



2. The Illinois EPA is an administrative agency established by the Illinois General Assembly in Section 4 of the Act, 415 ILCS 5/4 (2022), and charged, *inter alia*, with the duty of enforcing the Act.

3. At all times relevant to this Complaint, Defendant WABASH CROSSING GROUP, LLC (“Wabash” or “Defendant”) was and is an Illinois limited liability company that was organized on January 28, 2021, and active as of January 29, 2025. Wabash’s registered agent is Incorp Services, located at 901 South Second Street, Suite 201, Springfield, Illinois 62704.

4. Defendant owns four multifamily structures (the “Structures”) located at 1301 West Washington Street, Springfield, Sangamon County, 62702 Illinois parcel number 14-29.0-482-003 with the common address of 1317 West Washington Street (the “Site”).

5. The Site is located in an area of Environmental Justice (“EJ”) concern as identified using Illinois EPA EJ Start.

6. The Site is located in a residential neighborhood, across the street from a local high school. The Site contains four buildings with an approximate total of 72 units.

7. On April 14, 2023, the Illinois EPA received a complaint alleging improper disposal of Regulated Asbestos-Containing Material (“RACM”) at the Site. The complainant alleged that workers were removing drywall that had previously tested positive on or about June 13, 2017 (“the June 13, 2017 Testing Results”) for Asbestos-Containing Material (“ACM”) from the defendant’s prior contractor, without wetting the materials and that drywall was disposed of in an open dumpster. The June 13, 2017 Testing Results showed that four out of four drywall joint compound samples and four out of four popcorn ceiling samples at the Site tested positive for friable asbestos material.

8. On April 18, 2023, the Illinois EPA conducted an inspection of the Site (the “April 18, 2023 Inspection”). Two roll-off dumpsters lined the west side of the Site, while one roll-off dumpster and a transfer container lined the east side. The Site’s perimeter is fenced, with gates on the east (the “East Gate”) and west (the “West Gate”) sides (collectively the “Gates”).

9. During the April 18, 2023 Inspection, the Site was under renovation by Defendant.

10. During the April 18, 2023 Inspection, the Site contained three dumpsters, including a yellow roll-off dumpster that was full of uncovered, unbagged drywall and other remodeling debris. The dumpsters bore no asbestos-related warning signs, labels or other postings.

11. During the April 18, 2023 Inspection, the West Gate was open and unlocked, and Illinois EPA entered through the open gate to access the interior of the Site’s fence but not inside the Structures.

12. During the April 18, 2023 Inspection, the Illinois EPA observed through the Structure’s windows visible from the exterior of the Site and observed that drywall had been ripped out of certain rooms of the Structure’s units.

13. During the April 18, 2023 Inspection, Defendant was instructed to immediately stop work and secure the Site, allowing only asbestos professionals licensed by the Illinois Department of Public Health (“IDPH”) to enter.

14. During the April 18, 2023 Inspection, Defendant closed the Gates, but did not lock them, and left the Site.

15. On April 19, 2023 (the “April 19, 2023 Inspection”), the Illinois EPA reinspected the Site from the exterior of the Site’s fence and again found it unlocked with the Gates open and workers onsite clearing suspected RACM debris.

16. During the April 19, 2023 Inspection, Defendant was again instructed to immediately stop work and secure the Site, allowing only asbestos professionals licensed by IDPH to enter.

17. During the April 19, 2023 Inspection, Defendant closed the gates, but did not lock them, and left the Site.

18. During the April 19, 2023 Inspection, a yellow roll-off dumpster that was full of drywall and other remodeling debris during the April 18, 2023 Inspection had been replaced with an empty orange one.

19. During the April 19, 2023 Inspection, Defendant was advised to immediately repair any breaches in the fence that enclosed the Site.

20. On April 20, 2023 (the “April 20, 2023 Inspection”), the Illinois EPA reinspected the Site from the exterior of the Site’s fence and found the West Gate open and unlocked.

21. During the April 20, 2023 Inspection, Defendant was again instructed to immediately stop work and secure the Site, allowing only asbestos professionals licensed by IDPH to enter, and to immediately repair fencing gaps.

22. During the April 20, 2023 Inspection, Defendant was advised that the Site needed to be thoroughly inspected for RACM and results sent to the Illinois EPA pursuant to the National Emission Standards for Hazardous Pollutants for asbestos (“Asbestos NESHAP”), 40 C.F.R. Part 61, Subpart M.

23. During the April 20, 2023 Inspection, a wheelbarrow and broom that were observed during the April 19, 2023 Inspection with potential RACM contamination were gone from observed location on April 19, 2023 at the Site.

24. During the April 20, 2023 Inspection, a worker remained at the Site then left the Site from the West Gate and crossed the street to a residential house.

25. Sampling conducted on May 19, 2023 by Defendant's asbestos contractor showed that 1 of 4 samples of drywall material at the Site tested positive for friable RACM.

26. On May 23, 2023, Defendant's asbestos contractor advised Illinois EPA of the RACM-positive test results.

27. On May 23, 2023, Defendant's asbestos contractor advised Illinois EPA that the Defendant ordered that only a few samples were to be taken at the Site and not the entirety of the Site.

28. On May 23, 2023, Defendant's contractor advised Illinois EPA that a large amount of the drywall had been removed from the Structures at the Site.

29. On May 25, 2023, the Illinois EPA conducted another inspection from the exterior of the Site's fence ("the May 25, 2023 Inspection").

30. During the May 25, 2023 Inspection, the dumpster full of materials from the Site that was full during the April 18, 2023 Inspection had been removed.

31. On May 31, 2023, the Illinois EPA reinspected the Site and found that the perimeter fence had been cut open in one spot and was held together by a single wire spanning the gap.

32. On September 6, 2023 (the "September 6, 2023 Inspection"), Illinois EPA reinspected the Site and found that all three dumpsters containing suspect RACM, previously observed by Illinois EPA, had been removed from the Site.

33. During the September 6, 2023 Inspection, the chains on the Gates were present, but the West Gate's lock was cut and no longer secure, and the chain link fence had been cut.

34. The United States Environmental Protection Agency (“U.S. EPA”) classifies asbestos as a hazardous air pollutant under Section 112(b)(1) of the Clean Air Act, 42 U.S.C. § 7412(b)(1).

35. Pursuant to Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, “Friable asbestos material” includes materials containing more than 1 percent asbestos as determined by Polarized Light Microscopy, that when dry, can be crumbled, pulverized, or reduced to powder by hand. Friable asbestos material is also RACM.

36. The drywall system, including joint compound and popcorn ceiling removed at the Site are friable and therefore RACM.

37. Pursuant to Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, “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.

38. The drywall system, including joint compound and popcorn ceiling, drywall dust and materials in the dumpsters at the Site, workers’ clothing, workers’ tools, wheelbarrow and broom are, at a minimum, asbestos-containing waste materials (“ACWM”) because the drywall, drywall dust and materials in the dumpsters at the Site, workers’ clothing, workers’ tools, wheelbarrow and broom are materials that have been contaminated. The drywall, drywall dust and materials in the dumpsters at the Site, workers’ clothing, workers’ tools, wheelbarrow and broom are therefore also RACM.

39. Improper removal, handling, and disposal of ACWM and RACM can cause uncontrolled discharges of asbestos fibers into the environment. Such fibers are microscopic, causing them to remain suspended in the air for several hours or days before settling. Asbestos fibers may become lodged in porous materials such as wood and concrete when they settle and may become dislodged and discharged back into the environment when those materials are subsequently handled or disturbed if proper decontamination is not performed.

40. No known safe exposure level to asbestos exists. Inhalation of asbestos fibers can cause serious and fatal illnesses including malignant lung cancer, mesothelioma, and asbestosis.

41. The Illinois Pollution Control Board ("Board") has determined:

It is the purpose of the General Assembly in adopting the [Illinois Environmental Protection] Act to maintain and enhance the purity of the air and water of Illinois in order to protect health, welfare and the quality of life. Accordingly, it is hereby determined that the uncontrolled discharge of asbestos fiber into the environment tends to severely endanger the public health and welfare.

35 Ill. Adm. Code 228.102(a).

42. The Board has further concluded:

[C]ontrol[ing] the amount of asbestos fiber released into the environment from the major sources of emission . . . is necessary not only to protect those members of the public who are in proximity to heavy concentrations of asbestos fiber but also to safeguard the health of future generations endangered by the continuous discharge of asbestos fiber which can be toxic and which tends to be cumulative both in the atmosphere and in the human body.

35 Ill. Adm. Code 228.102(b).

43. State and federal law require those who conduct renovation and demolition activities in which asbestos may be disturbed to, amongst other things, to (1) conduct a thorough inspection of buildings to be renovated; (2) remove all RACM before any activity begins that would break up, dislodge, or similarly disturb the material; (3) ensure RACM remains wet until

collected and contained or treated in preparation for disposal; and (4) properly dispose of asbestos-containing waste material. *See* 40 C.F.R. § 61.145(a), (c); Section 9.1(d) of the Act, 415 ILCS 5/9.1(d) (2022).

44. Defendant failed to adequately inspect the Site prior to the renovation; failed to remove all RACM from the Site before any activity began that would break up, dislodge, or similarly disturb the material; failed to ensure RACM remained wet until collected and contained or treated in preparation for disposal; and failed to properly dispose of RACM waste material. Defendant has caused or allowed the improper removal, handling, and deposition of RACM at the Site.

45. Section 9(a) of the Act, 415 ILCS 5/9(a) (2022), 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;

46. 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 ...

47. Section 3.315 of the Act, 415 ILCS 5/3.315 (2022), provides as follows:

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

48. Defendant Wabash is a “person,” as that term is defined in Section 3.315 of the Act, 415 ILCS 5/3.315 (2022).

49. Section 3.165 of the Act, 415 ILCS 5/3.165 (2022), provides the following definition:

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

50. Asbestos is a “contaminant,” as defined by Section 3.165 of the Act, 415 ILCS 5/3.165 (2022).

51. Section 3.115 of the Act, 415 ILCS 5/3.115 (2022), 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.

52. There is no known safe level of exposure to asbestos. The release of asbestos fibers 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. 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 (2022).

53. Beginning prior to April 18, 2023, and on dates better known to the Defendant, Defendant caused, threatened, or allowed the discharge or emission of asbestos, a contaminant, into the environment so as to cause or tend to cause air pollution.

54. 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, Defendant violated

Section 9(a) of the Act, 415 ILCS 5/9(a) (2022), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141.

55. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count I:

A. Finding that the Defendant has violated Section 9(a) of the Act, 415 ILCS 5/9(a) (2022), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141;

B. Enjoining the Defendant from any further violations of Section 9(a) of the Act, 415 ILCS 5/9(a) (2022), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141;

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of violations of Section 9(a) of the Act, 415 ILCS 5/9(a) (2022), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141, including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing material and asbestos contamination in accordance with the approved workplan, and implementing measures to secure and maintain the wetness of all asbestos-containing materials;

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars

(\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT II**  
**FAILURE TO CONDUCT A THOROUGH INSPECTION PRIOR TO RENOVATION**

1-48. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I as paragraphs 1 through 48 of this Count II.

49. Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022), provides as follows:

(d) No person shall:

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

50. Section 112(d)(1) of the Clean Air Act (“CAA”), 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 ...

51. Section 112(b)(1) of the CAA, 42 U.S.C. § 7412(b)(1), provides a list of regulated hazardous air pollutants that includes asbestos.

52. Section 112(h)(1) of the CAA, 42 U.S.C. § 7412(h)(1), provides, in pertinent part, as follows:

For purposes of this section, if it is not feasible in the judgment of the Administrator to prescribe or enforce an emission standard for control of a hazardous air pollutant or pollutants, the Administrator

may, in lieu thereof, promulgate a design, equipment, work practice, operation standard, or combination thereof, which in the Administrator's judgment is consistent with the provisions of subdivision (d) or (f) of this section ...

53. On June 19, 1978, the Administrator of the United States Environmental Protection Agency determined that work practice standards rather than emission standards are appropriate in the regulation of asbestos, 43 Fed. Reg. 26372 (1978), and adopted the National Emission Standards for Hazardous Air Pollutants for asbestos ("Asbestos NESHAP"), 40 C.F.R. Part 61, Subpart M.

54. Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, provides the following relevant 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 1 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.

*Facility* means any institutional, commercial, public, industrial, 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); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

*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 A, subpart F, 40 CFR 763 section 1, Polarized Light Microscopy, that, when dry can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

*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.

55. The Site is a “facility” as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

56. Defendant Wabash is an “owner or operator” of a renovation activity, as that term is defined in Section 61.141 of the Asbestos NEHSAP, 40 C.F.R. § 61.141, because it owns, operates, controls, and/or supervises the renovation operation at the Site.

57. The drywall system, including joint compound and popcorn ceiling, at a minimum, at the Site contained friable asbestos waste material and thus constituted “asbestos-containing waste materials (ACWM)” and “regulated asbestos-containing materials (RACM),” as those terms are defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

58. The drywall system, including joint compound and popcorn ceiling at the Site are “facility components” as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

59. Activity at the Site, including altering the Site by removing drywall system, including joint compound and popcorn ceiling, constituted a “renovation,” as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

60. 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 paragraph (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. 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 at least 15 square meters (160 square feet) on other facility components, or
  - (ii) At least 1 cubic meter (35 cubic feet) off facility components where the length or area could not be measured previously.

61. Beginning prior to April 18, 2023, and on dates better known to the Defendant, Defendant failed to conduct a thorough inspection of the Site for the presence and location of asbestos prior to conducting renovation activities.

62. By failing to conduct a thorough inspection of the Site for the presence and location of asbestos prior to conducting renovation activities, Defendant violated Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

63. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count II:

A. Finding that the Defendant 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) (2022);

B. Enjoining the Defendant 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) (2022);

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of 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) (2022), including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing material and asbestos contamination in accordance with the approved workplan, and implementing measures to secure and maintain the wetness of all asbestos-containing materials;

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT III**  
**IMPROPER REMOVAL, HANDLING, AND DEPOSITION OF REGULATED**  
**ASBESTOS-CONTAINING MATERIALS (“RACM”)**

1-60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I and paragraphs 49 through 60 of Count II as paragraphs 1 through 60 of this Count III.

61. Section 61.145(c)(1) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), 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:
  - (i) At least 80 linear meters (260 linear feet) on pipes or at least 15 square meters (160 square feet) on other facility components, or
  - (ii) At least 1 cubic meter (35 cubic feet) off facility components where the length or area could not be measured previously.

62. The Site is a facility renovated where, at a minimum, the combined amount of RACM stripped, removed, dislodged, cut, drilled, or similarly disturbed is at least 15 square meters of drywall, a facility component.

63. Because the Site is a facility renovated where the combined amount of RACM stripped, removed, dislodged, cut, drilled, or similarly disturbed is at least 15 square meters of drywall, a facility component, the requirements of Section 61.145(b) and (c) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), (c), apply to the owner and operator of the renovation activity.

64. Beginning prior to April 18, 2023, and on dates better known to the Defendant, Defendant failed to properly remove all RACM before any activity began that would break up, dislodge or similarly disturb the material or preclude access to the material for subsequent removal.

65. By failing to properly remove all RACM before any activity began that would break up, dislodge or similarly disturb the material or preclude access to the material for subsequent removal, Defendant violated Section 61.145(c)(1) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

66. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count III:

A. Finding that the Defendant has violated Section 61.145(c)(1) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

B. Enjoining the Defendant from any further violations of Section 61.145(c)(1) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of violations of Section 61.145(c)(1) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022) including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing material and asbestos contamination in accordance with the approved workplan, and implementing measures to secure and maintain the wetness of all asbestos-containing materials;

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT IV**  
**FAILURE TO ADEQUATELY WET ALL EXPOSED ASBESTOS**

1-60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I, paragraphs 49 through 59 of Count II, and paragraph 62 of Count III as paragraphs 1 through 60 of this Count IV.

61. Section 61.145(c)(2) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), 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:

\* \* \*

- (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.

62. The April 18 and 19, and September 6, 2023 Inspections revealed that RACM material, including drywall system, including joint compound and popcorn ceiling, were removed from the Structures at the Site.

63. Upon information and belief, beginning prior to April 18, 2023, and on dates better known to the Defendant, Defendant failed to adequately wet all RACM exposed during cutting or

disjoining operations and carefully lower each unit or section to the floor without damaging or disturbing the RACM.

64. By failing to adequately wet all RACM exposed during cutting or disjoining operations and carefully lower each unit or section to the floor without damaging or disturbing the RACM, Defendant violated Section 61.145(c)(2) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

65. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count IV:

A. Finding that the Defendant violated Section 61.145(c)(2) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

B. Enjoining the Defendant from any further violations of Section 61.145(c)(2) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of violations of Section 61.145(c)(2) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022) including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing

material and asbestos contamination in accordance with the approved workplan, and implementing measures to secure and maintain the wetness of all asbestos-containing materials;

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT V**  
**FAILURE TO ADEQUATELY WET ASBESTOS DURING OPERATIONS**

1-60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I, paragraphs 49 through 59 of Count II, and paragraph 62 of Count III as paragraphs 1 through 60 of this Count V:

61. Section 61.145(c)(3) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(3), 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:

\* \* \*

- (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:

62. The April 18 and 19, and September 6, 2023 Inspections revealed that RACM, including drywall, was removed from the Structures at the Site.

63. Beginning prior to April 18, 2023, and on dates better known to the Defendant, Defendant failed to adequately wet the RACM drywall studs while the drywall studs remained in place in the Structures at the Site.

64. By failing to adequately wet the RACM stripped from the facility component during the stripping operation, Defendant violated Section 61.145(c)(3) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(3), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

65. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count V:

A. Finding that the Defendant violated Section 61.145(c)(3) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(3), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

B. Enjoining the Defendant from any further violations of Section 61.145(c)(3) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(3), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022) including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing material and asbestos contamination in accordance with the approved workplan, and implementing measures to secure and maintain the wetness of all asbestos-containing materials;

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of violations of Section 61.145(c)(3) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(3), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT VI**  
**FAILURE TO ADEQUATELY CONTAIN ASBESTOS COMPONENTS**

1-60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I, paragraphs 49 through 59 of Count II, and paragraph 62 of Count III as paragraphs 1 through 60 of this Count VI

61. Section 61.145(c)(4) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(4), 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:

\* \* \*

- (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 . . . .

62. The April 18 and 19, and September 6, 2023 Inspections revealed that RACM materials, including drywall, were removed from the Structures at the Site.

63. Upon information and belief, beginning prior to April 18, 2023, and on dates better known to the Defendant, Defendant failed to strip or contain RACM materials including drywall system, including joint compound and popcorn ceiling, facility components containing RACM, in leak-tight wrapping when removing them from the Structures at the Site.

64. By failing to strip or contain the facility components containing RACM that were taken out of the Site in leak-tight wrapping, Defendant violated Section 61.145(c)(4) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(4), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

65. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count VI:

A. Finding that the Defendant violated Section 61.145(c)(4) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(4), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

B. Enjoining the Defendant from any further violations of Section 61.145(c)(4) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(4), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of violations of Section 61.145(c)(4) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(4), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022) including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing material and asbestos contamination in accordance with the approved workplan, and implementing measures to secure and maintain the wetness of all asbestos-containing materials;

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT VII**  
**FAILURE TO ADEQUATELY WET ASBESTOS DURING REMOVAL**

1-60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I, paragraphs 49 through 59 of Count II, and paragraph 62 of Count III as paragraphs 1 through 60 of this Count VII.

61. Section 61.145(c)(6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(6), 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:

\*\*\*

- (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 § 61.50;

62. Beginning prior to April 18, 2023, and on dates better known to Defendant, Defendant did not adequately wet and maintain wet the RACM material that was removed or stripped at the Site until collected and contained or treated in preparation for disposal.

63. By failing to adequately wet RACM at all times during removal and disposal, Defendant violated Section 61.145(c)(6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(6), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

64. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count VII:

A. Finding that Defendant violated Section 61.145(c)(6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(6), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

B. Enjoining the Defendant from any further violations of Section 61.145(c)(6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(6), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of violations of Section 61.145(c)(6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(6), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022) including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing material and asbestos contamination in accordance with the approved workplan, and implementing measures to secure and maintain the wetness of all asbestos-containing materials;

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT VIII**  
**HANDLING ASBESTOS**  
**WITHOUT AN AUTHORIZED ON-SITE REPRESENTATIVE**

1-60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I, paragraphs 49 through 59 of Count II, and paragraph 62 of Count III as paragraphs 1 through 60 of this Count VIII.

61. Section 61.145(c)(8) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(8), 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:

\*\*\*

- (8) Effective 1 year after promulgation of this regulation, no RACM shall be stripped, removed, 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.

62. Beginning prior to April 18, 2023, and on dates better known to the Defendant, Defendant stripped, removed, or otherwise handled or disturbed RACM at a regulated facility without at least one on-site representative present trained in the provisions of the Asbestos NESHAP and the means of complying with them.

63. By stripping, removing, or otherwise handling or disturbing RACM at a regulated facility without at least one on-site representative present trained in the provisions of the Asbestos NESHAP, Defendant 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) (2022).

64. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count VIII:

A. Finding that Defendant 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) (2022);

B. Enjoining the Defendant 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) (2022);

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of 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) (2022) including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing material and asbestos contamination in accordance with the approved workplan, and ensuring that an authorized representative is present for the handling of all RACM;

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT IX**  
**FAILURE TO CONTROL ASBESTOS EMISSIONS**

1-60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I, paragraphs 49 through 59 of Count II, and paragraph 62 of Count III as paragraphs 1 through 60 of this Count IX.

61. Section 61.150(a) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a), provides the following requirements for the disposal of RACM during renovation operations:

Each owner or operator of any source covered under the provisions of §§ 61.144, 61.145, 61.146, and 61.147 shall comply with the following provisions:

- (a) Discharge no visible emissions to the outside air during the collection, processing (including incineration), packaging, or transporting of any asbestos-containing waste material generated by the source, or use one of the emission control and waste treatment methods specified in paragraphs (a)(1) through (4) of this section.

- (1) Adequately wet asbestos-containing waste material ...

- (2) Process asbestos-containing waste material into nonfriable forms ...

\*\*\*

- (4) Use an alternative emission control and waste treatment method that has received prior approval by the Administrator according to the procedure described in § 61.149(c)(2).

\*\*\*

62. Beginning prior to April 18, 2023, and on dates better known to the Defendant, Defendant failed to use one of the emission control and waste treatment methods set out in Section 61.150(a)(1) through (4) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a)(1)-(4).

63. By failing to use one of the emission control and waste treatment methods set out in Section 61.150(a)(1) through (4) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a)(1)-(4), Defendant violated Section 61.150(a) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

64. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count IX:

A. Finding that the Defendant violated Section 61.150(a) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

B. Enjoining the Defendant from any further violations of Section 61.150(a) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of violations of Section 61.150(a) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022) including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing material and asbestos contamination in accordance with the approved workplan, and implementing measures to secure and maintain the wetness of all asbestos-containing materials;

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT X**  
**FAILURE TO TIMELY DISPOSE OF ASBESTOS**

1-60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I, paragraphs 49 through 59 of Count II, and paragraph 62 of Count III as paragraphs 1 through 60 of this Count X.

61. Section 61.150(b) of the Asbestos NESHAP, 40 C.F.R. § 61.150(b), provides the following requirements for the disposal of RACM during renovation operations:

- (b) All asbestos-containing waste material shall be deposited as soon as it is practical by the waste generator at:
  - (1) A waste disposal site operated in accordance with the provisions of § 61.154, or
  - (2) An EPA-approved site that converts RACM and asbestos-containing waste material into nonasbestos (asbestos-free) material according to the provisions of § 61.155.

62. Upon information and belief, beginning prior to April 18, 2023, and on dates better known to the Defendant, as RACM waste was generated during the course of renovation operations, Defendant did not dispose of the RACM waste at an approved disposal facility as soon as practical.

63. By failing to promptly dispose of RACM at an approved disposal site as soon as practical, Defendant violated Section 61.150(b) of the Asbestos NESHAP, 40 C.F.R. § 61.150(b), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

64. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count X:

A. Finding that the Defendant violated Section 61.150(b) of the Asbestos NESHAP, 40 C.F.R. § 61.150(b), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

B. Enjoining the Defendant from any further violations of Section 61.150(b) of the Asbestos NESHAP, 40 C.F.R. § 61.150(b), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of violations of Section 61.150(b) of the Asbestos NESHAP, 40 C.F.R. § 61.150(b), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022) including, but not limited to, immediately securing the Site, retaining an IDPH-licensed asbestos professional to conduct an inspection and prepare a workplan to remove all asbestos-containing material and asbestos contamination in accordance with the approved workplan, and implementing measures to secure and maintain the wetness of all asbestos-containing materials;

D. Assessing against the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

**COUNT XI**  
**FAILURE TO PROVIDE WRITTEN NOTICE OF RENOVATION**

1-60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 48 of Count I, paragraphs 49 through 59 of Count II, and paragraph 62 of Count III as paragraphs 1 through 60 of this Count XI.

61. Section 9.13(a) and (b) of the Act, 415 ILCS 5/9.13(a), (b) (2022), provide 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 C.F.R. 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.

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

- (b) 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. Delivery of the notice by U.S. Postal Service, commercial delivery service, or hand delivery is acceptable.

\*\*\*

(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. If the operation is as described in paragraph (a)(2) of this section, notification is required 10 working days before demolition begins.

63. On or before April 18, 2023, and on dates better known to Defendant, Defendant failed to tender the requisite asbestos notification fee.

64. On or before April 8, 2023, and on dates better known to Defendant, Defendant failed to provide written notice of renovation at least ten (10) working days before commencing work.

65. By failing to tender the requisite asbestos notification fee and the properly completed written notice of renovation at least ten (10) working days before commencing work, Defendant violated Section 61.145(a) of the Asbestos NESHP, 40 C.F.R. § 61.145(a), and Section 9.13(a) of the Act, 415 ILCS 5/9.13(a), and thereby violated Sections 9.1(d) of the Act, 415 ILCS 5/9.1(d) (2022).

66. By commencing renovation without the proper filing of the completed written notice of renovation at least ten (10) working days before commencing work, Defendant is required to pay double the amount otherwise due pursuant to Section 9.13(b) of the Act, 415 ILCS 5/9.13(b) (2022).

67. Violations of the pertinent environmental statutes 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 an order in favor of the Plaintiff and against the Defendant, WABASH CROSSING GROUP, LLC, on Count XIII:

A. Finding that the Defendant violated Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and Sections 9.1(d)(1) and 9.13(a) of the Act, 415 ILCS 5/9.1(d)(1) and 9.13(a) (2022);

B. Enjoining the Defendant from any further violations of Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and Section 9.1(d)(1) and 9.13(a) and (b) of the Act, 415 ILCS 5/9.1(d)(1) and 9.13(a) (2022);

C. Ordering the Defendant to immediately undertake necessary corrective action that will result in a final and permanent abatement of violations of Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and Sections 9.1(d)(1) and 9.13(a) and (b) of the Act, 415 ILCS 5/9.1(d)(1) and 9.13(a) (2022) by submitting to the Illinois EPA a complete "Notification of Demolition and Renovation" form and paying the \$300 fee pursuant to Section 9.13(b) of the Act, 415 ILCS 5/9.13(b) (2022);

D. Assessing against each of the Defendant a monetary penalty of up to fifty thousand dollars (\$50,000) for each violation of the Act, and an additional civil penalty of up to ten thousand dollars (\$10,000) for each day such violations continued, pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2022);

E. Ordering the Defendant to pay all costs, including expert witness, consultant and attorney fees, expended by the State in pursuit of this action; and

F. Ordering such other and further relief as the Court deems appropriate and just.

Respectfully Submitted,

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/ Rachel R. Medina  
RACHEL R. MEDINA, #6297171  
Bureau Chief  
Environmental Bureau  
Assistant Attorney General

Kevin D. Barnai (ARDC # 6329422)  
Mallory Meade (ARDC # 6345981)  
Assistant Attorneys General  
Environmental Bureau  
Illinois Attorney General's Office  
500 South Second Street  
Springfield, IL 62701  
Ph: (217) 557-0586  
kevin.barnai@ilag.gov  
mallory.meade@ilag.gov

**IN THE CIRCUIT COURT FOR THE SEVENTH JUDICIAL CIRCUIT  
SANGAMON COUNTY, ILLINOIS**

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

Plaintiff,

v.

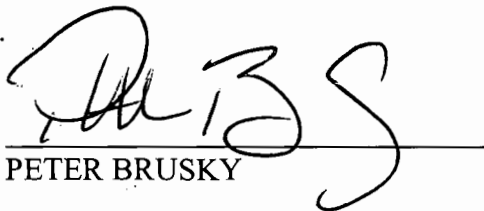
**WABASH CROSSING GROUP, LLC,**  
an Illinois limited liability company

Defendant.

No. 25 CH \_\_\_\_

**VERIFICATION OF PETER BRUSKY**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, 735 ILCS 5/1-109, I, Peter Brusky, certify that I am employed by the Illinois Environmental Protection Agency; that I read the foregoing VERIFIED COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF; and that the factual statements set forth in Paragraphs 6 through 33 of Count I, Paragraph 61 of Count II, Paragraph 63 of Count III, Paragraphs 62 and 63 of Count IV, Paragraph 62 of Count V, Paragraph 62 of Count VI, Paragraph 63 of Count VII, Paragraph 62 of Count VIII, and Paragraphs 63 and 64 of Count XI of said complaint are true and correct.

  
PETER BRUSKY

DATE: 4/9/25