

**IN THE CIRCUIT COURT FOR COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

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

Plaintiff,

v.

No. 2026CH06768

RYZE PROPERTIES - HOMEWOOD LLC,
an Illinois limited liability company,

and

OUTLOOK DESIGN & CONSTRUCTION,
INC., an Illinois corporation,

Defendants.

AGREED IMMEDIATE AND PRELIMINARY INJUNCTION ORDER

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, 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 RYZE PROPERTIES - HOMEWOOD LLC, ("Ryze") and OUTLOOK DESIGN & CONSTRUCTION, INC. ("Outlook") (referred to collectively 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 Defendants 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. Ryze owns the multi-unit residential building located at 737 Grant Ave., Chicago Heights, Cook County, Illinois (“Site”). The Site is a three-story apartment building that is approximately 14,000 square feet and consists of fifteen units, eight of which were occupied at the time Outlook began renovation activities, none of which were occupied as of July 1, 2026.

2. Plaintiff alleges in the Verified Complaint for Injunctive Relief and Civil Penalties filed on July 15, 2026 (“Verified Complaint”) that Defendants 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 or before February 2026, at the Site (“Release”), from the renovation activities conducted on asbestos-containing material (“ACM”), including plaster, and the improper removal and handling of regulated asbestos-containing material (“RACM”) and asbestos-containing waste material (“ACWM”).

3. On January 27, 2026, Ryze purchased the Site from Great Lakes Chicago Heights LLC.

4. In February 2026, Ryze hired Outlook to perform renovation work at the Site.

5. On March 9, 2026, Illinois EPA received a complaint, which stated that the building

was being renovated and there were concerns involving the improper disturbance of asbestos.

6. In February 2026, Outlook began renovation activities at several dwelling units at the Site, including, but not limited to, stripping all plaster, drywall, flooring, and ceiling materials in three apartment units and partially stripping plaster, drywall, flooring, and ceiling materials in one apartment unit (collectively referred to as “Renovation Activities”).

7. On October 15, 2025, Ryze conducted a limited asbestos inspection of paper pipe insulation and rope pipe wrap in the basement of the Site. The inspection did not indicate the presence of any Asbestos Containing Material (“ACM”) in the basement area of the Site at that time.

8. Plaintiff alleges that Defendants did not conduct a comprehensive inspection of the units to be renovated at the Site prior to commencing the Renovation Activities to determine if asbestos was present in any of the units.

9. Plaintiff alleges that Defendants did not retain a licensed asbestos professional to work or supervise onsite prior to commencing the Renovation Activities.

10. On March 11, 2026, Illinois EPA recommended to Outlook that it suspend all work at the Site.

11. On March 12, 2026, Defendants suspended all Renovation Activities at the Site.

12. On March 16, 2026, Illinois EPA received from Outlook a March 12, 2026 Asbestos Inspection Report for the Site which states that the following materials at the Site were confirmed by laboratory analysis to be regulated asbestos containing material (“RACM”) including:

Apartment 2B	Living room plaster: Chrysotile 1-5%; Kitchen floor tile glue: Chrysotile 1-5%
Apartment 1B	Bathroom plaster: Chrysotile 1-5%; Tan bathroom floor tile mastic: Chrysotile 1-5%

Apartment 3E	Kitchen floor tile mastic: Chrysotile 1-5%; Kitchen plaster: Chrysotile 1-5%; Living room plaster: Chrysotile 1-5%
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13. On March 18, 2026, Illinois EPA conducted an inspection of the Site and observed four unoccupied apartment units at the Site, three of which were fully gutted down to the studs, with all plaster removed, and one of which was partially gutted down to the studs, with some plaster removed ("March 18, 2026 Inspection").

14. During the March 18, 2026 Inspection, there were five units at the Site with freshly painted walls and new kitchen cabinets, which appeared to be move-in ready. During the March 18, 2026 Inspection, there was one dumpster located in the parking lot on the North side of the Site, that contained mixed construction debris including drywall and PVC. In total, during the March 18, 2026 Inspection, there were at least 1,300 square feet of bare wall studs where plaster appeared to have been removed from units at the Site.

15. Plaintiff alleges that 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 Defendants 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, Defendants do 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. Defendants 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 constitute 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 Defendants for the purposes of interpreting and enforcing the terms and conditions of this Agreed Order.

III. COMPLIANCE MEASURES TO DATE

1. Between March 30, 2026 and June 1, 2026, Ryze permanently relocated all residents from the Site, except one resident who was discovered to be deceased.

2. On April 29, 2026, Ryze submitted a project design plan for remediation of all ACM at the Site ("Project Design Plan") to Illinois EPA for review and approval.

3. On June 24, 2026, Illinois EPA provided Ryze with its comments on the April 29, 2026 project design plan.

4. On July 8, 2026, Ryze submitted a revised Project Design Plan, incorporating Illinois EPA's comments, to Illinois EPA for review and approval.

5. On August 6, 2026, Illinois EPA provided Ryze with its comments on the July 8, 2026 project design plan.

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, Defendants shall cease and desist from any and all activities at the Site except those activities pre-approved by Illinois EPA as part of the revised Project Design 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 ACWM or suspect ACWM except as authorized by an Illinois EPA-approved Project Design Plan.

2. Upon Illinois EPA's approval of Defendants' revised Project Design Plan, Defendants shall implement the Project Design Plan at the Site.

3. Ryze shall ensure that the Site remains unoccupied until it is cleared for reoccupation through written approval by Illinois EPA.

4. Effective immediately upon Illinois EPA's approval of the revised Project Design Plan, and until the written approval of Plaintiff or further order of this Court, Ryze 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 the Illinois EPA-approved Project Design Plan and wearing appropriate personal protective equipment.

5. Effective immediately upon the entry of this Agreed Order, and until the written approval of Plaintiff or further order of this Court, Defendants shall refrain from removing from the Site any equipment, tools, materials, or any other items without prior written approval from Illinois EPA.

6. Defendants and their corporate officers, 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. Defendants' revised Project Design Plan shall include, at a minimum, all of the following:
 - a. Immediate implementation measures to adequately secure all debris at the Facility pursuant to an Illinois EPA-approved plan;
 - b. Quantification of debris and areas to be decontaminated, to include:
 - i. total volumes for all debris piles present in and on the Facility, which are all to be removed as ACWM;
 - ii. totals of all interior surface areas in the Facility that are to be decontaminated, to include all surfaces of all areas inside the Facility; and
 - iii. an accounting of all equipment, and materials not otherwise accounted for that are present in the Facility, all of which will need to be decontaminated or disposed of as ACWM;
 - c. Work practice and procedures to be utilized to determine the extent of contamination on the perimeter of the Facility;

- d. Methods and procedures to be used to properly decontaminate the interior and any other areas identified by extent of contamination testing;
- e. The means by which all ACWM from the Facility will be handled, removed, and disposed of;
- f. Dust control measures to be utilized at the Facility during demolition or renovation activities; and
- g. A proposed schedule to fully implement the Project Design Plan.

2. Within ten working days of Illinois EPA's approval of the revised Project Design Plan, and prior to beginning any work at the Site, Defendants shall submit to Illinois EPA, Bureau of Air, Compliance Section, the following:

- a. a complete and accurate "State of Illinois Demolition/Renovation/Asbestos Project Notification Form;" and
- b. a certified check or money order payable to "Illinois EPA," in the amount of \$300.00.

B. Approval of Plans, Reports and Submittals

Upon Illinois EPA's approval of any plan or submittal, Defendants shall implement the approved plan or other submittal pursuant to the Illinois EPA-approved schedule. If Illinois EPA approves with conditions or disapproves of any plan, report, or other submittal, including the Project Design Plan, or other submittal or any revisions thereto, Defendants shall, within five business 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. Defendants 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 Design Plan;
 - b. a description of any work or steps that are planned to be undertaken at the Site pursuant to the Project Design Plan in the coming week;
 - c. a description of any delays in implementing the Project Design Plan; and
 - d. documentation of the amounts of all waste material that was removed from the Site, including ACM and ACWM, and where it was taken.
2. Defendants shall submit the first weekly update within seven days after the date of Illinois EPA's approval of the revised Project Design Plan and shall continue submitting such reports until further order of the Court or the parties agree in writing that Defendants 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

ILLINOIS ATTORNEY GENERAL'S OFFICE

Kevin Garstka
Christopher Grant
Caitlin Kelly
Assistant Attorneys General
Illinois Attorney General's Office
115 S. LaSalle Street, 23rd Floor
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ILLINOIS EPA

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
Quinlan Chiu
Hayden Karrick
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Illinois Environmental Protection Agency
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Quinlan.Chiu@Illinois.gov
Hayden.Karrick@illinois.gov

FOR DEFENDANT RYZE PROPERTIES - HOMEWOOD LLC

Dainius R. Dumbrys
Boodell and Domanskis LLC
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Max Stein
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77 W. Wacker Dr.
Suite 4500
Chicago, IL 60601
mstein@em3law.com

FOR DEFENDANT OUTLOOK DESIGN & CONSTRUCTION, INC.

Jonathan Rosen
Enterprise Law Group, LLP

Two Northfield Plaza, Suite 201
570 Frontage Road
Northfield, IL 60093-1217
jonathan@enterpriselg.com

VII. DUTY TO COOPERATE

Plaintiff and Defendants 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 Defendants 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 Defendants fail to comply with any of the requirements of this Agreed Order without an agreed modification pursuant to Section XIII, Defendants 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 Defendants for its noncompliance with this Agreed Order. However, failure by Plaintiff to make this demand shall not relieve Defendants of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty calendar days of the date Defendants 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 Defendants 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:

Kevin Garstka
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 Cook 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 Defendants 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 Defendants.

2. When, in the opinion of Defendants, circumstances have occurred that cause or may cause a delay in the performance of any of the requirements of this Agreed Order, Defendants 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 Defendants 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 Defendants have 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 Defendants 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 each party, 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 Defendants 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 Defendants, their successors, assigns, and future owners and/or operators of the Site.

XVII. STATUS CONFERENCE WITH THE COURT

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This matter is set for ~~a status conference~~ ^{initial case management} on September 14, 2026, at 10:00 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. Sylvestre
Stephen J. Sylvestre, Chief
Environmental Bureau
Assistant Attorney General

DATE: 8/11/26

OUTLOOK DESIGN & CONSTRUCTION, INC.

BY (print): LARRY V. JONES

ITS VICIPRESIDENT
Title

SIGNATURE: Larry V. Jones

DATE: 08-10-2026

ENTERED:

JUDGE

Date:

RYZE PROPERTIES - HOMEWOOD LLC

BY (print): VICTOR DICKSON

ITS: MANAGING MEMBER

SIGNATURE: ^{Title}
[Signature]

DATE: 8/10/26

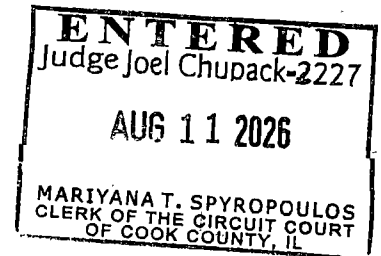
OUTLOOK DESIGN & CONSTRUCTION, INC.

BY (print): _____

ITS: _____
Title

SIGNATURE: _____

DATE: _____



ENTERED:

JUDGE

Date:

[Signature] 2227
August 11, 2026