

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
LAKE COUNTY, ILLINOIS  
CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS, )  
*ex rel.* KWAME RAOUL, Attorney General )  
of the State of Illinois, and )  
*ex rel.* ERIC RINEHART, )  
State’s Attorney of Lake County, )  
Illinois, )  
) )  
Plaintiff, )  
) )  
v. )  
) )  
V COVINGTON REALTY, LLC, )  
a Delaware limited liability company, )  
) )  
V COVINGTON, LLC d/b/a )  
LAKE BEHAVIORAL HOSPITAL, )  
a Delaware limited liability company, )  
) )  
REED ILLINOIS CORPORATION )  
d/b/a REED CONSTRUCTION, )  
an Illinois corporation, )  
) )  
K.L.F. ENTERPRISES, INC., )  
an Illinois corporation, )  
) )  
and )  
) )  
ALLIANCE ENVIRONMENTAL )  
CONTROL, INC., )  
an Illinois corporation, )  
) )  
Defendants. )

No. 24 CH \_\_\_\_  
2024CH00000121

**VERIFIED COMPLAINT FOR INJUNCTION AND CIVIL PENALTIES**

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, on his own motion and at the request of the ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“Illinois EPA”), and *ex rel.* ERIC RINEHART,

State’s Attorney of Lake County, Illinois, on his own motion, complains of Defendants, V COVINGTON REALTY, LLC, a Delaware limited liability company (“Covington Realty”), V COVINGTON, LLC, a Delaware limited liability company, d/b/a LAKE BEHAVIORAL HOSPITAL (“Covington”), REED ILLINOIS CORPORATION, an Illinois corporation d/b/a REED CONSTRUCTION (“Reed”), K.L.F. ENTERPRISES, INC., an Illinois corporation (“K.L.F.”), and ALLIANCE ENVIRONMENTAL CONTROL, INC., an Illinois corporation (“Alliance”), (referred to collectively as “Defendants”), as follows:

**COUNT I**  
**SUBSTANTIAL DANGER TO THE ENVIRONMENT,**  
**PUBLIC HEALTH AND WELFARE**

1. This Count is brought on behalf of the PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, the Attorney General of the State of Illinois, on his own motion and at the request of the Illinois EPA, and *ex rel.* ERIC RINEHART, State’s Attorney of Lake County, Illinois, on his own motion, against Defendants pursuant to the terms and provisions of Section 43(a) of the Illinois Environmental Protection Act (the “Act”), 415 ILCS 5/43(a) (2022), and is an action to restrain a substantial danger to public health and welfare, and to the environment. Plaintiff seeks immediate and preliminary injunctive relief and civil penalties for the release of asbestos into the environment at a medical facility located at 2615 Washington Street, Waukegan, Lake County, Illinois (the “hospital campus”).

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 (2022), and charged, *inter alia*, with the duty of enforcing the Act.

3. At all times relevant to this Verified Complaint, Covington Realty was and is a Delaware limited liability company in good standing and authorized to do business in the State of Illinois.

4. At all times relevant to this Verified Complaint, Covington was and is a Delaware limited liability company in good standing and authorized to do business in the State of Illinois.

5. At all times relevant to this Verified Complaint, Reed was and is an Illinois corporation in good standing.

6. At all times relevant to this Verified Complaint, K.L.F. was and is an Illinois corporation in good standing.

7. At all times relevant to this Verified Complaint, Alliance was and is an Illinois corporation in good standing.

8. At all times relevant to this Verified Complaint, Covington Realty has been and is the owner of the hospital campus.<sup>1</sup>

9. According to the State of Illinois Demolition/Renovation/Asbestos Project Notification Form provided by Alliance to the Illinois EPA, Covington operates a medical facility at 2615 Washington Street, Waukegan, Illinois as Lake Behavioral Hospital. The property, a hospital campus, is open to the public.

10. As of the date of the filing of this Complaint, the hospital campus is located in an area of Environmental Justice (“EJ”) concern as identified using Illinois EPA EJ Start.

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<sup>1</sup> See Lake County Assessor’s Office Property Tax Information, located at <https://tax.lakecountyil.gov/Datalets/PrintDatalet.aspx?pin=0819400058&gsp=PROFILEALL&taxyear=2023&jur=049&ownseq=0&card=1&roll=RP&State=1&item=1&items=-1&all=undefined&ranks=Datalet>.

11. The hospital campus consists of multiple buildings, including medical facilities, residences, and parking structures. The area at issue is a group of buildings fenced off from the rest of the campus and no longer in use by the hospital (“Facility”).

12. On November 15, 2022, Covington contracted with Reed to act as the general contractor for a project to demolish the buildings at the Facility (“demolition project”), according to the “Agreement Between Owner and Contractor for Demolition” submitted to Illinois EPA on March 19, 2024.

13. The State of Illinois Demolition/Renovation/Asbestos Project Notification Form submitted by Alliance to the Illinois EPA on or about February 22, 2024, states that Alliance was the asbestos contractor at the Facility.

14. On April 21, 2023, Reed subcontracted K.L.F. to complete the demolition work for the demolition project at the Facility, according to the “Subcontract” submitted to Illinois EPA on March 19, 2024.

15. In late May or early June 2023, on dates better known to Defendants, upon information and belief, and according to information provided to the Illinois EPA by Defendants, K.L.F. began demolition of the Facility.

16. According to information provided to the Illinois EPA by Defendants, on or about November 17, 2023, a stop work order was issued for the Facility.

17. According to paperwork provided to the Illinois EPA, Weaver Consultants Group (“Weaver”) was retained by Reed to conduct a survey of suspect asbestos containing material (“ACM”) at the Facility. Weaver conducted the survey on November 20, 2023, and issued a report the next day (“the Weaver Survey”).

18. The Weaver Survey indicated that the survey was limited to spray-applied fireproofing on structural steel beams and columns located in a demolition debris pile at the Facility and that a total of nine bulk samples of spray-on fireproofing were collected from the debris pile at the Facility.

19. According to the Weaver Survey, Weaver sent nine bulk samples to an accredited laboratory. The laboratory analyzed one of the samples for the presence of asbestos fibers using Polarized Light Microscopy pursuant to method EPA/600/R-93/116. Laboratory results tested positive for chrysotile asbestos.

20. On March 7, 2024, Illinois EPA received the Weaver Survey, with results from samples taken by Weaver on November 20, 2023.

21. On March 7, 2024, Illinois EPA performed an inspection at the Facility. At that time, no one was present at the Facility and no work was underway, though machinery was present.

22. As of March 7, 2024, large sections of buildings at the Facility had been completely demolished.

23. As of March 7, 2024, a building that was still standing was extensively damaged, with many sections of exterior walls destroyed (the “partially demolished building”). Within the observable interior areas of that building, floors were collapsing and steel beams and columns were protruding.

24. As of March 7, 2024, large amounts of debris were present, including piles of debris near the partially demolished building. Distributed debris and many piles of debris on the south and west sides of the Facility were present. Debris was also present in an open pit along the south side of the Facility.

25. As of March 7, 2024, spray-on fireproofing of the type found to be ACM in the Weaver Survey was present on and around steel beams in a debris pile. ACM in the form of spray-on fireproofing was also present and in poor condition on steel beams and columns throughout the partially demolished building and on exposed beams in the open pit.

26. As of March 7, 2024, one building on the east side of the Facility was intact.

27. As of March 7, 2024, the Facility was immediately adjacent to an operating hospital and parking structure open to the public and was surrounded by populated areas.

28. As of March 7, 2024, the Facility appeared to be dry and not adequately wetted.

29. On March 7, 2024, there was no process in place to wet the debris at the Facility and no system for monitoring the debris to ensure it remained wet.

30. On March 7, 2024, damaged sections of the fence were repaired with baling wire and several access points in the fence were unlocked.

31. Upon information and belief, no licensed asbestos abatement professional was present at the Facility during demolition.

32. Asbestos is known to increase the risk of cancer in humans, and exposure to asbestos has been associated with adverse health effects such as lung cancer and mesothelioma. Agency for Toxic Substances and Disease Registry, U.S. Centers for Disease Control and Prevention, ToxFAQs for Asbestos, available at [https://wwwn.cdc.gov/TSP/ToxFAQs/ToxFAQsDetails.aspx?faqid=29&toxid=4#:~:text=It%20is%20known%20that%20breathing,abdominal%20cavity%20\(the%20peritoneum\)](https://wwwn.cdc.gov/TSP/ToxFAQs/ToxFAQsDetails.aspx?faqid=29&toxid=4#:~:text=It%20is%20known%20that%20breathing,abdominal%20cavity%20(the%20peritoneum)) (last visited March 27, 2024).

33. Section 43(a) of the Act, 415 ILCS 5/43(a) (2022), provides, in pertinent part, as follows:

- (a) In circumstances of substantial danger to the environment or to the public health of persons or to the welfare of persons where such danger is to the livelihood of such persons, the State's Attorney or Attorney General, upon request of the Agency or on his own motion, may institute a civil action for an immediate injunction to halt any discharge or other activity causing or contributing to the danger or to require such other action as may be necessary. The court may issue an ex parte order and shall schedule a hearing on the matter not later than 3 working days from the date of injunction.

34. By allowing demolition activity at the Facility while spray-on fireproofing containing asbestos was present, Covington Realty caused or allowed the improper handling of asbestos-containing materials ("ACM") and caused or allowed the release of asbestos fibers, a known human carcinogen, into the environment.

35. By allowing demolition activity at the Facility while spray-on fireproofing containing asbestos was present, Covington caused or allowed the improper handling of ACM and caused or allowed the release of asbestos fibers, a known human carcinogen, into the environment.

36. By allowing demolition activity at the Facility while spray-on fireproofing containing asbestos was present, Reed caused or allowed the improper handling of ACM and caused or allowed the release of asbestos fibers, a known human carcinogen, into the environment.

37. By allowing demolition activity at the Facility while spray-on fireproofing containing asbestos was present, K.L.F. caused or allowed the improper handling of ACM and caused or allowed the release of asbestos fibers, a known human carcinogen, into the environment.

38. By allowing demolition activity at the Facility while spray-on fireproofing containing asbestos was present, Alliance caused or allowed the improper handling ACM and caused or allowed the release of asbestos fibers, a known human carcinogen, into the environment.

39. By allowing the aforementioned demolition work to be conducted without using a licensed asbestos abatement professional, Covington Realty caused or allowed the improper handling of ACM and caused or allowed the release of asbestos fibers in the Facility and into the environment.

40. By allowing the aforementioned demolition work to be conducted without using a licensed asbestos abatement professional, Covington caused or allowed the improper handling of ACM and caused or allowed the release of asbestos fibers in the Facility and into the environment.

41. By allowing the aforementioned demolition work to be conducted without using a licensed asbestos abatement professional, Reed caused or allowed the improper handling of ACM and caused or allowed the release of asbestos fibers in the Facility and into the environment.

42. By allowing the aforementioned demolition work to be conducted without using a licensed asbestos abatement professional, K.L.F. caused or allowed the improper handling of ACM and caused or allowed the release of asbestos fibers in the Facility and into the environment.

43. By allowing the aforementioned demolition work to be conducted without using a licensed asbestos abatement professional, Alliance caused or allowed the improper handling of ACM and caused or allowed the release of asbestos fibers in the Facility and into the environment.

44. By failing to properly remove, handle, and dispose of ACM, Covington Realty, by their actions or omissions as alleged herein, have caused or allowed the release of asbestos, a known human carcinogen, and created circumstances of substantial danger to the environment and the public health and welfare of Illinois' citizens, in violation of the requirements of the Act.

45. By failing to properly remove, handle, and dispose of ACM, Covington, by their actions or omissions as alleged herein, have caused or allowed the release of asbestos, a known



human carcinogen, and created circumstances of substantial danger to the environment and the public health and welfare of Illinois' citizens, in violation of the requirements of the Act.

46. By failing to properly remove, handle, and dispose of ACM, Reed, by their actions or omissions as alleged herein, have caused or allowed the release of asbestos, a known human carcinogen, and created circumstances of substantial danger to the environment and the public health and welfare of Illinois' citizens, in violation of the requirements of the Act.

47. By failing to properly remove, handle, and dispose of ACM, K.L.F., by their actions or omissions as alleged herein, have caused or allowed the release of asbestos, a known human carcinogen, and created circumstances of substantial danger to the environment and the public health and welfare of Illinois' citizens, in violation of the requirements of the Act.

48. By failing to properly remove, handle, and dispose of ACM, Alliance, by their actions or omissions as alleged herein, have caused or allowed the release of asbestos, a known human carcinogen, and created circumstances of substantial danger to the environment and the public health and welfare of Illinois' citizens, in violation of the requirements of the Act.

49. The substantial danger to the environment and to the public health and welfare of Illinois' citizens shall continue until such time as Defendants properly remove and dispose of the ACM and take proper measures to abate the migration of asbestos throughout the Facility and surrounding environment.

50. The substantial danger alleged herein will continue or recur 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 grant an immediate and preliminary injunction in favor of Plaintiff and against Defendants, V COVINGTON REALTY, LLC, a Delaware limited liability company, V COVINGTON, LLC, a Delaware limited liability company, d/b/a LAKE BEHAVIORAL HOSPITAL, REED ILLINOIS CORPORATION, an Illinois corporation, d/b/a REED CONSTRUCTION, K.L.F. ENTERPRISES, INC., an Illinois corporation, and ALLIANCE ENVIRONMENTAL CONTROL, INC., an Illinois corporation, on this Count I, as follows:

1. Finding that Defendants have each created and maintained a substantial danger to the environment and to public health and welfare;
2. Enjoining Defendants from creating or maintaining any further substantial endangerment pursuant to Section 43(a) of the Act, 415 ILCS 5/43(a) (2022);
3. Ordering Defendants to take all necessary actions to properly address the substantial danger to the environment, and to the public health and welfare, including but not limited to removing and disposing of the ACM, and taking proper measures to abate the migration of asbestos throughout the Facility and surrounding environment, submitting to Illinois EPA a detailed summary of all asbestos removal and demolition activities at the Facility within 30 days of completion, and providing a written statement that all future demolition activities will be performed in compliance with federal and state rules and regulations regarding ACM;
4. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2022), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and
5. Granting such other relief as this Court deems appropriate and just.

**COUNT II**  
**AIR POLLUTION**

1. This Count is brought on behalf of the PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, on his own motion and at the request of the Illinois EPA, and *ex rel.* ERIC RINEHART, State’s Attorney of Lake County, Illinois, on his own motion, pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42 (d) and (e) (2022).

2–31. Plaintiff re-alleges and incorporates herein by reference paragraphs 2 through 31 of Count I as paragraphs 2 through 31 of this Count II.

32. 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;

33. 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 . . .

34. Section 3.315 of the Act, 415 ILCS 5/3.315 (2022), provides the following definition:

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

35. Covington Realty, a limited liability company, is a “person” as that term is defined in Section 3.315 of the Act, 415 ILCS 5/3.315 (2022).

36. Covington, a limited liability company, is a “person” as that term is defined in Section 3.315 of the Act, 415 ILCS 5/3.315 (2022).

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

38. K.L.F., a corporation, is a “person” as that term is defined in Section 3.315 of the Act, 415 ILCS 5/3.315 (2022).

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

40. 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.

41. Asbestos is a “contaminant” as that term is defined in Section 3.165 of the Act, 415 ILCS 5/3.165 (2022).

42. 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.

43. As alleged herein, the Defendants’ release of asbestos, a contaminant, from the Facility into the atmosphere was of a sufficient quantity and duration and of such a hazardous

nature, as a known human carcinogen, that it was likely to cause injury to human and animal life and health or to unreasonably interfere with the enjoyment of life or property. The release of asbestos from the Facility 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).

44. By allowing disturbed asbestos-containing fireproofing on beams to remain exposed at the Facility, Covington Realty caused or allowed the improper removal, handling, and storage of ACM at the Facility, thereby causing, threatening, or allowing the discharge or emission of asbestos into the environment.

45. By allowing disturbed asbestos-containing fireproofing on beams to remain exposed at the Facility, Covington caused or allowed the improper removal, handling, and storage of ACM at the Facility, thereby causing, threatening, or allowing the discharge or emission of asbestos into the environment.

46. By allowing disturbed asbestos-containing fireproofing on beams to remain exposed at the Facility, Reed caused or allowed the improper removal, handling, and storage of ACM at the Facility, thereby causing, threatening, or allowing the discharge or emission of asbestos into the environment.

47. By allowing disturbed asbestos-containing fireproofing on beams to remain exposed at the Facility, K.L.F. caused or allowed the improper removal, handling, and storage of ACM at the Facility, thereby causing, threatening, or allowing the discharge or emission of asbestos into the environment.

48. By allowing disturbed asbestos-containing fireproofing on beams to remain exposed at the Facility, Alliance caused or allowed the improper removal, handling, and storage

of ACM at the Facility, thereby causing, threatening, or allowing the discharge or emission of asbestos into the environment.

49. 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, Covington Realty 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.

50. 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, Covington 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.

51. 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, Reed 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.

52. 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, K.L.F. 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.

53. 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, Alliance 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.

54. 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 a preliminary injunction and, after trial, a permanent injunction in favor of Plaintiff and against Defendants, V COVINGTON REALTY, LLC, a Delaware limited liability company, V COVINGTON, LLC, a Delaware limited liability company, d/b/a LAKE BEHAVIORAL HOSPITAL, REED ILLINOIS CORPORATION, an Illinois corporation, d/b/a REED CONSTRUCTION, K.L.F. ENTERPRISES, INC., an Illinois corporation, and ALLIANCE ENVIRONMENTAL CONTROL, INC., an Illinois corporation, on this Count II, as follows:

1. Finding that Defendants have each 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;
2. Enjoining Defendants 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;
3. Ordering Defendants to undertake all necessary corrective action that will result in a final and permanent abatement of the 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 ;
4. Assessing against each Defendant a civil penalty of up to Fifty Thousand Dollars (\$50,000.00) for each violation of the Act, and regulations promulgated thereunder, and an additional civil penalty of up to Ten Thousand Dollars (\$10,000.00) for each day each violation continues;

5. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2022), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.

**COUNT III**  
**VIOLATION OF ASBESTOS EMISSION CONTROL PROCEDURES BY**  
**FAILING TO INSPECT FOR ASBESTOS**

1–37. Plaintiff re-alleges and incorporates by reference herein paragraphs 2 through 31 of Count I and paragraphs 1 and 35 through 40 of Count II as paragraphs 1 through 37 of this Count III.

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

(d) No person shall:

(1) violate any provision of Section 111, 112, 165, or 173 of the Clean Air Act, as now or hereafter amended, or federal regulations adopted pursuant thereto; . . .

39. Section 112(d)(1) of the Clean Air Act, 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 ...

40. Subpart M of Title 40, Part 61 of the Code of Federal Regulations (“C.F.R.”) was adopted pursuant to Section 112 of the Clean Air Act as part of the National Emission Standards for Hazardous Air Pollutants (“NESHAP”) regulations. Subpart M contains the NESHAP for asbestos. The standards of 40 C.F.R. 61, Subpart M are enforceable in the State of Illinois pursuant to Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).



41. Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, provides, in pertinent part, the following 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 II nonfriable asbestos-containing material (ACM)* means any material, excluding Category 1 nonfriable ACM, containing more than 1 percent asbestos as determined using the methods specified in Appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

*Commercial asbestos* means any material containing asbestos that is extracted from ore and has value because of its asbestos content.

*Cutting* means to penetrate with a sharp-edged instrument and includes sawing, but does not include shearing, slicing, or punching.

*Demolition* means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

*Facility* means any . . . commercial, . . . industrial, or residential structure, installation, or building . . .

*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 E,

subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure . . .

*Nonfriable asbestos-containing material* means any material 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, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

*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.

*Strip* means to take off RACM from any part of a facility or facility components.

*Visible emissions* means any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

*Waste generator* means any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

42. The Facility is a set of commercial buildings, and therefore is a “facility” as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

43. The Facility is approximately eight acres and contains support beams covered in asbestos containing spray-on fireproofing, equating to at least 160 square feet of the spray-on

fireproofing, previously identified as either friable asbestos material or Category II nonfriable ACM.

44. The spray-on fireproofing 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 at the Facility.

45. Because the spray-on fireproofing 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 at the Facility it is “regulated asbestos-containing material” (“RACM”), as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

46. Activities at the Facility included the wrecking or taking out of load-supporting structural members of the Facility.

47. Because activities at the Facility included the wrecking or taking out of load-supporting structural members of the Facility, they were therefore a “demolition” at the Facility as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

48. Covington Realty is the owner of the Facility and is therefore an “owner” of a demolition activity, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

49. Covington is the operator of the Facility and is therefore an “operator” of a demolition activity, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

50. Reed operated, controlled, and/or supervised the demolition operations at the Facility. Reed is therefore an “operator” of a demolition activity, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141 .

51. K.L.F. operated, controlled, and/or supervised the demolition operations at the Facility. K.L.F. is therefore an “operator” of a demolition activity, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141 .

52. Alliance operated, controlled, and/or supervised the demolition operations at the Facility. Alliance is therefore an “operator” of a demolition activity, as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141 .

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

- (a) To determine which requirements of paragraphs (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...

54. Upon information and belief, Covington Realty, as owner, failed to thoroughly inspect the Facility for the presence of asbestos prior to the commencement of demolition activities.

55. Covington Realty’s failure to inspect the Facility for the presence of asbestos violated Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a).

56. Upon information and belief, Covington, as operator, failed to thoroughly inspect the Facility for the presence of asbestos prior to the commencement of demolition activities.

57. Covington's failure to inspect the Facility for the presence of asbestos violated Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a).

58. Upon information and belief, Reed, as operator, failed to thoroughly inspect the Facility for the presence of asbestos prior to the commencement of demolition activities.

59. Reed's failure to inspect the Facility for the presence of asbestos violated Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a).

60. Upon information and belief, K.L.F., as operator, failed to thoroughly inspect the Facility for the presence of asbestos prior to the commencement of demolition activities.

61. K.L.F.'s failure to inspect the Facility for the presence of asbestos violated Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a).

62. Upon information and belief, Alliance, as operator, failed to thoroughly inspect the Facility for the presence of asbestos prior to the commencement of demolition activities.

63. Alliance's failure to inspect the Facility for the presence of asbestos violated Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a).

64. By violating Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), Covington Realty, as owner of the Facility, thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

65. By violating Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), Covington, as operator of the Facility, thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

66. By violating Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), Reed, as an operator of demolition activities at the Facility, thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

67. By violating Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), K.L.F., as an operator of demolition activities at the Facility, thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

68. By violating Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), Alliance, as an operator of demolition activities at the Facility, thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

69. 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 a preliminary injunction and, after trial, a permanent injunction, in favor of Plaintiff and against Defendants, V COVINGTON REALTY, LLC, a Delaware limited liability company, V COVINGTON, LLC, a Delaware limited liability company, d/b/a LAKE BEHAVIORAL HOSPITAL, REED ILLINOIS CORPORATION, an Illinois corporation, d/b/a REED CONSTRUCTION, K.L.F. ENTERPRISES, INC., an Illinois corporation, and ALLIANCE ENVIRONMENTAL CONTROL, INC., an Illinois corporation, on this Count III, as follows:

1. Finding that Defendants have each 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);
2. Enjoining Defendants from 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);

3. Ordering Defendants to undertake all necessary corrective action that will result in a final and permanent abatement of the violations 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);

4. Assessing against each Defendant a civil penalty of up to Fifty Thousand Dollars (\$50,000.00) for each violation of the Act, and regulations promulgated thereunder, and an additional civil penalty of up to Ten Thousand Dollars (\$10,000.00) for each day each violation continues;

5. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2022), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.

**COUNT IV**  
**FAILURE TO ADEQUATELY WET RACM DURING DEMOLITION**

1–50. Plaintiff re-alleges and incorporates by reference herein paragraphs 2 through 31 of Count I, paragraphs 1 and 35 through 40 of Count II, and paragraphs 39 through 51 of Count III as paragraphs 1 through 50 of this Count IV.

51. Section 61.145(a)(2)(i) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a)(2)(i), provides, in pertinent part, as follows:

(a) ...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:

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(2) In a facility being demolished, all the requirements of paragraphs (b) and (c) of this section apply, except as provided in paragraph (a)(3) of this section, if the combined amount of RACM is

52. Demolition activity at the Facility exposed asbestos containing spray-on fireproofing on steel beams in excess of the 160 square feet of RACM necessary to establish the applicability of the Asbestos NESHAP, pursuant to Section 61.145(a)(2)(i) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a)(2)(i).

53. The requirements of Section 61.145 of the Asbestos NESHAP, 40 C.F.R. § 61.145, apply to the demolition operations conducted at the Facility.

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

\*\*\*

- (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.

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- (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, except as described in paragraph (c)(5) of this section.



\*\*\*

- (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 § 61.150 . . .

55. Upon information and belief, beginning on dates better known to Defendants, Covington Realty, as owner, (a) failed to adequately wet or otherwise capture and contain RACM during demolition activities; and (b) failed to adequately wet RACM removed or stripped at the Facility and ensure it remained wet until it could be collected and contained or treated in preparation for disposal.

56. Upon information and belief, beginning on dates better known to Defendants, Covington, as operator, (a) failed to adequately wet or otherwise capture and contain RACM during demolition activities; and (b) failed to adequately wet RACM removed or stripped at the Facility and ensure it remained wet until it could be collected and contained or treated in preparation for disposal.

57. Upon information and belief, beginning on dates better known to Defendants, Reed, as operator, (a) failed to adequately wet or otherwise capture and contain RACM during cutting, disjoining, removal, or stripping operations; and (b) failed to adequately wet RACM removed or stripped at the Facility and ensure it remained wet until it could be collected and contained or treated in preparation for disposal.

58. Upon information and belief, beginning on dates better known to Defendants, K.L.F., as operator, (a) failed to adequately wet or otherwise capture and contain RACM during cutting, disjoining, removal, or stripping operations, and (b) failed to adequately wet RACM

removed or stripped at the Facility and ensure it remained wet until it could be collected and contained or treated in preparation for disposal.

59. Upon information and belief, beginning on dates better known to Defendants, Alliance, as operator, (a) failed to adequately wet or otherwise capture and contain RACM during cutting, disjoining, removal, or stripping operations, and (b) failed to adequately wet RACM removed or stripped at the Facility and ensure it remained wet until it could be collected and contained or treated in preparation for disposal.

60. By failing to adequately wet the RACM, and ensure that it remained wet, Covington Realty violated Section 61.145(c)(2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), (3), (4), and (6), thereby violating Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

61. By failing to adequately wet the RACM, and ensure that it remained wet, Covington violated Section 61.145(c)(2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), (3), (4), and (6), thereby violating Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

62. By failing to adequately wet the RACM, and ensure that it remained wet, Reed violated Section 61.145(c)(2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), (3), (4), and (6), thereby violating Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

63. By failing to adequately wet the RACM, and ensure that it remained wet, K.L.F. violated Section 61.145(c)(2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), (3), (4), and (6), thereby violating Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

64. By failing to adequately wet RACM, and ensure that it remained wet, Alliance violated Section 61.145(c)(2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), (3), (4), and (6), thereby violating 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 a preliminary injunction and, after trial, a permanent injunction, in favor of Plaintiff and against Defendants, V COVINGTON REALTY, LLC, a Delaware limited liability company, V COVINGTON, LLC, a Delaware limited liability company, d/b/a LAKE BEHAVIORAL HOSPITAL, REED ILLINOIS CORPORATION, an Illinois corporation, d/b/a REED CONSTRUCTION, K.L.F. ENTERPRISES, INC., an Illinois corporation, and ALLIANCE ENVIRONMENTAL CONTROL, INC., an Illinois corporation, on this Count IV, as follows:

1. Finding that Defendants have each violated Section 61.145(c)(2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(2), (3), (4) and (6), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

2. Enjoining Defendants from further violations of Section 61.145(c)(2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c) (2), (3), (4), and (6), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

3. Ordering Defendants to undertake all necessary corrective action that will result in a final and permanent abatement of the violations of Section 61.145(c)(2), (3), (4), and (6) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c) (2), (3), (4), and (6), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

4. Assessing against each Defendant a civil penalty of up to Fifty Thousand Dollars (\$50,000.00) for each violation of the Act, and regulations promulgated thereunder, and an additional civil penalty of up to Ten Thousand Dollars (\$10,000.00) for each day each violation continues;

5. Ordering Defendants, pursuant to Section 42 of the Act, 415 ILCS 5/42(f) (2022), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.

**COUNT V**  
**HANDLING ASBESTOS WITHOUT A TRAINED,**  
**ON-SITE REPRESENTATIVE**

1–53. Plaintiff re-alleges and incorporates by reference herein paragraphs 2 through 31 of Count I, paragraphs 1 and 35 through 40 of Count II, paragraphs 39 through 51 of Count III, and paragraphs 53 through 55 of Count IV as paragraphs 1 through 53 of this Count V.

54. Section 61.145(c)(8) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(8), provides the following requirements for the disposal of RACM during demolition operations:

Effective 1 year after promulgation of this regulation, no RACM shall be stripped, removed, or 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. . .

55. Covington Realty, as owner of the Facility, caused or allowed RACM at the Facility, which is subject to 40 C.F.R. § 61.145 (“regulated facility”), to be stripped, removed, or otherwise handled or disturbed without at least one on-site representative who was trained in the provisions of the Asbestos NESHAP and the means of complying with them.

56. Covington, as operator of the Facility, caused or allowed RACM at the Facility, which is a regulated facility, to be stripped, removed, or otherwise handled or disturbed without at least one on-site representative who was trained in the provisions of the Asbestos NESHAP and the means of complying with them.

57. Reed, as operator of the Facility, caused or allowed RACM at the Facility, which is a regulated facility, to be stripped, removed, or otherwise handled or disturbed without at least one on-site representative who was trained in the provisions of the Asbestos NESHAP and the means of complying with them.

58. K.L.F., as operator of the Facility, caused or allowed RACM at the Facility, which is a regulated facility, to be stripped, removed, or otherwise handled or disturbed without at least one on-site representative who was trained in the provisions of the Asbestos NESHAP and the means of complying with them.

59. Alliance, as operator of the Facility, caused or allowed RACM at the Facility, which is a regulated facility, to be stripped, removed, or otherwise handled or disturbed without at least one on-site representative who was trained in the provisions of the Asbestos NESHAP and the means of complying with them.

60. By causing or allowing RACM at the Facility, a regulated facility, to be stripped, removed, or otherwise handled or disturbed without at least one on-site representative present who was trained in the provisions of and compliance with the Asbestos NESHAP, Covington Realty 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).

61. By causing or allowing RACM at the Facility, a regulated facility, to be stripped, removed, or otherwise handled or disturbed without at least one on-site representative present who

was trained in the provisions of and compliance with the Asbestos NESHAP, Covington 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).

62. By causing or allowing RACM at the Facility, a regulated facility, to be stripped, removed, or otherwise handled or disturbed without at least one on-site representative present who was trained in the provisions of and compliance with the Asbestos NESHAP, Reed 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).

63. By stripping, removing, or otherwise handling or disturbing RACM at the Facility, a regulated facility, without at least one on-site representative present who was trained in the provisions of and compliance with the Asbestos NESHAP, K.L.F. 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. By stripping, removing, or otherwise handling or disturbing RACM at the Facility, a regulated facility, without at least one on-site representative present who was trained in the provisions of and compliance with the Asbestos NESHAP, Alliance 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).

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 a trial, permanent injunctive relief.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, respectfully requests that this Court enter an immediate and preliminary injunction and, after trial, a permanent injunction, in favor of Plaintiff and against Defendants, V COVINGTON REALTY, LLC, a Delaware limited liability company, V COVINGTON, LLC, a Delaware limited liability company, d/b/a LAKE BEHAVIORAL HOSPITAL, REED ILLINOIS CORPORATION, an Illinois corporation, d/b/a REED CONSTRUCTION, K.L.F. ENTERPRISES, INC., an Illinois corporation, and ALLIANCE ENVIRONMENTAL CONTROL, INC., an Illinois corporation, on this Count V, as follows:

1. Finding that Defendants have each 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);
2. Enjoining Defendants from 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);
3. Ordering Defendants to undertake all necessary corrective action that will result in a final and permanent abatement of the 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);
4. Assessing against each Defendant a civil penalty of up to Fifty Thousand Dollars (\$50,000.00) for each violation of the Act, and regulations promulgated thereunder, and an additional civil penalty of up to Ten Thousand Dollars (\$10,000.00) for each day each violation continues;

5. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2022), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.

**COUNT VI**  
**FAILURE TO PROPERLY DISPOSE OF**  
**ASBESTOS-CONTAINING WASTE MATERIAL**

1–50. Plaintiff re-alleges and incorporates by reference herein paragraphs 2 through 31 of Count I, paragraphs 1 and 35 through 40 of Count II, and paragraphs 39 through 51 of Count III as paragraphs 1 through 50 of this Count VI.

51. Section 61.150 of the Asbestos NESHAP, 40 C.F.R. § 61.150, provides, in pertinent part, as follows:

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 paragraph (a) (1) through (4) of this section.
  - (1) Adequately wet asbestos-containing waste material as follows:
    - (i) Mix control device asbestos waste to form a slurry; adequately wet other asbestos-containing waste material; and
    - (ii) Discharge no visible emissions to the outside air from collection, mixing, wetting, and handling operations, or use the methods specified by §61.152 to clean emissions containing particulate asbestos material before they escape to, or are vented to, the outside air; and



- (iii) After wetting, seal all asbestos-containing waste material in leak-tight containers while wet; or, for materials that will not fit into containers without additional breaking, put materials into leak-tight wrapping; and
  - (iv) Label the containers or wrapped materials specified in paragraph (a)(1)(iii) of this section using warning labels specified by Occupational Safety and Health Standards of the Department of Labor, Occupational Safety and Health Administration (OSHA) under 29 CFR 1910.1001(j)(4) or 1926.1101(k)(8). The labels shall be printed in letters of sufficient size and contrast so as to be readily visible and legible.
  - (v) For asbestos-containing waste material to be transported off the facility site, label containers or wrapped materials with the name of the waste generator and the location at which the waste was generated.
- (2) Process asbestos-containing waste material into nonfriable forms as follows:
- (i) Form all asbestos-containing waste material into nonfriable pellets or other shapes;
  - (ii) Discharge no visible emissions to the outside air from collection and processing operations, including incineration, or use the method specified by § 61.152 to clean emissions containing particulate asbestos material before they escape to, or are vented to, the outside air.
- \*\*\*
- (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).
- \*\*\*
- (b) All asbestos-containing waste material shall be deposited as soon as 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.

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- (c) Mark vehicles used to transport asbestos-containing waste material during the loading and unloading of waste so that the signs are visible. The markings must conform to the requirements of §§ 61.149(d)(1) (i), (ii), and (iii).
- (d) For all asbestos-containing waste material transported off the facility site:
  - (1) Maintain waste shipment records, using a form similar to that shown in Figure 4, and include the following information:
    - (i) The name, address, and telephone number of the waste generator.
    - (ii) The name and address of the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program.
    - (iii) The approximate quantity in cubic meters (cubic yards).
    - (iv) The name and telephone number of the disposal site operator.
    - (v) The name and physical site location of the disposal site.
    - (vi) The date transported.
    - (vii) The name, address, and telephone number of the transporter(s).
    - (viii) A certification that the contents of this consignment are fully and accurately described by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to

applicable international and government regulations.

- (2) Provide a copy of the waste shipment record, described in paragraph (d)(1) of this section, to the disposal site owners or operators at the same time as the asbestos-containing waste material is delivered to the disposal site.
- (3) For waste shipments where a copy of the waste shipment record, signed by the owner or operator of the designated disposal site, is not received by the waste generator within 35 days of the date the waste was accepted by the initial transporter, contact the transporter and/or the owner or operator of the designated disposal site to determine the status of the waste shipment.
- (4) Report in writing to the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program for the waste generator if a copy of the waste shipment record, signed by the owner or operator of the designated waste disposal site, is not received by the waste generator within 45 days of the date the waste was accepted by the initial transporter. . .

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- (5) Retain a copy of all waste shipment records, including a copy of the waste shipment record signed by the owner or operator of the designated waste disposal site, for at least 2 years.

52. On or before March 7, 2024, on dates better known to Defendants, Covington Realty, as owner, (a) failed to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failed to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failed to label the containers with the name of the waste generator and location where the waste was generated; (d) failed to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failed to properly mark vehicles transporting asbestos-containing waste materials; and (f) failed to maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility.

53. On or before March 7, 2024, on dates better known to Defendants, Covington, as operator, (a) failed to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failed to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failed to label the containers with the name of the waste generator and location where the waste was generated; (d) failed to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failed to properly mark vehicles transporting asbestos-containing waste materials; and (f) failed to maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility.

54. On or before March 7, 2024, on dates better known to Defendants, Reed, as operator, (a) failed to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failed to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failed to label the containers with the name of the waste generator and location where the waste was generated; (d) failed to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failed to properly mark vehicles transporting asbestos-containing waste materials; and (f) failed to maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility.

55. On or before March 7, 2024, on dates better known to Defendants, K.L.F., as operator, (a) failed to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failed to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failed to label the containers with the name of the waste generator and location where the waste was generated; (d) failed to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failed to properly mark

vehicles transporting asbestos-containing waste materials; and (f) failed to maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility.

56. On or before March 7, 2024, on dates better known to Defendants, Alliance, as operator, (a) failed to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failed to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failed to label the containers with the name of the waste generator and location where the waste was generated; (d) failed to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failed to properly mark vehicles transporting asbestos-containing waste materials; and (f) failed to maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility.

57. By (a) failing to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failing to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failing to label the containers with the name of the waste generator and location where the waste was generated; (d) failing to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failing to properly mark vehicles transporting asbestos-containing waste materials; and (f) failing to maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility, Covington Realty, as owner, violated Sections 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d) of the Asbestos NESHP, 40 C.F.R. § 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

58. By (a) failing to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failing to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failing to label the containers

with the name of the waste generator and location where the waste was generated; (d) failing to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failing to properly mark vehicles transporting asbestos-containing waste materials; and (f) failing to maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility, Covington, as operator, violated Sections 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

59. By (a) failing to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failing to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failing to label the containers with the name of the waste generator and location where the waste was generated; (d) failing to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failing to properly mark vehicles transporting asbestos-containing waste materials; and (f) failing to maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility, Reed, as operator, violated Sections 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

60. By (a) failing to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failing to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failing to label the containers with the name of the waste generator and location where the waste was generated; (d) failing to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failing to properly mark vehicles transporting asbestos-containing waste materials; and (f) failing to

maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility, K.L.F., as operator, violated Sections 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

61. By (a) failing to adequately wet and seal asbestos-containing waste materials in leak-tight containers or leak-tight wrapping; (b) failing to label the containers with letters of sufficient size and contrast so as to be readily visible and legible; (c) failing to label the containers with the name of the waste generator and location where the waste was generated; (d) failing to properly deposit all asbestos-containing waste materials as soon as was practical; (e) failing to properly mark vehicles transporting asbestos-containing waste materials; and (f) failing to maintain waste shipment records for all asbestos-containing waste materials transported off-site from the Facility, Alliance, as operator, violated Sections 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

62. 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 immediate and preliminary injunction and, after trial, a permanent injunction, in favor of Plaintiff and against Defendants, V COVINGTON REALTY, LLC, a Delaware limited liability company, V COVINGTON, LLC, a Delaware limited liability company, d/b/a LAKE BEHAVIORAL HOSPITAL, REED ILLINOIS CORPORATION, an Illinois

corporation, d/b/a REED CONSTRUCTION, K.L.F. ENTERPRISES, INC., an Illinois corporation, and ALLIANCE ENVIRONMENTAL CONTROL, INC., an Illinois corporation, on this Count VI, as follows:

1. Finding that Defendants have each violated Sections 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

2. Enjoining Defendants from further violations of Sections 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

3. Ordering Defendants to undertake all necessary corrective action that will result in a final and permanent abatement of the violations of Sections 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d) of the Asbestos NESHAP, 40 C.F.R. § 61.150(a)(1), (2), and (4), (b)(1) and (2), (c), and (d), and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022);

4. Assessing against each Defendant a civil penalty of up to Fifty Thousand Dollars (\$50,000.00) for each violation of the Act, and regulations promulgated thereunder, and an additional civil penalty of up to Ten Thousand Dollars (\$10,000.00) for each day each violation continues;

5. Ordering Defendants, pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2022), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.



**COUNT VII**  
**FAILURE TO PROVIDE WRITTEN NOTICE OF DEMOLITION**  
**PRIOR TO DEMOLITION ACTIVITIES**

1-53. Plaintiff re-alleges and incorporates by reference herein paragraphs 2 through 31 of Count I, paragraphs 1 and 35 through 40 of Count II, paragraphs 39 through 51 of Count III, and paragraphs 53 through 55 of Count IV as paragraphs 1 through 53 of this Count VII.

54. Section 9.13(a) and (b) of the Act, 415 ILCS 5/9.13(a) and (b) (2022), provides 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 CFR 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.

55. 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.

\*\*\*
  - (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. . .

56. Covington Realty, as owner, failed to tender the requisite asbestos notification fee prior to commencing demolition activities at the Facility.

57. Covington, as operator, failed to tender the requisite asbestos notification fee prior to commencing demolition activities at the Facility.

58. Reed, as operator, failed to tender the requisite asbestos notification fee prior to commencing demolition activities at the Facility.

59. K.L.F., as operator, failed to tender the requisite asbestos notification fee prior to commencing demolition activities at the Facility.

60. Alliance, as operator, failed to tender the requisite asbestos notification fee prior to commencing demolition activities at the Facility.

61. Covington Realty, as owner, failed to provide a properly completed written notice of demolition at least ten (10) working days before commencing the demolition activities at the Facility.

62. Covington, as operator, failed to provide a properly completed written notice of demolition at least ten (10) working days before commencing the demolition activities at the Facility.

63. Reed, as operator, failed to provide a properly completed written notice of demolition at least ten (10) working days before commencing the demolition activities at the Facility.

64. K.L.F., as operator, failed to provide a properly completed written notice of demolition at least ten (10) working days before commencing the demolition activities at the Facility.

65. Alliance, as operator, failed to provide a properly completed written notice of demolition at least ten (10) working days before commencing the demolition activities at the Facility.

66. By failing to tender the requisite asbestos notification fee prior to beginning demolition activities, Covington Realty, as owner, violated Section 9.13(a) of the Act, 415 ILCS 5/9.13(a) (2022), and also failed to pay the fee required by Section 9.13(b) of the Act, 415 ILCS 5/9.13(b) (2022).

67. By failing to tender the requisite asbestos notification fee prior to beginning demolition activities, Covington, as operator, violated Section 9.13(a) of the Act, 415 ILCS 5/9.13(a) (2022), and also failed to pay the fee required by Section 9.13(b) of the Act, 415 ILCS 5/9.13(b) (2022).

68. By failing to tender the requisite asbestos notification fee prior to beginning demolition activities, Reed, as operator, violated Section 9.13(a) of the Act, 415 ILCS 5/9.13(a) (2022), and also failed to pay the fee required by Section 9.13(b) of the Act, 415 ILCS 5/9.13(b) (2022).

69. By failing to tender the requisite asbestos notification fee prior to beginning demolition activities, K.L.F., as operator, violated Section 9.13(a) of the Act, 415 ILCS 5/9.13(a) (2022), and also failed to pay the fee required by Section 9.13(b) of the Act, 415 ILCS 5/9.13(b) (2022).

70. By failing to tender the requisite asbestos notification fee prior to beginning demolition activities, Alliance, as operator, violated Section 9.13(a) of the Act, 415 ILCS 5/9.13(a) (2022), and also failed to pay the fee required by Section 9.13(b) of the Act, 415 ILCS 5/9.13(b) (2022).

71. By failing to tender the properly completed written notice of demolition at least ten (10) working days before commencing work, Covington Realty, as owner, violated Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

72. By failing to tender the properly completed written notice of demolition at least ten (10) working days before commencing work, Covington, as operator, violated Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

73. By failing to tender the properly completed written notice of demolition at least ten (10) working days before commencing work, Reed, as operator, violated Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

74. By failing to tender the properly completed written notice of demolition at least ten (10) working days before commencing work, K.L.F., as operator, violated Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

75. By failing to tender the properly completed written notice of demolition at least ten (10) working days before commencing work, Alliance, as operator, violated Section 61.145(b) of

the Asbestos NESHAP, 40 C.F.R. § 61.145(b), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2022).

76. 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, prays that this Court enter an immediate and preliminary injunction and, after trial, a permanent injunction, in favor of Plaintiff and against Defendants, V COVINGTON REALTY, LLC, a Delaware limited liability company, V COVINGTON, LLC, a Delaware limited liability company, d/b/a LAKE BEHAVIORAL HOSPITAL, REED ILLINOIS CORPORATION, an Illinois corporation, d/b/a REED CONSTRUCTION, K.L.F. ENTERPRISES, INC., an Illinois corporation, and ALLIANCE ENVIRONMENTAL CONTROL, INC., an Illinois corporation, on this Count VII, as follows:

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

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

3. Ordering Defendants to undertake all necessary corrective action that will result in a final and permanent abatement of the violations of Section 61.145(b) of the Asbestos NESHAP, 40 C.F.R. §61.145(b), and Sections 9.13(a) and 9.1(d)(1) of the Act, 415 ILCS 5/9.13(a) and 9.1(d)(1)

(2022), including but not limited to paying the \$300 asbestos demolition notice fee to the Illinois EPA;

4. Assessing against each Defendant a civil penalty of up to Fifty Thousand Dollars (\$50,000.00) for each violation of the Act and regulations promulgated thereunder, and an additional civil penalty of up to Ten Thousand Dollars (\$10,000.00) for each day each violation continues;

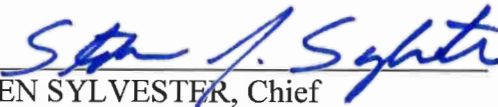
5. Ordering Defendants pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2022), to pay all costs, including oversight, sampling and clean-up costs, and attorney, expert witness and consultant fees expended by Plaintiff in its pursuit of this action; and

6. Granting such other relief as this Court deems appropriate and just.

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

PEOPLE OF THE STATE OF ILLINOIS,  
*ex rel.* ERIC RINEHART, State's Attorney  
of Lake County, Illinois,

MATTHEW J. DUNN, Chief  
Environmental Enforcement/  
Asbestos Litigation Division

By: /s/   
STEPHEN SYLVESTER, Chief  
Environmental Bureau  
Assistant Attorney General

By: /s/   
ERIC RINEHART  
State's Attorney of Lake County, Illinois

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**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
LAKE COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS, )  
*ex rel.* KWAME RAOUL, Attorney )  
General of the State Illinois, and *ex rel.* )  
ERIC RINEHART, State's Attorney of )  
Lake County, Illinois, )  
 )  
Plaintiff, )

v. )

No. 24 CH )

V. COVINGTON, LLC, a Delaware )  
limited liability company, d/b/a LAKE )  
BEHAVIORAL HOSPITAL, REED )  
ILLINOIS CORPORATION, an Illinois )  
corporation, d/b/a REED )  
CONSTRUCTION, K.L.F. ENTERPRISES, )  
INC, an Illinois corporation, and )  
ALLIANCE ENVIRONMENTAL )  
CONTROL, INC., an Illinois corporation, )  
 )  
Defendants. )

**VERIFICATION**

I,         Peter Brusky        , do state as follows:

1. I am currently employed by the Illinois Environmental Protection Agency ("Illinois EPA") in Springfield, Illinois as an Environmental Protection Specialist, Working Supervisor.
2. I have been employed by the Illinois EPA for the past 5.5 years with the last 1.5 years in my current position.
3. The duties and responsibilities of my current position include: complaint and incident investigation for Asbestos NESHAP compliance and review of related project notification forms..

4. I have read the foregoing Verified Complaint for Injunction and Civil Penalties (the "Complaint"), and am aware of the contents thereof.

5. The factual matters set forth in Paragraphs, 7, 9, 11, 13 through 28, and 32 through 33 of Count I of the Complaint are true in substance and in fact, to the best of my knowledge, information and belief.

6. The factual matters set forth in Paragraphs 43 through 45 and 51 through 54 of Count III of the Complaint are true in substance and in fact, to the best of my knowledge, information and belief.

7. The factual matters set forth in Paragraphs 55 through 62 of Count VII of the Complaint are true in substance and in fact, to the best of my knowledge, information and belief.

8. Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.



Illinois Environmental Protection Agency

Dated: \_\_\_\_\_

4/10/24