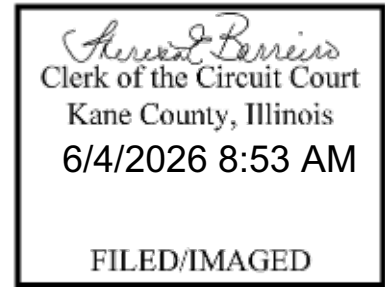


**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS
CHANCERY DIVISION**

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-57



**AGREED IMMEDIATE AND PRELIMINARY INJUNCTION ORDER
WITH DEFENDANT FOX SHORE PRESERVATION, L.P. ONLY**

This cause coming before the Court on Plaintiff’s, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, Motion to Enter an Agreed Immediate and Preliminary Injunction Order with Defendant Fox Shore Preservation, L.P. Only, due notice having been given, the Court having jurisdiction over the parties and the subject matter herein, venue being proper, and the Court otherwise being duly advised in the premises:

NOW THEREFORE, Plaintiff having alleged pursuant to Section 43(a) of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/43(a) (2024), that a substantial danger to the environment or to the health and welfare of persons exists pursuant to the Act, 415 ILCS 5/1 *et seq.* (2024); and having also alleged that Defendants FOX SHORE PRESERVATION, L.P. (“Fox Shore”) and LEGACY CONSTRUCTION SERVICES, LLC (“Legacy”) (referred to collectively

SUBMITTED: 6/4/2026 8:54 AM
ENVELOPE: 38393479
Kane County Circuit Court

as “Defendants”) have violated the Act, the Illinois Pollution Control Board (“Board”) regulations, and the National Emission Standards for Hazardous Air Pollutants regulating asbestos, codified at 40 C.F.R. Part 61, Subpart M (“Asbestos NESHAP”), and that an immediate and preliminary injunction should issue pursuant to Sections 43(a) and 42(e) of the Act, 415 ILCS 5/43(a) and 42(e) (2024), to address the violations; and Fox Shore and Plaintiff having mutually agreed to the entry of this Agreed Immediate and Preliminary Injunction Order (“Agreed Order”), the Court enters the following immediate and preliminary injunction pursuant to Sections 43(a) and 42(e) of the Act, 415 ILCS 5/43(a) and 42(e) (2024), which shall remain in effect until further order of this Court.

I. BACKGROUND

1. Fox Shore owns the multi-unit residential building located at 430 North River Street, Aurora, Kane County, Illinois (“Site”). 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”).

2. Plaintiff alleges in the Verified Complaint that Fox Shore created a substantial danger to the environment, public health, and welfare of persons and violated the Act, Board regulations, and Asbestos NESHAP as a result of a release of asbestos beginning on December 17, 2025, or on dates better known to Defendants, at the Site (“Release”), from the renovation activities conducted on asbestos-containing material (“ACM”) and the improper removal and handling of regulated asbestos-containing material (“RACM”) and asbestos-containing waste material (“ACWM”).

3. On November 10, 2025, or on a date better known to Defendants, Fox Shore

purchased and took possession of the Site.

4. On November 10, 2025, Fox Shore hired Legacy to perform renovation work at the Site.

5. On December 17, 2025, Legacy began renovation activities at the Site, including but not limited to, removing, sanding, covering, and/or repairing popcorn ceilings (“Renovation Activities”).

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

7. Renovation Activities were conducted at the Site in unoccupied units while tenants remained in other units.

8. On February 13, 2026, or on a date better known to Defendants, Fox Shore received a Partner Engineering Report prepared in 2017 (“2017 Partner Report”) prior to Fox Shore’s ownership of the Site stating that the Site’s thermal system insulating material, floor tile and mastic, popcorn ceilings, drywall with joint compound, and carpet mastic contained chrysotile asbestos.

9. On February 13, 2026, Defendants suspended all Renovation Activities at the Site upon receiving the 2017 Partner Report.

10. On February 24, 2026, Legacy subcontracted with EHC Industries, Inc. (“EHC”), a licensed asbestos contractor.

11. On February 25, 2026, Fox Shore self-reported the Renovation Activities to the Illinois Environmental Protection Agency (“Illinois EPA”).

12. 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, at

Illinois EPA's request, along with laboratory sample results, from 2017 to 2026. The reports included the following information:

- a. The 2017 Partner Report, dated August 17, 2017, which was prepared for another entity, includes laboratory sampling results finding that certain 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.
- b. Laboratory sample results dated October 15, 2024, show that certain floor tile samples at the Site contained 8% chrysotile asbestos content and certain mastic samples under floor tiles at the Site contained 4% chrysotile asbestos content.
- c. Laboratory sample results dated February 20, 2026, show that certain samples of the Site's popcorn ceiling and drywall with joint compound contained 0.25% to 5.25% chrysotile asbestos content.

13. On March 3, 2026, Illinois EPA conducted an inspection of the Site and observed 27 unoccupied units in various states of renovation, in addition to observing the common areas, and the exterior of the Site ("March 3, 2026, Inspection"). During the March 3, 2026, Inspection, Illinois EPA observed, in unoccupied units, among other things, at least 800 square feet of popcorn ceiling removed, sanded, covered, and/or repaired in units at the Site; holes cut into popcorn ceilings; removed, repaired and/or replaced drywall; removed and/or replaced floor tiles and mastic; and removed thermal system insulating material.

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

II. GENERAL PROVISIONS

1. This Agreed Order is not a final resolution on the merits of Plaintiff's Verified Complaint but rather addresses Plaintiff's most immediate concerns regarding the allegations set forth in the Verified Complaint.

2. This Agreed Order does not, nor is it intended to, determine the liability of Fox Shore for the allegations in the Verified Complaint, except as to its compliance with the requirements of this Agreed Order.

3. By entering into this Agreed Order and complying with its terms, Fox Shore does not admit any wrongful conduct or violation of any applicable statute, law or regulation, and this Agreed Order and compliance shall not be interpreted as any such admission.

4. Where applicable, terms used in this Agreed Order shall have the meaning as defined in Plaintiff's Verified Complaint in this matter.

5. Fox Shore shall not claim that any report or any exhibits or attachments thereto, or any portion thereof, submitted to Plaintiff or Illinois EPA pursuant to this Agreed Order is subject to attorney-client privilege or constitutes attorney work product.

6. This Agreed Order shall apply to and bind the parties hereto.

7. The Court shall retain jurisdiction of this matter and shall consider any motion by Plaintiff or Fox Shore for the purposes of interpreting and enforcing the terms and conditions of this Agreed Order.

III. COMPLIANCE MEASURES TO DATE

1. On March 12, 2026, Fox Shore submitted to Plaintiff a Project Specific Clean Up Plan to remediate the Release.

2. On March 16, 2026, Fox Shore submitted to Plaintiff a Resident Relocation Plan to relocate all current tenants residing at the Site (“Residents”) during the remediation of the Release.

3. On March 18, 2026, Fox Shore submitted to Plaintiff a copy of a hand-delivered letter provided to the Residents to notify the Residents of the Release.

4. On March 26, 2026, Fox Shore submitted to Plaintiff a Resident Essential Items Possession Cleaning Plan.

5. Fox Shore reviewed and responded to Plaintiff’s comments regarding the above-referenced plans, with Plaintiff approving the Resident Relocation Plan and the Resident Essential Items Possession Cleaning Plan on April 6, 2026, for compliance with applicable environmental laws.

6. On April 8, 2026, Fox Shore hand-delivered to the Residents an Illinois EPA’s factsheet titled “Information on Renovation Activities at 430 North River Street Apartments, Potential Asbestos Exposure to Residents, and Need for Temporary Relocation.”

7. On April 9, 2026, Fox Shore submitted to Plaintiff a revised Project Specific Clean Up Plan following Illinois EPA’s comments and an ACM Preliminary Life Site Safety Plan, with Plaintiff approving these plans on May 15, 2026.

8. Between April and May 2026, Fox Shore safely relocated all Residents to temporary alternative housing in accordance with the Resident Relocation Plan which Illinois EPA approved for compliance with environmental protection laws.

IV. IMMEDIATE INJUNCTIVE RELIEF

1. Effective immediately upon the entry of this Agreed Order, and until the written approval of Plaintiff or further order of this Court, Fox Shore shall cease and desist from any and

all activities at the Site except those activities pre-approved by Illinois EPA as part of the Resident Relocation Plan, Resident Essential Items Cleaning Plan, Project Specific Clean Up Plan, or ACM Preliminary Life Site Safety Plan and prohibit anyone else from accessing the Site for the purpose of such activities, including but not limited to:

- a. any and all demolition or renovation by any entity; and
- b. any and all removal, handling, disturbing, or disposal of ACM or suspect ACWM except as authorized by an Illinois EPA-approved Project Specific Clean Up Plan.

2. Fox Shore shall ensure that all Residents are safely relocated to temporary alternative housing until the abatement and decontamination work in an Illinois EPA-approved Project Specific Clean Up Plan and an Illinois EPA-approved ACM Preliminary Life Site Safety Plan is complete and the building is cleared for reoccupation through written approval by Illinois EPA.

3. Effective immediately upon the relocation of all Residents to temporary alternative housing pursuant to Section IV.2.b of this Agreed Order, and until the written approval of Plaintiff or further order of this Court, Fox Shore shall prohibit entry of any person into the Site, except those approved by Illinois EPA and licensed by the Illinois Department of Public Health (“IDPH”) for the purpose of performing work related to asbestos remediation activities pursuant to an Illinois EPA-approved Project Specific Clean Up Plan and an Illinois EPA-approved ACM Preliminary Life Site Safety Plan and wearing appropriate personal protective equipment.

4. Effective immediately upon the entry of this Agreed Order, and until the written approval of Plaintiff or further order of this Court, and except as provided by the Illinois EPA-approved Resident Essential Items Cleaning Plan, Fox Shore shall refrain from removing from the

Site any equipment, tools, materials, or any other items without prior written approval from Illinois EPA.

5. Fox Shore and their members, managers, agents, employees, trustees, successors, or assigns, shall comply with all requirements of the Act, 415 ILCS 5/1 *et seq.*, the Board's Air Pollution Regulations, 35 Ill. Adm. Code, Subtitle B, and the Asbestos NESHAP, 40 C.F.R. Part 61, Subpart M, in handling and disposing of ACM, RACM, ACWM, and asbestos-contaminated material during asbestos remediation activities at the Site.

V. PRELIMINARY INJUNCTIVE RELIEF

A. Technical Documents and Information

1. Within 20 working days of Illinois EPA's approval of the Project Specific Clean Up Plan and ACM Preliminary Life Site Safety Plan, and at least 10 working days prior to beginning any work at the Site, Fox Shore shall submit to Illinois EPA, Bureau of Air, Compliance Section, a complete and accurate "State of Illinois Demolition/Renovation/Asbestos Project Notification Form."

2. Within 20 working days of Illinois EPA's approval of the Project Specific Clean Up Plan and ACM Preliminary Life Site Safety Plan, and at least 10 working days prior to beginning any work at the Site, Fox Shore shall submit to Illinois EPA, Bureau of Air, Compliance Section, a certified check or money order payable to "Illinois EPA," in the amount of \$300.00.

B. Approval of Plans, Reports and Submittals

1. Upon Illinois EPA's approval of any plan or submittal, Fox Shore shall implement the approved plan or other submittal pursuant to the Illinois EPA-approved schedule.

2. If Illinois EPA approves with conditions or disapproves of any plan, report, or other submittal, including the Project Specific Clean Up Plan and ACM Preliminary Life Site Safety

Plan, or other submittal or any revisions thereto, Fox Shore shall, within five days after receiving written notice of such approval with conditions or disapproval, submit a proposal that addresses Illinois EPA's conditions or reasons for disapproval. This process shall continue until Illinois EPA approves the document or either party invokes the Dispute Resolution provision in Section X of this Agreed Order as to that document.

C. Weekly Email Status Updates

1. Fox Shore shall provide Plaintiff, via email, weekly status updates indicating the following:

- a. a description of any work or steps that were undertaken at the Site pursuant to the Project Specific Clean Up Plan;
- b. a description of any work or steps that are planned to be undertaken at the Site pursuant to the Project Specific Clean Up Plan in the coming week;
- c. documentation of the amounts of all waste material that was removed from the Site, including ACM and ACWM, and where it was taken.

2. Fox Shore shall submit the first weekly update within seven days after the date of entry of this Agreed Order and shall continue submitting such reports until further order of the Court or the parties agree in writing that Fox Shore may discontinue the weekly updates required by this paragraph.

VI. NOTICES

All submittals and correspondence relating the requirements of this Agreed Order shall be directed to the following persons:

FOR PLAINTIFF

Justin Bertsche
Ann Marie Hanohano

Caitlin Kelly
Roger Johnson
Assistant Attorneys General
Illinois Attorney General's Office
115 S. LaSalle Street, 23rd Floor
Chicago, Illinois 60603
Justin.Bertsche@ilag.gov
AnnMarie.Hanohano@ilag.gov
Caitlin.Kelly@ilag.gov
Roger.Johnson@ilag.gov

Maureen Wozniak
Deputy General Counsel
Katherine VonDeBur
Assistant Counsel, Division of Legal Counsel
Bureau of Air Enforcement
Illinois Environmental Protection Agency
2520 W. Iles Ave.
Springfield, Illinois 62704
Maureen.Wozniak@Illinois.gov
Katherine.A.VonDeBur@Illinois.gov

Peter Brusky
Magdalena Tomala
Bureau of Air, Field Operations Section
Illinois Environmental Protection Agency
2520 W. Iles Ave.
Springfield, Illinois 62704
Peter.Brusky@Illinois.gov
Magdalena.Tomala@Illinois.gov

FOR FOX SHORE PRESERVATION, L.P.

Jamar Adams
Fox Shore Preservation, LP
c/o Essence Development
6 Greene Street, Suite 500
New York, New York 10013

With copies to:

Eleor Cohen, Esquire
Cohen Liuzzo PLLC
88 Pine Street, 14th Floor
New York, New York 10005

Margaret A. Hill, Esquire
Blank Rome LLP
One Logan Square
130 North 18th Street
Philadelphia, PA 19103

Cory Maher
Legacy Construction Services, LLC
23701 Miles Road
Cleveland, Ohio 44128

VII. DUTY TO COOPERATE

Plaintiff and Fox Shore shall cooperate with each other in the implementation of this Agreed Order.

VIII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

This Agreed Order in no way affects the responsibilities of Fox Shore to comply with any other federal, state, or local laws or regulations, including but not limited to the Act, 415 ILCS 5/1 *et seq.* (2024), the Board's Regulations, 35 Ill. Adm. Code Part 101 *et seq.*, and the Asbestos NESHAP and all other federal, state, or local rules and regulations regarding ACM.

IX. STIPULATED PENALTIES

1. If Fox Shore fails to comply with any of the requirements of this Agreed Order without an agreed modification pursuant to Section XIII, Fox Shore shall provide notice to Plaintiff of each failure to comply with this Agreed Order and shall pay stipulated penalties in the amount of \$400.00 per day per violation for up to the first fifteen days of violation, \$500.00 per day per violation for the next fifteen days of violation, and \$1,000.00 per day per violation thereafter until such time that compliance is achieved. Plaintiff may make a demand for stipulated penalties upon Fox Shore for its noncompliance with this Agreed Order. However, failure by Plaintiff to make this demand shall not relieve Fox Shore of the obligation to pay stipulated penalties. All stipulated

penalties shall be payable within thirty calendar days of the date Fox Shore knew or should have known of noncompliance with any provisions of this Agreed Order.

2. Pursuant to Section 42(g) of the Act, 415 ILCS 5/42(g) (2024), interest shall accrue on any penalty amount owed by Fox Shore not paid within the time prescribed herein. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

3. The stipulated penalties shall be enforceable by Plaintiff and shall be in addition to, and shall not preclude the use of, any other remedies or sanctions arising from the failure to comply with this Agreed Order.

4. All stipulated penalties and interest payments shall be made by certified check, cashier's check, or money order payable to Illinois EPA for deposit into the Environmental Protection Trust Fund ("EPTF"). Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services Division
2520 W. Iles Ave.
P.O. Box 19276
Springfield, IL 62794-9276

The case name and number shall appear on the face of the certified check, cashier's check or money order. A copy of the certified check, cashier's check or money order and any transmittal letter shall be sent to:

Justin Bertsche
Assistant Attorney General
Illinois Attorney General's Office
115 S. LaSalle Street, 23rd Floor
Chicago, Illinois 60603

5. Stipulated penalties shall be in addition to, and not a substitute for, any other

remedy or sanction available to Plaintiff.

X. DISPUTE RESOLUTION

The parties shall use their best efforts to resolve any and all disputes or differences of opinion arising with regard to this Agreed Order, informally and in good faith. If, however, a dispute arises concerning this Agreed Order that the parties are unable to resolve informally, any party to this Agreed Order may, by written motion, request that the parties hold an evidentiary hearing before the Circuit Court of Kane County, Illinois, to resolve the dispute between the parties.

XI. FORCE MAJEURE

1. For the purpose of this Agreed Order, *force majeure* is an event arising beyond the reasonable control of Fox Shore which prevents the timely performance of any of the requirements of this Agreed Order. For purposes of this Agreed Order *force majeure* shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters and labor disputes beyond the reasonable control of Fox Shore.

2. When, in the opinion of Fox Shore, circumstances have occurred that cause or may cause a delay in the performance of any of the requirements of this Agreed Order, Fox Shore shall give oral notice to the Attorney General's Office and Illinois EPA within forty-eight hours of the occurrence and written notice shall be given to the Attorney General's Office and Illinois EPA no later than ten calendar days after the claimed occurrence.

3. Failure of Fox Shore to comply with the notice requirements of the preceding paragraph shall render this *force majeure* provision voidable by Plaintiff as in the specific event for which Fox Shore has failed to comply with the notice requirement. If voided, this Section shall be of no effect as to the particular event involved.

4. An increase in costs associated with implementing any requirement of this Agreed Order shall not, by itself, excuse Fox Shore under the provisions of this Section of the Agreed Order from a failure to comply with such a requirement.

XII. RIGHT OF ENTRY

In addition to any other authority, Illinois EPA, its employees and representatives, the Attorney General, his employees and representatives, shall have the right of entry into and upon the Site, at all reasonable times for the purpose of conducting inspections and evaluating compliance status. In conducting such inspections, Illinois EPA, its employees and representatives, the Attorney General, his employees and representatives, may take photographs and samples and collect information, as they deem necessary.

XIII. EXTENSIONS AND MODIFICATIONS

The parties to this Agreed Order may, by mutual written consent, extend any compliance date or modify the terms of this Agreed Order without leave of Court. A request for modification shall be in writing and be submitted to the designated representatives of the parties to the Agreed Order indicated in Section VI (Notices). Each such agreed modification shall be in writing and signed by an authorized representative of Plaintiff and Fox Shore, which shall then be deemed incorporated by reference to this Agreed Order.

XIV. RESERVATION OF RIGHTS

Nothing contained herein shall be deemed a finding of fact or adjudication by this Court of any of the facts or claims contained in the Verified Complaint. Plaintiff reserves the right to seek additional technical relief and civil penalties in this matter.

XV. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter and shall consider any motion by Plaintiff

or Fox Shore for the purposes of interpreting and enforcing the terms and conditions of this Agreed Order.

XVI. BINDING ON SUCCESSORS, ASSIGNS AND FUTURE OWNERS/OPERATORS

This Agreed Order shall be binding upon Fox Shore, its successors, assigns, and future owners and/or operators of the Site.

XVII. STATUS CONFERENCE WITH THE COURT

This matter is set for a status conference on September 15, 2026, at 9:00 a.m., without further notice.

XVIII. SIGNATURE

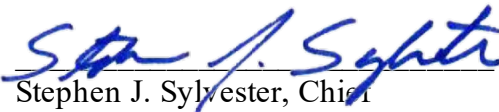
This Agreed Immediate and Preliminary Injunction Order may be signed in counterparts, all of which shall be considered one agreement.

WHEREFORE the parties, by their representatives, enter into this Agreed Immediate and Preliminary Injunction Order and submit it to the Court that it may be approved and entered.

AGREED:

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

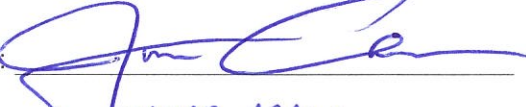
MATTHEW J. DUNN, Chief
Environmental/Asbestos Litigation Division

By: 
Stephen J. Sylvester, Chief
Environmental Bureau
Assistant Attorney General

DATE: 6/3/26

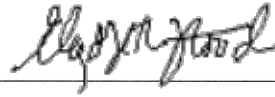
FOX SHORE PRESERVATION, L.P.

BY:


Name JAMAR ADAMS
Title AUTHORIZED SIGNATORY

DATE: 06/03/26

ENTERED:



JUDGE

6/4/2026

Date: _____