

LINE 06

1290

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS
CHANCERY DIVISION

1640

2580

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

Plaintiff,)

v.)

GO GLEN ELLYN TWO LLC,)
an Illinois limited liability company,)

BURDI CUSTOM BUILDERS, INC.,)
an Illinois limited liability company,)

and)

CONCRETE CONSTRUCTION)
COMPANY, an Illinois corporation,)

Defendants.)

FILED
MAR 28, 2025 02:03 PM
Candice Adams
CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

2460

No. 25 CH

56

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 for Immediate and Preliminary Injunction, 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) (2022), 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.* (2022); and having also alleged the Defendants Go Glen Ellyn Two LLC ("GGET"), Burdi Custom Builders, Inc. ("Burdi"), and Concrete Construction Company ("CCC") (collectively,

“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) (2022), to address the violations; and Defendants and Plaintiff having mutually agreed to the entry of this Agreed Immediate and Preliminary Injunction Order (“Agreed Order”);

NOW 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) (2022), which shall remain in effect until further order of this Court.

I. BACKGROUND

1. Plaintiff incorporates by reference herein the allegations in its Verified Complaint for Injunctive Relief and Civil Penalties filed on March 20, 2025 (“Complaint”).

2. Defendant GGET owns a former hotel commercial building (“Facility”) located at 677 Roosevelt Road, DuPage County, Illinois that is undergoing demolition (“Site”).

3. Plaintiff alleges in the Complaint that Defendants failed to properly remove, handle, and dispose of disturbed asbestos containing materials (“ACM”) at the Site; cause, threatened, or allowed the discharge of emission of regulated asbestos-containing material (“RACM”) into the environment thereby causing, threatening, or allowing air pollution; failing to adequately wet asbestos for removal and storage; and, failed to properly store and dispose of asbestos-containing waste material and that, by doing so, the Defendants created a substantial danger to the environment and the health and welfare of the general public, and violated the Act, Board regulations, and Asbestos NESHAP.

4. At a time better known to Defendants GGET and Burdi, Defendant GGET retained

Defendant Burdi, a general contractor, to manage demolition of the Facility (“Demolition Project”).

5. At a time better known to Defendants, Defendant Burdi retained Defendant CCC to perform demolition of the Facility.

6. In December 2024, or on dates better known to Defendants, CCC began demolition of the Facility.

7. On December 19, 2024, Illinois EPA received citizen complaints regarding the Demolition Project at the Site.

8. On December 20, 2024, Illinois EPA performed an inspection at the Site. At the time, three CCC employees were present at the Site working on the Demolition Project. During the inspection:

machinery, including a skidsteer and excavator, were present at the Site, large sections of the building at the Site had been completely demolished with a partial building still standing that was extensively damaged, with many sections of exterior walls destroyed (the “partially demolished building”).

In addition, large amounts of debris were present, including piles of debris in and near the partially demolished building, and many piles of debris were present at the Facility. While conducting the inspection where the Site was surrounded by populated areas, including many stores and restaurants, a truck at the Site was loaded with debris and left the Site, which on information and belief, contained Asbestos-Containing Waste Material (“ACWM”), the Site appeared to be dry and not adequately wetted, the Site’s debris was exposed to the environment, there was a single water tank to wet the debris at the Site and no system for monitoring the debris to ensure it remained wet.

9. On both December 22, 2024 and January 9, 2025, Illinois EPA performed additional inspections at the Site. At those times, no work was being done at the Site, the Site’s fence gate was open and unsecured, and debris at the Site from the Demolition Project was dry, uncovered, and exposed to the environment.

II. GENERAL PROVISIONS

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

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

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

4. Defendants shall not claim that any report or any exhibits or attachments thereto, or any portion thereof, submitted to the Plaintiff or the Illinois EPA pursuant to this Agreed Order are subject to attorney-client privilege or constitute attorney work product.

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

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

III. IMMEDIATE INJUNCTIVE RELIEF

1. Effective immediately upon the entry of this Agreed Order, Defendants shall continue to cease and desist from any and all activities at the Facility, including but not limited to:

- a. any and all demolition by any Defendants or any other entity; and
- b. any and all removal, handling, disturbing or disposal of ACM or RACM or ACWM, or any suspected such materials, except as authorized by an Illinois EPA-approved Design Plan.

2. Effective immediately upon the entry of this Agreed Order, Defendants shall continue to secure the Site to Illinois EPA's satisfaction, including locking and securing the Site and prohibiting and continuing to prohibit entry by any person other than Illinois-licensed asbestos professionals, anyone performing asbestos abatement work authorized to do so pursuant to an Illinois EPA-approved Design Plan, or other person authorized or approved by the Illinois EPA.

3. Effective immediately upon the entry of this Agreed Order, Defendants shall continue to take all necessary actions to prevent the discharge or release of asbestos into the air to Illinois EPA's satisfaction, including but not limited to continuing to implement measures to adequately wet, keep wet, and secure all debris at the Site, including debris in dumpsters; or, in the case of inclement weather that prevents wetting, cover and contain all debris at the Site, including dumpsters.

4. In the event of any additional discharge or release of ACM or RACM or ACWM at the Site, Defendants shall immediately notify Plaintiff and shall take all necessary actions to contain the ACM or RACM or ACWM.

5. Effective immediately upon the entry of this Agreed Order, Defendants shall continue to ensure that construction and demolition debris and other related materials from the Site are not removed from the Site and disposed of until Plaintiff has given written approval for disposal to a facility authorized to accept such debris.

6. Effectively immediately, Defendants shall submit to the Illinois EPA, Bureau of Air, Compliance Section, a complete "Notification of Demolition and Renovation" form. The form is available at: <https://www2.illinois.gov/epa/topics/air-quality/asbestos/Pages/default.aspx>.

7. Effectively immediately, Defendants shall submit to the Illinois EPA, Bureau of Air, Compliance Section, a certified check or money order payable to "Illinois EPA," in the amount

of \$300.00. Per Section 9.13(b) of the Illinois Environmental Protection Act, 415 ILCS 5/9.13(b) (2022), the fee for commencing demolition without submitting a notification and the requisite asbestos notification fee is \$300.00 or double the usual \$150.00 asbestos notification fee.

8. Effective immediately, each Defendant shall submit a commitment letter to Illinois EPA certifying that all future demolition activities in the State of Illinois will be performed in compliance with the Asbestos NESHAP, 40 C.F.R. 61, Subpart M, and all other federal, State, and local rules and regulations regarding ACM or RACM or ACWM.

IV. PRELIMINARY INJUNCTIVE RELIEF

9. Within 5 business days of the entry of this Agreed Order, Defendants shall hire a state-licensed asbestos professional to perform a complete asbestos inspection of the Site, including a full-depth inspection of dumpsters and any debris piles present. If a complete inspection of the Site is not possible, then any uninspected material must be assumed an ACWM.

10. Within 10 business days of the entry of this Agreed Order, Defendants shall submit to Illinois EPA for its review and approval, a copy of the asbestos inspection results to Plaintiff's representatives listed in Section V of this Agreed Order.

11. Within 15 calendar days of Illinois EPA's approval of the asbestos inspection in Section IV. 10, Defendants shall submit a project design plan ("Project Design Plan") to Illinois EPA for its review and approval that includes all of the following:

- a. Methods and procedures to be utilized to test the extent of asbestos contamination beyond the shared airspace;
- b. Detailed work practices and procedures to be used to properly decontaminate the entire shared airspace with air and surface clearance tests to follow;
- c. The means by which all ACM and/or RACM and/or ACWM involved in the Demolition Project will be handled, removed, and disposed of;

- d. Dust control measures to be utilized at the Site during future demolition activities throughout the remainder of the demolition of the Facility; and
- e. The identity of any additional entities contracted to engage in demolition at the Site.

12. Effective immediately upon Illinois EPA's approval of the Project Design Plan, Defendants shall begin implementing the Project Design Plan at the Site.

Inspection and Maintenance Records

13. Within 10 business days of the date of entry of this Agreed Order, Defendants shall submit to Plaintiff all records in their possession or control related to any and all actions taken to date regarding ACM or RACM or ACWM mitigation at the Site. Thereafter, Defendants shall submit to Plaintiff all records in their possession or control related to any and all actions taken at the Site until Illinois EPA confirms in writing that the asbestos abatement has been completed.

Summary Report

14. Within 21 days of the date of entry of this Agreed Order, Defendants shall provide to Plaintiff a written report based on information in their possession or control summarizing the Release and the work performed at the Site in response to the Release ("Summary Report"), including:

- a) the date demolition began of the Facility;
- b) a description of demolition work prior to December 20, 2024;
- c) a description of any and all objects that were removed from the Facility after same date as above, where said objects were taken, and who authorized their removal;
- d) all records in their possession from Patrick Keane, GGET's consultant, or any other environmental consultant; and
- e) documentation of all waste material that has been collected and/or removed from the Facility to date, including ACM, RACM, and ACWM the amount of said waste material, who removed it, and where it was taken.

15. Within seven (7) days of the date of entry of this Agreed Order, Defendants shall submit to Plaintiff the analytical data, results, and locations of any on-Site or off-Site sampling conducted by Defendants before, during or following the commencement of the Demolition Project not already submitted to Plaintiff by Defendants.

16. Defendants shall provide clarifying information as requested by Plaintiff, according to a schedule established by Plaintiff.

Restart of Demolition Project

17. Defendants shall not restart the Demolition Project or any related demolition at the Site until abatement is complete, except demolition needed as part of the abatement process, and only shall restart with written approval from Plaintiff that they may restart demolition.

V. NOTICES

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

FOR PLAINTIFF

Kevin Gartska
Assistant Attorneys General
Nancy J. Tikalsky
Senior Assistant Attorney General
Illinois Attorney General's Office
69 West Washington Street, Suite 1800
Chicago, Illinois 60602
Kevin.Garstka@ilag.gov
Nancy.Tikalsky@ilag.gov

Maureen Wozniak
Katherine VonDeBur
Assistant Counsels, Division of Legal Counsel
Bureau of Air Enforcement
Illinois Environmental Protection Agency
2520 West Iles Avenue
PO Box 19276
Springfield, Illinois 62704

Maureen.Wozniak@Illinois.gov
Katherine.A.VonDeBur@Illinois.gov

Peter Brusky
Bureau of Air, Field Operations Section
Illinois Environmental Protection Agency
2520 West Iles Avenue
PO Box 19276
Springfield, Illinois 62704
Peter.Brusky@Illinois.gov

Quinlan Chiu
Bureau of Air, Field Operations Section
Illinois Environmental Protection Agency
9511 Harrison St Ste 3
Des Plaines, IL 60016
Quinlan.Chiu@Illinois.gov

FOR DEFENDANTS GO GLEN ELLYN TWO LLC, BURDI CUSTOM BUILDERS, INC., and CONCRETE CONSTRUCTION COMPANY

Margaret Hill
Blank Rome LLP
130 North 18th Street
Philadelphia, PA 19103
margaret.hill@blankrome.com

Basileios Katris
Blank Rome LLP
444 West Lake Street
Suite 1650
Chicago, IL 60606
bill.katris@blankrome.com

VI. DUTY TO COOPERATE

The Plaintiff and Defendants shall cooperate with each other in the implementation of this Agreed Order.

VII. 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.* (2022), 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, RACM, and ACWM.

VIII. STIPULATED PENALTIES

1. If Defendants fail to comply with any of the requirements of this Agreed Interim Order without an agreed modification pursuant to Section XII, Defendants shall provide notice to the 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 (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 Defendants for their noncompliance with this Agreed Order. However, failure by the Plaintiff to make this demand shall not relieve Defendants of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date Defendants know or should have known of noncompliance with any provisions of this Agreed Order.

2. Pursuant to Section 42(g) of the Act, 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 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 Agreed Order.

4. All stipulated penalties and interest payments shall be made by certified check, cashier's check or money order payable to the 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
Illinois Environmental Protection Agency
2520 West Iles Avenue
PO Box 19276
Springfield, Illinois 62704

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
69 West Washington Street, Suite 1800
Chicago, Illinois 60602
Kevin.Garstka@ilag.gov

5. Stipulated penalties shall be in addition to, and not a substitute for, any other remedy or sanction available to the Plaintiff.

IX. 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.

X. 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 the Illinois EPA within 48 hours of the occurrence and written notice shall be given to the Attorney General's Office and the Illinois EPA no later than ten (10) 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 the Plaintiff as to 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.

XI. RIGHT OF ENTRY

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

and collect information, as they deem necessary.

XII. 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 V (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.

XIII. 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. The Plaintiff reserves the right to seek additional technical relief and civil penalties in this matter.

XIV. RETENTION OF JURISDICTION

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

XV. 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 Facility.

XVI. STATUS CONFERENCE WITH THE COURT

This matter is set for a status conference on June 6, 2025, at 9:00, without further notice.

XVII. SIGNATURE

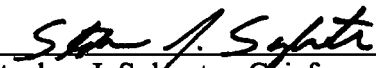
This Agreed Immediate and Preliminary Injunction Order may be signed in counterparts, all of which shall be considered one agreement.

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

AGREED:

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

MATTHEW J. DUNN, Chief
Environmental/Asbestos Litigation Division

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

DATE: 3/17/25

GO GLEN ELLYN TWO LLC

BY (print): _____

ITS: _____
Title

SIGNATURE: _____

DATE: _____

BURDI CUSTOM BUILDERS, INC.

BY (print): _____

ITS: _____
Title

SIGNATURE: _____

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MATTHEW J. DUNN, Chief
Environmental/Asbestos Litigation Division

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

DATE: _____

GO GLEN ELLYN TWO LLC

BY (print): PETER GOMPOULOS

ITS: MANAGER
Title

SIGNATURE: Peter Gomopoulos

DATE: 3/17/25

BURDI CUSTOM BUILDERS, INC.

BY (print): _____

ITS: _____
Title

SIGNATURE: _____

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Environmental/Asbestos Litigation Division

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

DATE: _____

GO GLEN ELLYN TWO LLC

BY (print): _____

ITS: _____
Title

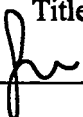
SIGNATURE: _____

DATE: _____

BURDI CUSTOM BUILDERS, INC.

BY (print): Anthony Burdi

ITS: President
Title

SIGNATURE:  _____

DATE: March 19, 2025

CONCRETE CONSTRUCTION COMPANY

BY (print): _____

ITS: _____
Title

SIGNATURE: _____

DATE: _____

ENTERED:

JUDGE

Date: _____

DATE: 3.19.2025

CONCRETE CONSTRUCTION COMPANY

BY (print): Mark Nicholas

ITS: Owner
Title

SIGNATURE: Mark Nicholas

DATE: 3.19.2025

ENTERED:

Tony
JUDGE

Date: 3/28/25