

**IN THE CIRCUIT COURT FOR THE FIFTH JUDICIAL CIRCUIT
VERMILION COUNTY, STATE OF ILLINOIS**

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

Plaintiff,)

v.)

No. 25-CH-

TACTICAL CLEANING ACQUISITION LLC,)
a Delaware limited liability company,)

Defendant.)

AGREED IMMEDIATE AND PRELIMINARY INJUNCTION ORDER

This matter 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, public health or welfare exists pursuant to the Act, 415 ILCS 5/1 *et seq.* (2022), and having also alleged that Defendant, TACTICAL CLEANING ACQUISITION LLC, a Delaware limited liability company ("Defendant"), has violated the Act and Illinois Pollution Control Board

("Board") regulations, and that a preliminary injunction should issue pursuant to Section 42(e) of

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ATTORNEY GENERAL

the Act, 415 ILCS 5/42(e) (2022), to restrain the violations; and the parties having agreed to the entry of this Agreed Immediate and Preliminary Injunction Order (“Agreed Order”), the Court enters the following immediate and preliminary injunction pursuant to Section 43(a) of the Act, 415 ILCS 5/43(a) (2022), and Section 42(e) of the Act, 415 ILCS 5/42(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 and Other Relief filed on May 14, 2025 (“Verified Complaint”).

2. Plaintiff alleges that Defendant has created circumstances of substantial danger to the environment, public health and welfare through causing, threatening, or allowing air pollution by emitting nitrogen oxides (NO_x), carbon monoxide (CO), sulfur dioxide (SO₂), particulate matter (PM), volatile organic compounds (VOCs), and hazardous air pollutants (HAPs) into the atmosphere from a portable flare or flares (“the Flare”) at 3401 East Lynch Creek Drive, Danville, in Vermilion County, Illinois (“Lynch Creek Facility”) on or about April 23, 2025, and on dates better known to Defendant.

II. GENERAL PROVISIONS

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

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

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

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

7. The Court shall retain jurisdiction of this matter, including for the purposes of interpreting and enforcing the terms and conditions of this Agreed Order.

III. COMPLIANCE MEASURES TO DATE

8. On April 30, 2025, Defendant informed Plaintiff that it had ceased all railcar flaring operations at the Lynch Creek Facility.

9. On May 1, 2025, Defendant submitted an initial response to Plaintiff's April 17, 2025 information request related to flaring operations at the Lynch Creek Facility. On June 4, 2025, Defendant supplemented its initial response.

IV. IMMEDIATE INJUNCTIVE RELIEF

10. Effective immediately upon entry of this Agreed Order, and until the written approval of the Plaintiff, Defendant shall cease and desist from operating the Flare.

V. PRELIMINARY INJUNCTIVE RELIEF

11. Within five (5) days from the entry of this Agreed Order, Defendant shall conduct an assessment of the Flare, including but not limited to an explanation of the cause of the release of unpermitted emissions, and shall submit to the Illinois EPA records of the results of the assessment, along with corrective actions that Defendant has taken, or will take, to control the flame and smoke from exiting the Flare into the atmosphere.

12. Within five (5) days from the entry of this Agreed Order, Defendant shall submit to Illinois EPA records documenting the number of railcars that were flared at the Lynch Creek

Facility from January 2024 to the present, and the materials that the railcars contained.

13. Within five (5) days from the entry of this Agreed Order, Defendant shall submit all records of maintenance and repair of the Flare at the Lynch Creek facility from 2024 through present to the Illinois EPA.

14. Within ten (10) days from the entry of this Agreed Order, Defendant shall submit records and data to the Illinois EPA that accurately reflect actual emissions from 2024 to the present at the Cannon Street and Lynch Creek facilities, and estimated annual emissions at the Lynch Creek Facility.

15. Within thirty (30) days from the entry of this Agreed Order, Defendant shall apply for the required operating permit for the Lynch Creek Facility.

16. If Plaintiff or Illinois EPA notifies Defendant of any errors or omissions in the documentation submitted pursuant to paragraphs 11 through 15 above, Defendant shall provide corrected or supplemented documentation to Illinois EPA within ten (10) days of such notification.

17. Defendant shall comply with the Act and the Board regulations at the Lynch Creek Facility.

VI. NOTICES

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

FOR PLAINTIFF

Samuel Henderson
Kevin D. Barnai
Assistant Attorneys General
Environmental Bureau
500 South Second Street
Springfield, Illinois 62706

Samuel.Henderson@ilag.gov
Kevin.Barnai@ilag.gov

Xinyi Wei
Assistant Counsel
Maureen Wozniak
Deputy General Counsel
Division of Legal Counsel
Illinois Environmental Protection Agency
Xinyi.Wei@Illinois.gov
Maureen.Wozniak@Illinois.gov

FOR DEFENDANT

Derek Thibodeau
Chief Operating Officer
Tactical Cleaning Acquisition LLC
303-947-1654
ddthibodeau@tacticalcleaning.com

Jennifer L. Beidel
Dykema Gossett PLLC
39577 Woodward Avenue
Suite 300
Bloomfield Hills, MI 48304
248-203-0506
jbeidel@dykema.com

VII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

19. This Agreed 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, 415 ILCS 5/1 *et seq.* (2022), the Board Regulations, 35 Ill. Adm. Code Pt. 101 *et seq.*, and all other State and federal rules and regulations regarding air pollution.

VIII. STIPULATED PENALTIES

20. If Defendant fails to comply with any of the requirements of this Agreed Order without an agreed modification pursuant to Section XI, Defendant shall provide notice to Plaintiff

of each failure to comply with this Agreed Order and shall pay stipulated penalties in the amount of \$400.00 per day per violation for up to the first fifteen (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 compliance is achieved. Plaintiff may make a demand for stipulated penalties upon Defendant for its noncompliance with this Agreed Order. However, failure by Plaintiff to make this demand shall not relieve Defendant of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date Defendant knows or should have known of its noncompliance with any provisions of this Agreed Order.

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

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

23. 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
2520 W. Iles Ave.
P.O. Box 19276
Springfield, IL 62794-9276

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

Samuel Henderson
Kevin D. Barnai
Assistant Attorneys General
Environmental Bureau
500 South Second Street
Springfield, Illinois 62706
Samuel.Henderson@ilag.gov
Kevin.Barnai@ilag.gov

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

IX. DISPUTE RESOLUTION

25. 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, either party to this Agreed Order may, by written motion, request that the parties hold an evidentiary hearing before the Circuit Court for the Fifth Judicial Circuit in Danville, Vermilion County, Illinois, to resolve the dispute between the parties.

X. FORCE MAJEURE

26. For the purpose of this Agreed Order, *force majeure* is an event arising beyond the reasonable control of Defendant 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 Defendant's reasonable control.

27. When, in the opinion of Defendant, circumstances have occurred that cause or may cause a delay in the performance of any of the requirements of this Agreed Order, Defendant shall notify the Attorney General's Office and the Illinois EPA in writing as soon as practicable, but oral notice shall be given 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. Failure to so notify the Attorney General's Office and the Illinois EPA shall constitute a waiver of any defense under this Section of this Agreed Order arising from said circumstances. Defendant shall provide a detailed, written description of the precise cause or causes of the claimed occurrence which resulted or will result in the delay, the nature of the delay and its expected duration, the measures taken or to be taken to prevent or mitigate the delay, and the timetable under which such measures will be taken. Defendant shall adopt all reasonable measures to avoid or minimize such delay.

28. If the parties agree that the delay has been or will be caused by circumstances beyond Defendant's control, the time for performance may be extended for a period equal to the length of the delay as the parties determine.

29. If the parties cannot agree that a *force majeure* event has occurred or the extent thereof, the dispute shall be resolved in accordance with Section IX of this Agreed Order. However, the invocation of the Dispute Resolution provisions of Section IX of this Agreed Order is not in and of itself a *force majeure* event. Defendant shall have the burden of proving *force majeure* by a preponderance of the evidence as a defense to compliance with this Agreed Order.

30. An increase in costs associated with implementing any requirement of this Agreed Order shall not, by itself, excuse Defendant under the provisions this Agreed Order from a failure

to comply with such a requirement.

XI. RIGHT OF ENTRY

31. 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 Site, at all reasonable times for the purpose of conducting inspections and evaluating compliance status. In conducting such inspections, Illinois EPA, its employees and representatives, and the Attorney General, his employees and representatives, may take photographs and samples and collect information, as they deem necessary.

XII. EXTENSIONS AND MODIFICATIONS

32. 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 representative(s) of the parties to the Agreed Order indicated in Section VI (Notices). Each such agreed modification shall be in writing and signed by an authorized representative of each party, which shall then be deemed incorporated by reference to this Agreed Order.

XIII. RESERVATION OF RIGHTS

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

XIV. STATUS CONFERENCE WITH THE COURT

34. This matter is set for a status conference on _____, 2025, at _____, without further notice.

XV. SIGNATURE

35. This Agreed Order may be signed in counterparts, all of which shall be considered one agreement.

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

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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: _____
Rachel R. Medina, Chief
Environmental Bureau
Assistant Attorney General

DATE: _____

Tactical Cleaning Acquisition LLC

BY: 

Name: Derek Thibodeau
Title: Chief Operating Officer

DATE: 6-12-2025

ENTERED:

JUDGE

Date: _____