: /s/ Stephen Sylvester  
STEPHEN SYLVESTER, Chief  
Environmental Bureau  
Assistant Attorney General

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**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT  
KANE COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS,	)	
<i>ex rel.</i> KWAME RAOUL, Attorney General	)	
of the State of Illinois,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 26 CH ____
	)	
FOX SHORE PRESERVATION, L.P.,	)	
a New York limited partnership,	)	
	)	
and	)	
	)	
LEGACY CONSTRUCTION SERVICES, LLC,	)	
an Ohio limited liability company,	)	
	)	
Defendants.	)	

**VERIFICATION**

I, Magdalena Tomala, do state as follows:

1. I am currently employed by the Illinois Environmental Protection Agency.
2. I have direct and personal knowledge as to communications and circumstances surrounding the release of asbestos that began in December 2025 at a residential building located at 430 North River Street, Aurora, Kane County, Illinois.
3. I have read the foregoing Verified Complaint for Injunctive Relief and Civil Penalties (the "Complaint"), and I am aware of the contents thereof.
4. The factual matters set forth in paragraphs six through eight, eleven through thirteen, and seventeen through twenty-six of Count I of the Complaint are true in substance and in fact, to the best of my knowledge, information and belief.

5. Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certified as aforesaid that she verily believes the same to be true.

Magdalena Tomala  
Magdalena Tomala  
Illinois Environmental Protection Agency

Dated: 05/29/2026