

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

PEOPLE OF THE STATE OF ILLINOIS)	
<i>ex rel.</i> KWAME RAOUL, Attorney)	
General of the State of Illinois,)	
)	
Plaintiff,)	No. 2025CH11829
)	
v.)	
)	
A. FINKL & SONS CO., a Delaware corporation,)	
)	
Defendant.)	

CONSENT ORDER

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, the ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“Illinois EPA”), and Defendant, A. FINKL & SONS CO., (“Finkl”)(collectively “Parties to the Consent Order”), have agreed to the making of this Consent Order and submit it to this Court for approval.

I. INTRODUCTION

This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Court’s entry of the Consent Order and issuance of any injunctive relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/1 *et seq.* (2024), the Illinois Pollution Control Board (“Board”) Air Pollution regulations, 35 Ill. Adm. Code 201 through 245, the federal Clean Air Act (“CAA”) pursuant to 42 U.S.C. 7401, *et seq.*, and the Code of Federal Regulations (“CFR”) for National Air Ambient Quality Standards (“NAAQS”) promulgated thereunder at 40 CFR 50 (“NAAQS Regulations”) and Prevention of Significant Deterioration of air quality (“PSD”) promulgated thereunder at 40 CFR 52.21 (“PSD

Regulations”), Finkl’s construction permit #07060075 for the Facility (“Finkl Construction Permit”) and Finkl Clean Air Act Permit Program (“CAAPP”) permit #14030029 for the Facility (“Finkl CAAPP Permit”), alleged in the Complaint except as otherwise provided herein. It is the intent of the Parties to this Consent Order that it be a final judgment on the merits of this matter.

A. Parties

1. On November 21, 2025, a Complaint was filed on behalf of the People of the State of Illinois by Kwame Raoul, Attorney General of the State of Illinois, on his own motion and upon the request of the Illinois EPA, pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2024), against the Defendant.

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2024).

3. At all times relevant to the Complaint, the Defendant was and is a Delaware corporation in good standing and doing business in the State of Illinois who owns and operates an integrated steel forging facility located at 1355 East 93rd Street, Chicago, Cook County, Illinois (“Facility”), include melting recycled steel scrap material (“Melt Shop”).

B. Allegations of Non-Compliance

Plaintiff contends that the Defendant has violated the following provisions of the Act and Board regulations:

Count I: FAILURE TO COMPLY WITH PERMITTED EMISSIONS REQUIREMENTS
Violations of Sections 39.5(6)(a) and 9.1(d)(2) of the Act, 415 ILCS 5/39.5(6)(a) and 9.1(d)(2) (2024), and Conditions 2.1.3-2(b)(ii) of the Finkl Construction Permit and 4.1.2(f)(i)(A)(I) of the Finkl CAAPP Permit;

- Count II: FAILURE TO COMPLY WITH LOWEST ACHIEVABLE EMISSION RATE (“LAER”) REQUIREMENTS
Violations of Section 173(a)(2) of the CAA, 42 USC 7503(a)(2), Section 9(a) and 9.1(d)(1) of the Act, 415 ILCS 5/9(a) and 9.1(d)(1) (2024), and Section 203.601 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 203.601;
- Count III: FAILURE TO COMPLY WITH BEST AVAILABLE CONTROL TECHNOLOGY (“BACT”) REQUIREMENTS
Violations of Section 9(a) and 9.1(d)(1) of the Act, 415 ILCS 9(a) and 9.1(d)(1) (2024), and Sections 52.21(j)(3) and 52.21(r)(1) of the USEPA Air Regulations, 40 CFR 52.21(j)(3) and 52.21(r)(1), and Sections 204.820 and 204.1100(c) of the Board Air Pollution Regulations, 35 Ill Adm. Code 204.820 and 204.1100(c); and
- Count IV: FAILURE TO COMPLY WITH CLEAN AIR ACT PERMIT EQUIPMENT MAINTAINANCE REQUIREMENTS
Violations of Sections 39.5(6)(a) of the Act, 415 ILCS 5/39.5(6)(a) (2024), and Condition 2.3(c) of the Finkl CAAPP Permit.

C. Non-Admission of Violations

The Defendant represents that it has entered into this Consent Order for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Consent Order and complying with its terms, the Defendant does not affirmatively admit the allegations of violation within the Complaint and referenced above, and this Consent Order shall not be interpreted as including such admission.

D. Compliance Activities to Date

On August 15, 2022, Finkl submitted emissions test results from April 5, 2022 testing to the Illinois EPA indicating that its operations had returned to compliance with its permitted emission limitations.

II. APPLICABILITY

1. This Consent Order shall apply to and be binding upon the Parties to the Consent Order. The Defendant waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order. This Consent Order may be used against the Defendant in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations for all violations alleged in the Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2024).

2. The Defendant shall notify each contractor to be retained to perform work required in this Consent Order of each of the requirements of this Consent Order relevant to the activities to be performed by that contractor, including all relevant work schedules and reporting deadlines, and shall provide a copy of this Consent Order to each contractor already retained no later than thirty (30) calendar days after the date of entry of this Consent Order. In addition, the Defendant shall provide copies of all schedules for implementation of the provisions of this Consent Order to the prime vendor(s) supplying the control technology systems and other equipment required by this Consent Order.

3. No change in ownership, corporate status or operator of the Facility shall in any way alter the responsibilities of the Defendant under this Consent Order. In the event that the Defendant proposes to sell or transfer any real property or operations subject to this Consent Order, the Defendant shall notify the Plaintiff thirty (30) calendar days prior to the conveyance of title, ownership or other interest, including a leasehold interest in the Facility or a portion thereof. The Defendant shall make as a condition of any such sale or transfer, that the purchaser

or successor provide to Defendant site access and all cooperation necessary for Defendant to perform to completion any compliance obligation(s) required by this Consent Order. The Defendant shall provide a copy of this Consent Order to any such successor in interest and the Defendant shall continue to be bound by and remain liable for performance of all obligations under this Consent Order. In appropriate circumstances, however, the Defendant and a proposed purchaser or operator of the Facility may jointly request, and the Plaintiff, in its discretion, may consider modification of this Consent Order to obligate the proposed purchaser or operator to carry out future requirements of this Consent Order in place of, or in addition to, the Defendant. This provision does not relieve the Defendant from compliance with any regulatory requirement regarding notice and transfer of applicable Facility permits.

III. JUDGMENT ORDER

This Court has jurisdiction of the subject matter herein and of the Parties to the Consent Order and, having considered the stipulated facts and being advised in the premises, finds the following relief appropriate:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. Civil Penalty

1. The Defendant shall pay a civil penalty of One Hundred, Twenty-five Thousand dollars (\$125,000.00). Payment shall be tendered at time of entry of the Consent Order.
2. The civil penalty payment shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund ("EPTF").
3. The case name and case number shall appear on the face of the certified check or money order.

B. Stipulated Penalties, Interest and Default

1. If the Defendant fails to complete any activity or fails to comply with any response or reporting requirement by the date specified in this Consent Order, the Defendant shall provide notice to the Plaintiff of each failure to comply with this Consent Order and shall pay stipulated penalties in the amount of \$400.00 per day per violation for up to the first fifteen (15) days of violation, \$500.00 per day per violation for the next fifteen (15) days of violation, and \$1,000.00 per day per violation thereafter until such time that compliance is achieved. The Plaintiff may make a demand for stipulated penalties upon the Defendant for its noncompliance with this Consent Order. However, failure by the Plaintiff to make this demand shall not relieve the Defendant of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date the Defendant knows or should have known of its noncompliance with any provision of this Consent Order.

2. If the Defendant fails to make any payment required by this Consent Order on or before the date upon which the payment is due, the Defendant shall be in default and the remaining unpaid balance of the penalty, plus any accrued interest, shall be due and owing immediately. In the event of default, the Plaintiff shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

3. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by the Defendant 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.

4. The stipulated penalties shall be enforceable by the 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 Consent Order.

C. Stipulated Penalty and Interest Payment Procedures

1. All payments required by Section III.B of this Consent Order shall be made by certified check or money order payable to the Illinois EPA for deposit into the EPTF. Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

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

NANCY J. TIKALSKY
Senior Assistant Attorneys General
Environmental Bureau North
69 West Washington Street, Suite 1800
Chicago, Illinois 60602
nancy.tikalsky@ilag.gov

D. Future Compliance

1. By June 30, 2027, Defendant shall install, calibrate, certify, operate, and maintain a continuous emissions monitoring system (“CEMS”) on the baghouse exhaust to monitor Nitrogen Oxide (“NOx”) (“NOx CEMS”) on the exhaust stack of the affected electric arc furnace (“EAF”) from the Melt Shop at the Facility. Defendant shall operate the NOx CEMS, as follows:

- a. The NOx CEMS shall be operated at all times when the affected EAF is in operation, with the exception of monitor malfunctions and short-term calibration issues when monitoring shall be conducted pursuant to III.D.1.c herein.
- b. The NOx CEMS shall be installed, calibrated, certified, maintained, and operated in accordance with 40 CFR 60.13, 40 CFR 60 Appendix B (Performance Specifications 2 and 6) and 40 CFR 60 Appendix F (Quality Assurance Procedures), with the exception to 40 CFR 60.13(e)(2) where the continuous monitoring systems shall complete a minimum of one cycle of operation (sampling, analyzing, and data recording) for each successive 1-minute period.
 - i. using an Illinois EPA-approved method for calculating flow rate; and
 - ii. using an Illinois EPA-approved method for calculating the emission rate in terms of pounds per ton.
- c. During each period when the NOx CEMS is not operational (e.g., due to equipment malfunction), the Permittee shall demonstrate compliance with emissions limits using emissions factors derived from the most recent stack testing, or other sources of emissions factors.

2. Within 15 days of Defendant's installation and operation of the NOx CEMS, Defendant shall provide a report on these activities demonstrating compliance with Paragraph III.D.1 of this Consent Order.

3. Within 180 days of entry of this Consent Order, Defendant shall timely submit an application for a minor permit modification to the existing CAAPP permit to incorporate the NOx CEMS requirement of Section III.D.1. of this Consent Order.

4. The Illinois EPA, its employees and representatives, and the Attorney General, his employees and representatives, shall have the right of entry into and upon the Defendant's Facility, which is the subject of this Consent Order, at all reasonable times for the purposes of conducting inspections and evaluating compliance status. In conducting such inspections, the

Illinois EPA, its employees and representatives, and the Attorney General, his employees and representatives, may take photographs, samples, and collect information, as they deem necessary.

5. This Consent Order in no way affects the responsibilities of the Defendant to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.

6. The Defendant shall cease and desist from future violations of the CAA, PSD Regulations, NAAQS Regulations, Act, Board Regulations, Finkl Construction Permit and Finkl CAAPP Permit that were the subject matter of the Complaint.

E. *Force Majeure*

1. *Force majeure* is an event arising solely beyond the control of the Defendant, which prevents the timely performance of any of the requirements of this Consent Order and shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters, and labor disputes beyond the reasonable control of the Defendant. An increase in costs associated with implementing any requirement of this Consent Order shall not, by itself, excuse the Defendant for a failure to comply with such a requirement.

2. When a *force majeure* event occurs which causes or may cause a delay in the performance of any of the requirements of this Consent Order, the Defendant shall orally notify the Illinois EPA Yasmine Keppner-Bauman, Manager, Compliance Section, 217-558-0798, within forty-eight (48) hours of the occurrence. Written notice shall be given to the Plaintiff's representatives as listed in Section III.H of this Consent Order as soon as practicable, but no later than ten (10) calendar days after the claimed occurrence. This section shall be of no effect as to the particular event involved if the Defendant fails to comply with these notice requirements.

3. Within ten (10) calendar days of receipt of any written *force majeure* notice, the Plaintiff shall respond in writing regarding the Defendant's claim of a delay or impediment to performance. If the Plaintiff agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of the Defendant and that the Defendant could not have prevented the delay by the exercise of due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay, by a period equivalent to the delay actually caused by such circumstances. Such stipulation may be filed as a modification to this Consent Order. The Defendant shall not be liable for stipulated penalties for the period of any such stipulated extension.

4. If the Plaintiff does not accept the Defendant's claim of a *force majeure* event, the Defendant must file a petition with the Court within twenty (20) calendar days of receipt of the Plaintiff's determination in order to contest the imposition of stipulated penalties. The Plaintiff shall have twenty (20) calendar days to file its response to said petition. The burden of proof of establishing that a *force majeure* event prevented the timely performance shall be upon the Defendant. If this Court determines that the delay or impediment to performance has been or will be caused by circumstances solely beyond the control of the Defendant and that the Defendant could not have prevented the delay by the exercise of due diligence, the Defendant shall be excused as to that event (including any imposition of stipulated penalties), for all requirements affected by the delay, for a period of time equivalent to the delay or such other period as may be determined by this Court.

F. Enforcement and Modification of Consent Order

1. This Consent Order is a binding and enforceable order of this Court. This Court shall retain jurisdiction of this matter and shall consider any motion by any party for the purposes

of interpreting and enforcing the terms and conditions of this Consent Order. The Defendant agrees that notice of any subsequent proceeding to enforce this Consent Order may be made by mail and waives any requirement of service of process.

2. The Parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this Consent Order without leave of this Court. A request for any modification shall be made in writing and submitted to the representatives designated in Section III.H of this Consent Order. Any such request shall be made by separate document and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Consent Order.

G. Dispute Resolution

1. Except as provided herein, the Parties to the Consent Order may seek to informally resolve disputes arising under this Consent Order, including but not limited to the Illinois EPA's decision regarding appropriate or necessary response activity, approval or denial of any report, plan or remediation objective, or the Plaintiff's rejection of a request for modification or termination of the Consent Order. The Plaintiff reserves the right to seek enforcement by the Court where the Defendant has failed to satisfy any compliance deadline within this Consent Order. The following are also not subject to the dispute resolution procedures provided by this section: a claim of *force majeure*, a failure to make any required payment and any circumstances posing a substantial danger to the environment or to the public health or welfare of persons.

2. The dispute resolution procedure must be invoked by a party through a written notice describing the nature of the dispute and the party's position with regard to such dispute.

The other party shall acknowledge receipt of the notice and schedule a meeting to discuss the dispute informally not later than fourteen (14) calendar days from the receipt of such notice.

These informal negotiations shall be concluded within thirty (30) calendar days from the date of the first meeting between the parties, unless the parties agree, in writing, to shorten or extend this period. The invocation of dispute resolution, in and of itself, shall not excuse compliance with any requirement, obligation or deadline contained herein, and stipulated penalties may be assessed for failure or noncompliance during the period of dispute resolution. As part of the resolution of any dispute, the Parties to the Consent Order, by agreement or by order of this Court, may extend or modify the schedule for completion of work under this Consent Order to account for the delay in the work that occurred as a result of dispute resolution.

3. In the event that the parties are unable to reach agreement during the informal negotiation period, the Plaintiff shall provide the Defendant with a written summary of its position regarding the dispute. The position advanced by the Plaintiff shall be considered binding unless, within twenty (20) calendar days of the Defendant's receipt of the written summary of the Plaintiff's position, the Defendant files a petition with this Court seeking judicial resolution of the dispute. The Plaintiff shall respond to the petition by filing the administrative record of the dispute and any argument responsive to the petition within twenty (20) calendar days of service of Defendant's petition. The administrative record of the dispute shall include the written notice of the dispute, any responsive submittals, the Plaintiff's written summary of its position, the Defendant's petition before the Court and the Plaintiff's response to the petition. The Plaintiff's position shall be affirmed unless, based upon the administrative record, it is against the manifest weight of the evidence.

H. Notice and Submittals

Except for payments, the submittal of any notice, reports or other documents required under this Consent Order, shall be delivered to the following designated representatives:

As to the Plaintiff

Nancy J. Tikalsky
Senior Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
69 West Washington Street, Suite 1800
Chicago, Illinois 60602
nancy.tikalsky@ilag.gov

Maureen Wozniak
Assistant Counsel
Division of Legal Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Kevin Mattison
Bureau of Air, Compliance Section
Illinois Environmental Protection Agency
Des Plaines Regional Office
9511 Harrison Street
Des Plaines, Illinois 60016

As to the Defendant

Eric E. Boyd
Timothy B. Briscoe
Finkl Steel counsel
Thompson Coburn LLP
55 East Monroe Street 37th Floor
Chicago, IL 60603
eboyd@thompsoncoburn.com
tbriscoe@thompsoncoburn.com

Jay Verhoff
Finkl Steel - Chicago
VP of Operations
JVerhoff@Finkl.com 773.975.2564 (office) 773.908.1756 (cell)

I. Release from Liability

In consideration of the Defendant's payment of a \$125,000.00 penalty, its commitment to cease and desist as contained in Section III.D.6 above, and completion of all activities required hereunder, the Plaintiff releases, waives and discharges the Defendant from any further liability or penalties for the violations of the CAA, PSD Regulations, NAAQS Regulations, Act, Board Air Pollution Regulations, Finkl Construction Permit and Finkl CAAPP Permit that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Plaintiff's Complaint filed on November 21, 2025. The Plaintiff reserves, and this Consent Order is without prejudice to, all rights of the State of Illinois against the Defendant with respect to all other matters, including but not limited to the following:

- a. criminal liability;
- b. liability for future violations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. the Defendant's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, other than the Defendant.

J. Execution and Entry of Consent Order

This Order shall become effective only when executed by all Parties to the Consent Order and the Court. This Order may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned

represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.


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

AGREED:

FOR THE PLAINTIFF:

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: 
STEPHEN J. SYLVESTER, Chief
Environmental Bureau
Assistant Attorney General

DATE: 11/13/25

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JAMES JENNINGS, Acting Director
Illinois Environmental Protection Agency

BY: 
ANDREW ARMSTRONG
Chief Legal Counsel

DATE: 11/13/2025

FOR THE DEFENDANT:

A. FINKL & SONS CO.

BY: _____

Its: _____
[title of signatory]

DATE: _____

ENTERED:

JUDGE

DATE: _____

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ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JAMES JENNINGS, Acting Director
Illinois Environmental Protection Agency

BY: _____
STEPHEN J. SYLVESTER, Chief
Environmental Bureau
Assistant Attorney General


BY: _____
ANDREW ARMSTRONG
Chief Legal Counsel

DATE: _____

DATE: _____

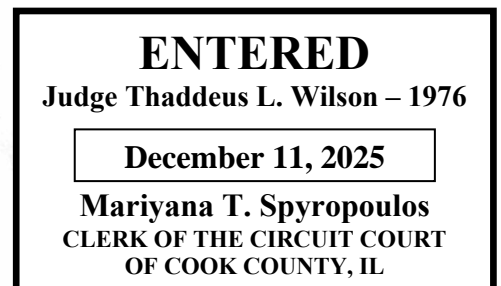
FOR THE DEFENDANT:

A. FINKL & SONS CO.

BY: 
Jay Verhoff
Its: VP of Operations
[title of signatory]

DATE: 11/10/2025

ENTERED:



 1976
JUDGE

DATE: _____