No. 131240

IN THE

SUPREME COURT OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS, Plaintiff-Appellee, -vs- CHRISTIAN L. SHEPHERD, Defendant-Appellant.	))))))))))	Appeal from the Appellate Court of Illinois, No. 3-23-0283. There on appeal from the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, No. 2010 CF 2112. Honorable David Carlson, Judge Presiding.

REPLY BRIEF FOR DEFENDANT-APPELLANT

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This Court should reverse each of Christian L. Shepherd's convictions of solicitation of murder for hire because the evidence at trial was insufficient to prove that Shepherd procured Daniel Robinson to commit first-degree murder.

In his opening brief, defendant argued that the evidence at trial was insufficient to prove that he committed the offense of solicitation of murder for hire in violation of section 8-1.2(a) of the Criminal Code. The offense requires that a defendant "procures another to commit [first-degree murder]." The term "procures" is not defined by statute, so it is presumed the legislature intended the term to have its plain and ordinary meaning. Dictionaries identify "procure" as a verb meaning "to obtain," among other meanings, and that is the only plain and ordinary meaning that could apply in the context of section 8-1.2(a). Therefore, the unambiguous plain and ordinary meaning of "procures" for purposes of section 8-1.2(a) is "to obtain," and the offense of solicitation of murder for hire requires that a defendant actually obtain another person who is willing to commit first-degree murder. Here, the evidence at trial established that Robinson was never willing to murder anyone for defendant. Accordingly, defendant did not commit solicitation of murder for hire because he did not "obtain" or "procure" Robinson to commit murder (Op. Br. at 6–26).

The State makes a variety of arguments in response. Defendant will address each in turn.

A. The term "procures" in section 8-1.2(a) means "to obtain" and is not ambiguous.

At the outset, the State acknowledges that the term "procure" means to "obtain something," citing multiple dictionaries (State's Br. at 8). Thus, defendant and the State agree that the common meaning of "procures" is "to obtain." But

this presents a problem for the State. No amount of linguistic gymnastics would permit a reasonable person to conclude that defendant "obtained" Robinson to commit murder when Robinson was never willing to commit murder for him and, instead, reported him to law enforcement (R940–51, 961–65, 989–90). Consequently, the State makes several arguments to convince this Court that "procures" cannot mean "to obtain" in the context of section 8-1.2(a).

First, the State argues that defendant's interpretation of "procures" is an "effort to engraft an extra-textual requirement of shared intent or genuine agreement" into section 8-1.2(a) (State's Br. at 15). It insists that "the solicitation of murder for hire statute contains no express requirement of shared intent or genuine agreement," as the "statute's text focuses only on the defendant's intent, and not that of the person whom a defendant procures to carry out his plans" (State's Br. at 6, 17). The State adds that defendant's interpretation of "procures" as meaning to "actually obtain" is "draw[n] from unrelated drug possession statutes" (State's Br. at 9, 19). The State is incorrect.

Defendant's interpretation of section 8-1.2(a) is drawn from the plain and unambiguous language of section 8-1.2(a), the legislature's use of the term "procures," and the term's plain and ordinary meaning, specifically "to obtain."[1] Black's Law Dictionary (10th ed. 2014); Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/procure (last visited Dec. 1, 2025). In order for a defendant to obtain another to commit first-degree murder, another person must actually be willing to commit first-degree murder for the defendant.

[1] Defendant has directed this Court to the penal statutes concerning methamphetamine, and their use of the term "procure," but only in the event this Court concludes that section 8-1.2(a) is ambiguous (Op. Br. at 22–24).

If the person allegedly procured is unwilling, or only feigns a willingness to do so, it cannot be said that the defendant obtained that person to commit murder. Such a conclusion would be contrary to the common understanding of the words "procure" and "obtain." As such, the plain language of section 8-1.2(a) does contain a requirement that the defendant actually obtain another person who is willing to commit murder. The statute's use of the term "procures" necessarily implies it. Defendant does not read anything into the statute that is not already there, either expressly or by necessary implication.

Therefore, given the statute's use of the term "procures," the state of mind of both the defendant and the person the defendant allegedly procured are a focus of the statutory text and material to a trier of fact's determination of whether the defendant committed the offense of solicitation of murder for hire. To be sure, the statute's use of the phrase "pursuant to any contract, agreement, understanding, command, or request for money or anything of value" further illustrates this. 720 ILCS 5/8-1.2(a) (2010). A trier of fact's inquiry into whether there was a "contract, agreement, understanding, command, or request" must necessarily look to the state of mind or conduct of the person procured. Indeed, only the person the defendant procured can make a command or request for money or anything of value to commit murder for the defendant. In essence, section 8-1.2(a) functions similarly to the conspiracy statute. By its plan language, section 8-1.2(a) makes the state of mind and conduct of the person procured an essential consideration for determining whether the offense of solicitation of murder for hire has been committed, just as the elements of "agrees with another" and "act in furtherance of that agreement . . . committed by [the defendant] or by a co-conspirator" make

the state of mind and conduct of the co-conspirator an essential consideration for determining whether the offense of conspiracy has been committed. 720 ILCS 5/8-2(a) (2010). Accordingly, looking to the state of mind and conduct of both the defendant and another person to determine whether the defendant committed a crime is not a new concept.

The State contends that section 8-1.2(a) encompasses unilateral agreements because it does not use the phrase "*agrees with* another to commit murder" and, furthermore, its use of the terms "command[] or request for money or anything of value" is "inherently unilateral in nature" (State's Br. at 13 (emphasis in original)). But the statute need not use the phrase "agrees with another to commit murder" to foreclose unilateral agreements. Again, the statute's use of the word "procures" necessarily forecloses unilateral agreements given the term's plain meaning. Moreover, the statute's terms "command" and "request" merely demonstrate that the offense may be committed in circumstances where the person procured requests consideration for committing murder. 720 ILCS 5/8-1.2(a) (2010).

B. The term "procures" in section 8-1.2(a) does not mean "hire," "enlist," or "arrange."

Next, the State argues that "the most natural meaning" of "procures" for purposes of section 8-1.2(a) is "hire," "enlist," or "arrange" (State's Br. at 8–10). But, the very fact that the parties' cited dictionaries do not include these meanings when defining the term "procure" demonstrates that they are *not* the term's "most natural meaning." Thus, the State seeks to change the plain and ordinary meaning of the statute to something different.

Furthermore, the State flagrantly disregards several rules of statutory construction to do so. First, it ignores the basic principle that "statutory language

must be given its plain and ordinary meaning." *People v. Robinson*, 172 Ill. 2d 452, 457 (1996). Rather than affording "procures" its commonly understood meaning, the State attempts to assign "procures" a specialized meaning. To say that "procures" means "hire," "enlist," or "arrange" is to give the term a meaning that falls outside its commonly understood meaning of "to obtain." When interpreting a statute, "it is not necessary for a court to search for any subtle or not readily apparent intention of the legislature." *People v. Meyers*, 158 Ill. 2d 46, 58 (1994). But that is exactly what the State is asking this Court to do by departing from the commonly understood meaning of "procures."

Second, the State is replacing the use of dictionaries with thesauri to ascertain the plain and ordinary meaning of "procures" (State's Br. at 10). When a statute contains an undefined term, the rules of statutory construction direct courts to use dictionaries to ascertain the plain and ordinary meaning of the term, not thesauri. See, *e.g.*, *People v. Cardamone*, 232 Ill. 2d 504, 513 (2009) ("It is appropriate to employ the dictionary as a resource to ascertain the meaning of undefined terms."); *People v. McChriston*, 2014 IL 115310, ¶ 15 (same); *People v. Davison*, 233 Ill. 2d 30, 40 (2009) (same). It should go without saying that dictionaries and thesauri are two different things. A dictionary is a reference book containing the meanings of words. Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/dictionary (last visited Dec. 1, 2025). A thesaurus is a book containing synonyms for words. Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/thesaurus (last visited Dec. 1, 2025).

Using thesauri to ascertain the plain and ordinary meaning of terms presents obvious problems. Of course, it is the function of a dictionary, not a thesaurus,

to provide the common meaning of a term. Thesauri contain synonyms with a wide range of relation to a subject term. For example, Merriam-Webster Thesaurus contains 41 synonyms for the term "procure," and each synonym is grouped into varying degrees of relevance in relation to the term "procure." Merriam-Webster Online Thesaurus, https://www.merriam-webster.com/thesaurus/procure (last visited Dec. 1, 2025). A different thesaurus contains 37 synonyms for the term "procure," with each synonym ranked on the basis of strength of match. Thesaurus.com, https://www.thesaurus.com/browse/procure (last visited Dec. 1, 2025). Together, these two thesauri account for 66 unique synonyms for the term "procure." There are undoubtably additional thesauri that contain other synonyms for the term. Some thesauri, such as the Legal Thesaurus cited by the State, do not group listed synonyms by relevance to the subject term (State's Br. at 10). William C. Burton, *Legal Thesaurus* (1980). Simply put, a "storehouse" will very likely yield words having a tenuous relation to the subject term's common meaning or the meaning intended by the legislature.[2] As such, a litigant can use thesauri as a tool to change the meaning of a statutory term from its common meaning, or the meaning the legislature intended, in an effort to advance its legal interests when it finds the use of a dictionary to be detrimental.

To be sure, our legislature could have used the terms "hire," "enlist," or "arrange" in section 8-1.2(a)," but it chose to use the term "procures" instead. "[I]t is presumed that the legislature chose its words with care, [so] the act of choosing carefully some words necessarily implies others are omitted with equal care." 82

[2] The word "storehouse" is a synonym for "thesaurus." Collins Online Thesaurus, http://www.collinsdictionary.com/dictionary/english-thesaurus/thesaurus (last visited Dec. 2, 2025).

Corpus Juris Secundum, Statutes, § 369. The State is using thesauri to change the meaning of section 8-1.2(a) from its common meaning, which is the meaning the legislature intended.[3]

Third, the State argues that the meaning it offers is supported by the doctrine of legislative acquiescence and the statute's title (State's Br. at 10, 19). However, looking to the doctrine of legislative acquiescence and the title of a statute is only appropriate if the statute is ambiguous. *People v. Deroo*, 2022 IL 126120, ¶ 24 ("If . . . the language of the provision is clear and unambiguous, it must be given effect as written, without resorting to further aids of construction or reference to materials outside the text."); *Jones v. Liberty Glass Co.*, 332 U.S. 524, 533–34 (1947) ("[T]he doctrine of legislative acquiescence is at best only an auxiliary tool for use in interpreting ambiguous statutory provisions."); *Michigan Ave. Nat. Bank v. County of Cook*, 191 Ill. 2d 493, 505–06 (2000) (stating that titles are of use only when they shed light on an ambiguous word or phrase within the statute's text, and they cannot undo what the text makes plain). The State does not argue that section 8-1.2(a) is ambiguous. Indeed, it argues that it is not ambiguous (State's Br. at 20). Therefore, the State's reliance on the statute's title and the doctrine of legislative acquiescence is not appropriate.

Furthermore, even assuming *arguendo* that section 8-1.2(a) is ambiguous, the doctrine of legislative acquiescence does not support the State's position. The

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[3] For what it is worth, neither of the online thesauri cited above include "hire," "enlist," or "arrange" as synonyms for "procure." However, both include "obtain" as a strong synonym for "procure." Merriam-Webster Online Thesaurus, https://www.merriam-webster.com/thesaurus/procure (last visited Dec. 1, 2025); Thesaurus.com, https://www.thesaurus.com/browse/procure (last visited Dec. 1, 2025).

State has not identified any case where an Illinois court has held that "procures" in section 8-1.2(a) means "hires," "enlists," or "arranges." And defendant is not aware of any such case. Thus, the legislature has not acquiesced to the State's interpretation of "procures." The most the State can argue is that the legislature has not responded to the Appellate Court's decisions providing that, as a matter of policy, solicitation of murder for hire embraces unilateral agreements. But, as explained in defendant's opening brief, these decisions are erroneous as they are premised on a misinterpretation of section 8-1.2(a), a misreading of this Court's decision in *People v. Foster*, 99 Ill. 2d 48 (1983), and a misapplication of the doctrine of legislative acquiescence. Our legislature should not be expected to take corrective action every time a lower court erroneously interprets a statute when its meaning is clear. If a statute's meaning is clear, there is little, if anything, the legislature can to do make it clearer. Rather, courts must enforce unambiguous statutory language as written. Moreover, this Court is under no obligation to accept a lower court's erroneous interpretation of a statute, no matter how long the legislature has stayed silent on the matter (Op. Br. at 13–22).

Finally, the alternative meaning for the term "procures" that the State offers this Court does not appear to be very well thought out. To start, consider the meaning of the word "arranged." The term has several meanings, but in the context of section 8-1.2(a), the meanings that would sensibly apply would be "to bring about an agreement or understanding" or "to make preparations: plan." Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/arrange (last visited Dec. 1, 2025). If "procures" means "to bring about an agreement or understanding," defendant would be not guilty of solicitation of murder for hire because he did not bring about an agreement or understanding to commit murder

where Robinson was never willing to commit murder for him. If "procures" means "to plan," that would make the offense of solicitation of murder for hire a less serious offense than solicitation of murder. A defendant's planning for another to commit murder is less serious conduct than asking another to commit murder. So, this cannot possibly be the meaning of procures, as our legislature deemed solicitation of murder for hire to be a more serious offense than solicitation of murder. Compare 720 ILCS 5/8-1(c) (2010) (sentence range for solicitation of murder is 15 to 30 years) with 720 ILCS 5/8-1.2(b) (2010) (sentence range for solicitation of murder for hire is 20 to 40 years).

As for the word "enlist," it likewise has multiple meanings, but the only definition that would sensibly apply in the context of section 8-1.2(a) would be "to secure the support and aid of: employ in advancing an interest." Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/enlist (last visited Dec. 1, 2025). If this were the meaning of the word "procures," defendant would be not guilty of solicitation of murder for hire because he did not secure the support and aid of Robinson. To the contrary, the exact opposite occurred—Robinson actively opposed defendant (R944–61, 967–79, 989–90).

As for the word "hire," the only definition that would apply in the context of section 8-1.2(a) would be "to engage the personal services of for a set sum." Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/hire (last visited Dec. 1, 2025). As the definition of the term illustrates, hiring someone is commonly understood to mean that there is an agreement on the specific consideration to be provided for the service performed. People do not consider themselves to have "hired" someone, or consider themselves to be "hired" by someone, unless they know how much they have to pay, or will be paid, for the service.

Moreover, a person is generally not considered to be "hired"in the absence of an agreement on when the service will be performed (*e.g.*, a start and end date).

The following hypothetical proves the point. Imagine that your kitchen sink is clogged. You cannot fix it yourself. It is 10:00 a.m. You have committed to hosting a dinner party at 6:00 p.m., so you need to get the sink fixed without delay. You call a plumber, who says he can be at your home in a couple hours. The plumber requires your credit card information for a service call. Thinking that you have found someone to solve your problem before your dinner party, you agree and provide the information over the phone. Unfortunately, the plumber does not show up to your home. Have you hired the plumber? No, because you never received confirmation that the plumber could and was willing to fix the sink. You also never agreed on a price for his work. And you never agreed on when the work would be performed. Adding additional facts to the hypothetical further illustrates the point. Suppose the plumber arrives as scheduled and assesses the sink. He says it is a quick, easy fix. However, he cannot fix it until tomorrow because he forgot the necessary equipment at his shop and is booked for the remainder of the day with a water softener installation. He also quotes you $500 for the work. You let out an audible sigh and tell him you will be looking for someone else. Have you hired the plumber now? Again, the answer is no. The plumber cannot fix the sink within your time constraints. And the price he quoted is too high.

The meaning of the word "hire" presents multiple problems for the viability of the State's argument.

First, it has a narrower, more specific meaning than the word "procure." Indeed, the ordinary meaning of the word "hire" has a fundamentally different meaning than the ordinary meaning of the word "procure." Although the words

are somewhat similar, their relation is too tenuous to be considered close synonyms. Thus, defining the word "procures" in section 8-1.2(a) as meaning "hires" would fundamentally change the meaning of the statute.

For example, per the statute's plain language, specifically its use of the phrase "pursuant to any contract, agreement, understanding, command, or request for money or anything of value," a defendant and the person procured are not required to agree on a specific amount of money for the commission of murder. 720 ILCS 5/8-1.2(a) (2010). An understanding or request that an unspecified amount of money be paid is sufficient. Yet, interpreting "procures" to mean "hires" would require an agreement for a set sum to be paid for the murder, thereby changing the plain meaning of the statute.

Second, interpreting the term "procures" to mean "hires" would be bad policy because it would result in cases where a person who actually obtains a hitman to commit murder is found not guilty of solicitation of murder for hire.

Consider the following hypothetical. Suppose a defendant who has a pending case of aggravated battery contacts a professional hitman about murdering the complainant. The defendant's trial is set to begin in two weeks. The defendant tells the hitman that he will pay him to murder the complainant. With every intention of committing the murder, the hitman tells the defendant that he is "happy to do it for a returning customer." In fact, he is "looking forward to it." The hitman adds that given their prior business relationship, he is confident they can agree on a price and will start looking into the complainant in a couple days. The defendant does not tell the hitman that he needs the murder to be completed before the complainant testifies at his trial. Ultimately, the defendant and the

hitman have no further conversation because law enforcement intercepts their communications and promptly arrests both individuals.

If the term "procures" is interpreted as meaning "to obtain," the defendant in the hypothetical would be guilty of solicitation of murder for hire because he actually obtained the hitman to murder the complainant, as the hitman was willing to commit the offense and requested money to do so. But, when interpreting "procures" as meaning "hires," the defendant would be not guilty of solicitation of murder for hire because the two did not agree on a price or when the murder would be committed. To be sure, the complainant was placed in a greater degree of danger due to the defendant's actual procurement of a hitman than he would have been had the defendant merely solicited the hitman. But, nevertheless, the defendant would only be guilty of solicitation of murder.

Finally, if this Court concludes that "procures" in section 8-1.2(a) means "hires," defendant would be not guilty of solicitation of murder for hire. Defendant did not actually hire Robinson to commit a murder because Robinson was never willing to do so (R989–90).

C. The broader context and purpose of section 8-1.2(a) confirm that "procures" means "to obtain," such that a defendant must actually obtain another person who is willing to commit murder to be guilty of solicitation of murder for hire.

Next, the State argues that defendant defines "procures" not "in context" but "in a vacuum" (State's Br. at 8). It insists that defendant's interpretation of "procures" is "contextually inappropriate" as it undermines the purpose of the statute (State's Br. at 9, 19). In his opening brief, defendant explained why affording "procures" its plain and ordinary meaning of "to obtain" neither offends the reasonableness of the legislature's statutory scheme nor leads to absurd or unjust

results (Op. Br. at 10–13). Defendant will not repeat that argument here. But, he would be remiss not to reply to the State's contention that the legislature intended the offense of solicitation of murder for hire to be complete when a defendant pays or promises to pay for the commission of a murder, regardless of whether the defendant actually obtained another person who was willing to do so.

The State opines that "the gravamen of solicitation of murder for hire," *i.e.*, what makes the offense more serious than solicitation of murder, is the payment or promise to pay another compensation. Thus, the State argues that the offense is committed when a person pays or promises to pay another to commit murder, not when a person actually obtains another to commit murder (State's Br. at 15–17).

The State is incorrect. How can payment or a promise to pay another be the gravamen of the offense when the statute does not require the defendant to pay or promise to pay the person procured? Pursuant to the plain language of section 8-1.2(a), a person can commit the offense when the individual he has procured commands or requests money or anything of value to commit murder. 720 ILCS 5/8-1.2(a) (2010). There is no requirement that the defendant even offer to pay for the murder. *Id.* The plain language of the statute forecloses the proposition that a defendant's payment or promise to pay is the gravamen of the offense.

A hypothetical is useful to illustrate this. Suppose a defendant asks a fellow prison inmate to murder a prison guard who insulted him. The inmate tells the defendant, "Yeah, I'll take that m********** out for you. But it's going to cost you." A third inmate overhears this but does not hear the defendant respond. The third inmate tells the prison guard what he heard. And the defendant is swiftly charged with solicitation of murder for hire. If the gravamen of solicitation of murder for hire is payment or a promise to pay, as the State insists, then the defendant

would not be guilty of the offense because there is no evidence that he paid or promised to pay the inmate he solicited. But if the gravamen of the offense is actually obtaining another person who is willing to commit murder, and section 8-1.2(a) is interpreted consistent with its plain and ordinary meaning, then the defendant would be guilty of the offense because he actually obtained someone who was willing to murder the guard pursuant to a request for money.

Simply put, what makes solicitation of murder for hire more serious than solicitation of murder is a defendant actually obtaining another person who is willing to commit murder. Obtaining such a person is a definitive step forward in the defendant's execution of his murderous desires. If consideration for a murder is discussed (or even if payment is made) but the defendant does not actually obtain another person who is willing to commit murder, then the defendant has not moved the needle forward. Society is in no greater danger than if the defendant had merely solicited another person to commit murder. What increases the danger to society is actually obtaining another person who is willing to carry out the murder.

The State argues that "another person's unexpressed intent not to commit a murder that the defendant paid him to commit and intended he would commit does not lessen the moral blameworthiness of the defendant's own actions and intent" (State's Br. at 16). This argument also fails. The State's argument assumes that in every case of solicitation of murder for hire, the defendant offers, agrees, or actually pays another to commit murder, making the defendant more blameworthy than if he had just committed solicitation of murder. But this is not true. Again, the plain language of section 8-1.2(a) provides that a defendant can commit solicitation of murder for hire when he procures another to do so and that person requests money or anything of value to commit the murder. 720 ILCS 5/8-1.2(a)

(2010). There is no requirement that the defendant offer to pay, promise to pay, or actually pay for the murder. *Id.*

The State insists that payment or a promise to pay is the gravamen of the offense because "the addition of monetary compensation makes it more likely that a requested murder will ultimately be committed" (State's Br. at 16). Does the State really think its citizens will choose to murder each other upon being offered money? If so, it has a disturbingly pessimistic view of the people of the State of Illinois. This Court should not be moved by the State's argument. People are inherently good. The vast, vast majority of people will not murder another person for money. And they will decline to do so no matter how much money they are offered. Frankly, this is true even of criminals, as this case demonstrates. As a general proposition, money does not make it more likely that a person will commit murder for another. Again, our legislature was concerned with people actually obtaining another person who is willing to commit murder.

Finally, the State expresses concerns about the difficulty of proving the offense of solicitation of murder for hire should it be required to prove actual procurement of another to commit murder. The State fears it could only do so in "rare cases" where "the person hired to commit murder outwardly manifested his intent by taking some step toward committing the murder," *i.e.*, situations where the defendant is also guilty of conspiracy to commit murder or attempted murder. The State suggests that "it would be nearly impossible to prove that even a professional hitman did not secretly intend to, say, run off with the defendant's money" (State's Br. at 17). The State's fears are unwarranted.

In the case of a "professional hitman," the hitman's very status as a "professional" would be strong circumstantial evidence that the hitman did not

intend to run off with the defendant's money. In cases of a non-professional hitman, if the hitman accepted payment from a defendant to commit a murder and did not contact law enforcement about the defendant's conduct, the State could argue that these circumstances are strong circumstantial evidence that the defendant actually obtained the hitman to commit murder, despite the hitman insisting to the contrary once he was in trouble. As for how law enforcement would discover a completed offense of solicitation of murder for hire in the absence of an overt act or a substantial step by either the defendant or the hitman, it could occur in a number of ways. Either the defendant or the person procured could talk to a third person about the scheme. A third person could overhear conversation about the murder plot. The person actually procured to commit murder could have a change of heart and report the defendant to law enforcement in exchange for favorable treatment. Inmate phone calls and mail are monitored by jail and prison personnel, so a conversation could be intercepted. Or law enforcement may eavesdrop on the conversations of a known hitman or members of an organized crime organization, thereby discovering a murder-for-hire plot.

In any event, our legislature determines the propositions that prosecutors must establish to prove a defendant guilty of a particular crime. Those propositions are not softened when a prosecutor thinks they are difficult to prove. Establishing the commission of a crime, and depriving a person of his or her liberty, is supposed to be difficult. Given that solicitation of murder for hire is a serious offense with a sentence range of 20 to 40 years' imprisonment, and given the existence of the lesser offense of solicitation of murder, it is sensible that the legislature intended a demanding evidentiary standard for the crime of solicitation of murder for hire.

D. The proposition that the procurement element must be assessed from the perspective of the defendant is absurd and not supported by the plain language of section 8-1.2(a).

The State's final argument is that "whether one person has [procured] another to do some act or perform some service is properly assessed from the perspective of the former, not the latter" (State's Br. at 10). Again, the State reasons that "the solicitation of murder for hire statute's text focuses only on the defendant's intent, and not that of the person whom a defendant procures to carry out his plans" (State's Br. at 6). This argument plainly lacks merit.

Whether a person has procured another to commit murder is properly assessed from the perspective of objective reality. Section 8-1.2(a) provides that a person commits solicitation of murder for hire when he or she "procures another to commit [first-degree murder.]" 720 ILCS 5/8-1.2(a) (2010). It does not provide that the offense is committed when a person "intends to procure another to commit first-degree murder." Nor does it provide that the offense is committed when a person "believes he or she has procured another to commit first-degree murder."

As previously explained, the statute's use of the term "procures" necessarily implies that the defendant actually obtain another person who is willing to commit murder. If the person the defendant solicited is not willing , then it cannot be said that the defendant procured or obtained another person to commit murder. Such a conclusion would be contrary to the common understanding of those words.

Lastly, assessing the procurement element from the perspective of the defendant is not only unsupported by the text of the statute but utterly absurd. Our criminal justice system punishes people for what they did, not what they think they did. Thus, when a defendant has not killed anyone, we do not convict that person of murder just for thinking that he did. Accordingly, we likewise should

not convict a defendant of solicitation of murder for hire because he thought he had procured someone to commit murder when he never actually did.

CONCLUSION

Christian L. Shepherd respectfully requests that this Court reverse his convictions of solicitation of murder for hire.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

I certify that this reply brief conforms to the requirements of Rules 341(a) and (b). The length of this reply brief, excluding pages or words contained in the Rule 341(d) cover, the Rule 341(h)(1) statement of points and authorities, the Rule 341(c) certificate of compliance, and the certificate of service, is 18 pages.

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IN THE

SUPREME COURT OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS, Plaintiff-Appellee, -vs- CHRISTIAN L. SHEPHERD, Defendant-Appellant.	))))))))))	Appeal from the Appellate Court of Illinois, No. 3-23-0283. There on appeal from the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, No. 2010 CF 2112. Honorable David Carlson, Judge Presiding.

NOTICE AND PROOF OF SERVICE

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Mr. Christian L. Shepherd, Register No. Y62477, Menard Correctional Center, P.O. Box 1000, Menard, IL 62259

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. On December 12, 2025, the Reply Brief was filed with the Clerk of the Supreme Court of Illinois using the Court's electronic filing system in the above-entitled cause. Upon acceptance of the filing from this Court, the persons named above with identified email addresses will be served using the Court's electronic filing system and one copy is being mailed to the defendant in an envelope deposited in a U.S. mailbox in Ottawa, Illinois, with proper postage prepaid. Additionally, upon its acceptance by the Court's electronic filing system, the undersigned will send 13 copies of the Reply Brief to the Clerk of the above Court.

/s/Kaitlyn Doyle
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