

No. 132312

IN THE
SUPREME COURT OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS,	)	
ex rel. JAMIE L. MOSSER, State's	)	
Attorney of Kane County, Illinois,	)	
	)	
Petitioner,	)	
	)	Underlying Case from the
v.	)	Circuit Court of the
	)	Sixteenth Judicial Circuit,
HON. DAVID KLIMENT, Illinois Circuit	)	Kane County, Illinois,
Court Judge,	)	No. 22 CF 1334
	)	
Respondent.	)	
	)	
PHILLIP LAWSON,	)	The Honorable
	)	David Kliment,
Defendant in Underlying Case.	)	Judge Presiding.

**BRIEF AND APPENDIX OF PETITIONER
PEOPLE OF THE STATE OF ILLINOIS**

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ORAL ARGUMENT REQUESTED

E-FILED
2/24/2026 9:00 AM
CYNTHIA A. GRANT
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NATURE OF THE CASE

In January 2025, defendant Phillip Lawson pleaded guilty to resisting or obstructing a peace officer causing injury. R16.¹ Because the offense was a Class 4 felony, 720 ILCS 5/31-1(a-7), the trial court was required under 730 ILCS 5/5-5-6 (“section 5-5-6”) to order defendant to pay restitution to the “insurance carrier[] who . . . indemnified the named victim . . . for the out-of-pocket expenses, losses, damages, or injuries” caused by the offense. 730 ILCS 5/5-5-6(b). Over the People’s objection, the trial court sentenced defendant to 24 months’ probation but declined to order restitution to the City of Batavia, which had indemnified defendant’s victim, Officer Lawrence Hill, for his medical expenses. R103-04; 123. This Court granted the People’s motion for leave to file a mandamus complaint challenging the sentence as unauthorized and ordered briefing on the complaint. No question is raised on the sufficiency of the charging instrument.

ISSUES PRESENTED

1. Whether defendant’s sentence is unauthorized because section 5-5-6 required the trial court to order restitution to the City of Batavia as the victim’s “insurance carrier.”

¹ Citations to the supplemental record attached to the People’s motion for leave to file a mandamus complaint appear as “R__.”

2. Whether defendant's sentence is unauthorized because section 5-5-6 required the trial court to order restitution to the City of Batavia as an "other victim" of defendant's crime.

JURISDICTION

Jurisdiction lies under Supreme Court Rule 381 and article VI, section 4(a) of the Illinois Constitution. *See People ex rel. Birkett v. Jorgenson*, 216 Ill. 2d 358, 362 (2005). On October 20, 2025, this Court granted leave to file a mandamus complaint and ordered briefing on the complaint.

STATUTE INVOLVED

730 ILCS 5/5-5-6, provides, in relevant part:

In all convictions for offenses in violation of the Criminal Code of 1961 or the Criminal Code of 2012 or of Section 11-501 of the Illinois Vehicle Code in which the person received any injury to his or her person or damage to his or her real or personal property as a result of the criminal act of the defendant, the court shall order restitution as provided in this Section.

* * *

(b) In fixing the amount of restitution to be paid in cash, . . . the court shall assess the actual out-of-pocket expenses, losses, damages, and injuries suffered by the victim named in the charge and any other victims who may also have suffered out-of-pocket expenses, losses, damages, and injuries proximately caused by the same criminal conduct of the defendant, and insurance carriers who have indemnified the named victim or other victims for the out-of-pocket expenses, losses, damages, or injuries, provided that in no event shall restitution be ordered to be paid on account of pain and suffering.

STATEMENT OF FACTS

Defendant was charged, *inter alia*, with resisting or obstructing a peace officer and causing injury, a Class 4 felony, after an altercation with police officers on July 24, 2022. R13. The indictment alleged that defendant

resisted arrest by pulling away and attempting to flee from officers, proximately causing injury to Officer Hill. *Id.* Defendant pleaded guilty to the charge. R16.

At defendant's sentencing hearing, Hill described a permanent injury to his dominant shoulder that defendant caused during the offense. R49.

Wendy Bednarek, the human resources director for the City of Batavia, testified that the city paid \$45,193.52 toward Hill's medical expenses arising from defendant's offense. R26, 37-38. Bednarek explained that the city is self-insured and acts as the health insurance company for city employees. R25-26, 47. The city pays the full cost of its employees' claims. R27. Hill submitted claims for his medical expenses arising from the injuries caused by defendant. R27-31. The city's claim adjustor reviewed any non-standard treatment recommended by Hill's medical providers and either approved or denied it. R36.

The city processed Hill's claims and paid his medical providers through a third-party vendor. R31-33. The vendor reviewed Hill's medical bills and approved them based on a fee schedule. R35. The vendor also secured discounts from certain medical providers, like a preferred provider organization would do. R33-36.

Because the city paid these expenses, the People requested that defendant be ordered to pay \$45,193.52 in restitution to the City of Batavia pursuant to section 5-5-6. R81. In response, the trial court noted it was "not

familiar with the case law regarding restitution” and “question[ed] [its] ability to order restitution to essentially an insurance carrier.” R95. The court further explained, “I cannot find any authority for . . . ordering restitution to an insurance company, which is what the City of Batavia was acting as in this case when they’re acting as the insurance company for the officer in this case.” R103-04. The court thus denied the People’s request for restitution, noting that the city could pursue repayment through the civil legal system. *Id.*

The People filed a motion to reconsider, arguing that section 5-5-6 required the trial court to order restitution to the City of Batavia as Hill’s insurance carrier. R18-19. The trial court denied the motion, reasoning that the city was not an insurance carrier because it was not “a company that provides insurance policies to the public.” R122-23.

STANDARD OF REVIEW

This Court reviews issues of statutory construction de novo. *People v. Seymore*, 2025 IL 131564, ¶ 38.

ARGUMENT

The trial court imposed a statutorily unauthorized sentence when it omitted the requested restitution to the City of Batavia, which provided health insurance to Officer Hill, despite section 5-5-6’s mandate that a court “shall” order restitution to a victim’s insurance carrier or any other victim who pays out of pocket costs as a result of defendant’s crime. 730 ILCS 5/5-5-6. The trial court erred by concluding that the term “insurance carrier”

in subsection 5-5-6(b) applies only to private companies that provide insurance policies to the public at large. Alternatively, the trial court erred by failing to recognize that the City of Batavia was an “other victim” entitled to restitution under section 5-5-6 because it suffered out-of-pocket costs because of Officer Hill’s injuries resulting from defendant’s crime.

This Court Should Issue a Mandamus Order Directing the Trial Court to Vacate Defendant’s Sentence and Impose a Sentence Authorized by the Code of Corrections.

This Court should issue a mandamus order directing the trial court to vacate the unauthorized sentence and impose a sentence that includes restitution to the City of Batavia, as required by section 5-5-6.

Mandamus is a remedy “used to compel a public official to perform a purely ministerial duty where no exercise of discretion is involved.” *People ex rel. Alvarez v. Howard*, 2016 IL 120729, ¶¶ 12-13 (citing *People ex rel. Birkett v. Konetski*, 233 Ill. 2d 185, 192-93 (2009)); *see also Jorgensen*, 216 Ill. 2d at 362. “Although *mandamus* generally provides affirmative rather than prohibitory relief, the writ can be used to compel the undoing of an act,” *Howard*, 2016 IL 120729, ¶ 12 (citation omitted), and “to compel compliance with mandatory legal standards,” *Konetski*, 233 Ill. 2d at 192-93. Thus, “[t]he remedy of *mandamus* . . . permits the State to challenge criminal sentencing orders where it is alleged that the circuit court violated a mandatory sentencing requirement[.]” *People v. Castleberry*, 2015 IL 116916, ¶ 27; *see also Jorgensen*, 216 Ill. 2d at 362 (mandamus available “to correct lower courts’ departures from mandatory sentencing schemes”); *People ex rel. Daley*

v. Strayhorn, 199 Ill. 2d 331, 337 (1988) (mandamus appropriate to compel judge to follow sentencing statute).

Mandamus relief is warranted here because defendant’s sentence does not comport with the plain language of section 5-5-6. In construing statutory provisions, this Court “ascertain[s] and give[s] effect to the legislature’s intent, of which the best indicator is the statutory language, given its plain and ordinary meaning.” *Jorgensen*, 216 Ill. 2d at 363. When the statutory language is clear and unambiguous, there is no need to resort to other principles of statutory interpretation, though the Court “always presume[s] that the legislature did not intend an absurd, inconvenient, or unjust result.” *Id.*

A. Defendant’s sentence is unauthorized because it does not include restitution to the City of Batavia, the victim’s health insurance carrier, as required by the Code.

Defendant’s sentence is unauthorized because the plain language of section 5-5-6 required the trial court to order defendant to pay restitution to the City of Batavia, Hill’s health insurance carrier, for expenses incurred because of Hill’s injuries resulting from defendant’s offense.

Section 5-5-6 provides that “[i]n *all* convictions for offenses in violation of the Criminal Code of 1961 or the Criminal Code of 2012 . . . in which the person received any injury to his or her person . . . as a result of the criminal act of the defendant, the court *shall* order restitution as provided in this Section.” 730 ILCS 5/5-5-6 (emphasis added). The statute’s use of the word “shall” is a “clear expression of legislative intent to impose a mandatory

obligation.” *People ex rel. Smith v. Tobin*, 2025 IL 131213, ¶ 22. Indeed, this Court has routinely held that the use of “shall” in a sentencing statute creates a mandatory obligation for the sentencing court. *See, e.g., id.*; *see also People v. Thomas*, 171 Ill. 2d 207, 222 (1996) (“[T]he legislature intended the phrase ‘defendant shall be sentenced as a Class X offender’ to have a mandatory meaning, precluding any exceptions.”). Here, the legislature further emphasized the mandatory nature of section 5-5-6 by noting that restitution shall be paid in “*all* convictions” that meet the statutory requirements. *See* 730 ILCS 5/5-5-6 (emphasis added). Consequently, a sentencing court must order restitution where section 5-5-6’s requirements are met.

It is undisputed that defendant committed an offense “in violation of the Criminal Code” that caused an “injury to [Hill’s] person.” 730 ILCS 5/5-5-6. Defendant pleaded guilty to the charge of resisting or obstructing a peace officer causing injury, which includes as an element of the offense that defendant caused injury to a peace officer. 720 ILCS 5/31-1(a-7); R16. In such circumstances, subsection 5-5-6(b) requires the trial court to:

assess the actual out-of-pocket expenses, losses, damages, and injuries suffered by the victim named in the charge and any other victims who may also have suffered out-of-pocket expenses, losses, damages, and injuries proximately caused by the same criminal conduct of the defendant, and *insurance carriers who have indemnified the named victim* or other victims for the out-of-pocket expenses, losses, damages, or injuries, provided that in no event shall restitution be ordered to be paid on account of pain and suffering.

730 ILCS 5/5-5-6(b) (emphasis added). Thus, under the plain language of the

statute, the trial court here was required to order defendant to pay restitution to Hill’s “insurance carrier[].”

Hill’s insurance carrier was the City of Batavia under the plain and ordinary meaning of this phrase. Where, as with section 5-5-6, a statute does not expressly define a term, courts “assume the legislature intended the term to have its ordinary and popularly understood meaning,” *Landis v. Marc Realty, L.L.C.*, 235 Ill. 2d 1, 8 (2009), and courts look to the dictionary to ascertain that meaning, *People v. McChriston*, 2014 IL 115310, ¶ 15.

Relevant here, Merriam-Webster defines “carrier” as “an organization acting as an insurer.” *Carrier*, Merriam-Webster, <https://www.merriam-webster.com/dictionary/carrier> (last visited February 24, 2026). Similarly, Black’s Law Dictionary defines “carrier” as “insurer.” *Carrier*, Black’s Law Dictionary (12th ed. 2024). These dictionary definitions echo the definition of “carrier” that the General Assembly provided in statutes governing insurance: “*any* entity which provides health insurance in this State.” 215 ILCS 93/10 (emphasis added); *see also Cohen v. Chicago Park Dist.*, 2017 IL 121800, ¶ 21 (considering definition of a term provided in separate statute to interpret undefined terms). And the dictionary definitions align with the context of subsection 5-5-6(b) itself, which identifies insurance carriers as entities “who have *indemnified* the named victim.” 730 ILCS 5/5-5-6(b) (emphasis added). It follows that the plain and ordinary meaning of “insurance carrier” in subsection 5-5-6(b) is someone or something that

provides insurance to an individual.

It is undisputed that the City of Batavia did just that by indemnifying Hill for his medical expenses. The city's human resource director testified that the city was "fully responsible" for its employees' medical costs. R27. Indeed, much like any insurance company, the city processed Hill's medical claims, approved some and denied others, and ultimately paid Hill's medical providers. R31-36. The city was therefore Hill's insurance carrier for purposes of section 5-5-6, with the result that the statute required the trial court to order defendant to pay restitution to the city.

The trial court's contrary view improperly read into the statute a limitation that is not found in its plain language. *See People v. Clark*, 2019 IL 122891, ¶ 47 (Courts may not "rewrite a statute to add provisions or limitations the legislature did not include.") Section 5-5-6 requires restitution for "insurance carriers who have indemnified the named victim or other victims." 730 ILCS 5/5-5-6(b). The trial court's construction effectively inserted the word "private" and the clause "that offers insurance to the public at large" into the statute, interpreting it to require restitution only for "*private* insurance carriers *that offer insurance to the public at large* who have indemnified the named victim or other victims." *See* R122-23 (trial court's explanation, when denying the People's motion to reconsider, that the city was not an insurance carrier because it was not "a company that provides insurance policies to the public"). Because this limitation is not

included in section 5-5-6's plain language, the trial court's construction should be rejected. *See Clark*, 2019 IL 122891, ¶ 47.

The People's construction, by contrast, both is consistent with section 5-5-6's plain language and gives effect to the legislature's remedial goals in enacting the statute. *See Clark*, 2019 IL 122891, ¶ 20 ("The court may consider the reason for the law, the problems sought to be remedied, the purposes to be achieved, and the consequences of construing the statute one way or another."). As the appellate court has explained, "the Illinois General Assembly intended, in every criminal case where possible, to achieve two goals: '(1) to make victims whole for any injury received at the hands of the convicted criminal; and (2) to make criminals pay all of the costs which arise as a result of injuries the victim suffered.'" *People v. Villanueva*, 231 Ill. App. 3d 754, 761 (4th Dist. 1992) (quoting *People v. Strebin*, 209 Ill. App. 3d 1078, 1084 (4th Dist. 1991)) (emphasis in original). Thus, section 5-5-6's terms "should be construed broadly to effect its remedial purpose." *People v. Graham*, 406 Ill. App. 3d 1183, 1194 (5th Dist. 2011). Indeed, this Court, after reviewing the legislative history of subsection 5-5-6(b), has already explained that the legislature "show[ed] a clear intent to expand the coverage of the restitution statute." *People v. Lowe*, 153 Ill. 2d 195, 203 (1992). Recognizing the City of Batavia as Hill's insurance carrier for purposes of section 5-5-6 thus gives effect to the legislature's goal to ensure that those who bear the financial costs of a defendant's crime are recompensed.

By contrast, the trial court's view that section 5-5-6 requires restitution only to "compan[ies] that provide[] insurance policies to the public" not only contradicts the plain language of the statute but also deviates from the legislative intent. *See Jorgensen*, 216 Ill. 2d at 363 (The Court "always presume[s] that the legislature did not intend an absurd, inconvenient, or unjust result."). Rather than giving effect to the legislature's intent to "expand the coverage of the restitution statute," *Lowe*, 153 Ill. 2d at 203, the trial court's construction would limit restitution to private companies that offer insurance to the public at large. This cramped reading conflicts with the legislature's intent to ensure that defendant "pay[s] all of the costs which arise as a result of injuries the victim suffered." *Villanueva*, 231 Ill. App. 3d at 761.

Finally, and contrary to the trial court's suggestion, the fact that the City of Batavia might seek to recoup the expenses it incurred as a result of defendant's conduct through a civil lawsuit, *see* R103-04, has no bearing on the proper construction of section 5-5-6. Not only does the availability of this option not override the plain language of the statute, but its legislative intent was to allow those harmed by a defendant's criminal conduct to "avoid the bother, expense, and delay too often present in the civil justice system." *Villanueva*, 231 Ill. App. 3d 761. In other words, as the plain language of section 5-5-6 shows, the restitution requirement was intended to obviate the need for the City of Batavia to pursue compensation through the civil law

system.

In sum, the plain language of section 5-5-6 requires that defendant be ordered to pay restitution to the City of Batavia as Hill's health insurance carrier. Consequently, defendant's sentence, which does not include such a restitution order, is unauthorized.

B. Alternatively, the Code requires restitution to the City of Batavia as an "other victim."

Alternatively, if the City of Batavia is not an insurance carrier, restitution to the City of Batavia is required because the city is an "other victim" under subsection 5-5-6(b).

In addition to requiring restitution to insurance carriers, section 5-5-6 requires that a defendant pay restitution to "any other victims who may also have suffered out-of-pocket expenses, losses, damages, and injuries proximately caused by the same criminal conduct of the defendant." 730 ILCS 5/5-5-6(b). "[O]ther victims" encompasses those who pay the costs of treatment for direct victims for harms suffered at the hands of the defendant, including governmental agencies. *See Strebin*, 209 Ill. App. 3d at 1085-86 ("Someone is paying the costs of that [treatment], which was necessitated as a result of the defendant's criminal behavior, and whoever that 'someone' is, whether the victim herself, her family, a friend, or some private or governmental agency, the defendant should still be made to pay the costs[.]"). So, because the City of Batavia paid the costs of Hill's medical care for harms suffered at defendant's hands, under the plain language of section 5-5-6, if

the city was not entitled to restitution as an “insurance carrier,” it was entitled to restitution as an “other victim.”

Construing “other victim” to include the City of Batavia is consistent with the expansive purpose of section 5-5-6: “to make all victims whole for *any* injury received at the hands of the criminal to be sentenced.” *Lowe*, 153 Ill. 2d at 202 (emphasis added). Any construction that excludes a person or entity in the city’s position would lead to the absurd result that a defendant must be ordered to reimburse for medical treatment that an uninsured victim incurs as a result of the defendant’s actions, but is not held to his obligation if his uninsured victim is fortunate enough to have a family member who is willing to pay, or if the victim qualifies for assistance from a governmental agency, as occurred here. *See Strebin*, 209 Ill. App. 3d at 1085-86. The clear intent of section 5-5-6 is that a defendant reimburse all those who “have suffered out-of-pocket expenses, losses, damages, and injuries proximately caused by the same criminal conduct of the defendant.” *See id.* That is true whether the primary victim has private insurance, a generous relative, or a job with a self-insured government agency.

In sum, even if the City of Batavia is not an “insurance carrier” it was an “other victim” under section 5-5-6. Therefore, the statute required the court to order defendant to pay restitution to the city. Because the trial court failed to comply with this mandatory sentencing requirement, this Court should order the court to impose the sentence that the General Assembly

determined is appropriate.

CONCLUSION

The People of the State of Illinois respectfully request that this Court enter a mandamus order directing the trial to vacate defendant's sentence and to resentence defendant in accordance with section 5-5-6 of the Code.

February 24, 2026

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages containing the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 14 pages.

/s/ Nicholas Moeller
Nicholas Moeller
Assistant Attorney General

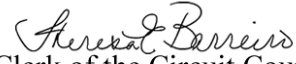
APPENDIX

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**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS**

Case No. **2022-CF-001334**

People of Illinois		Lawson, Phillip	 Clerk of the Circuit Court Kane County, Illinois 4/29/2025 11:03:14 AM FILED/IMAGED File Stamp
Plaintiff(s)		Defendant(s)	
Patel		McCullough	
Plaintiff(s) Atty.		Defendant(s) Atty	
Kliment, David Judge	Joyce, Jennifer Court Reporter	TJF Deputy Clerk	
A copy of this order ☐ should be sent ☐ has been sent ☐ Plaintiff Atty. ☐ Defense Atty. ☐ Other _____			

ORDER

* **Defendant present in open court**

* **Other:**

Matter comes before the court for Sentencing Hearing. Court sentences the defendant as stated on the record.

Defense requests that if no appeal has been filed within 30 days, that the Batavia Police Department returns the defendant's cell phone to him. That request is granted.

The surety does not object to the bond being applied to the defendant's total amount due in the Financial Sentencing Order.

Anything written below this line with the exception of the Judges signature is not considered part of the official court order



Judge Kliment, David
Dated: 4/29/2025 11:03 AM

CERTIFICATE OF FILING AND SERVICE

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct. On February 24, 2026 the foregoing Brief and Appendix of Petitioner People of the State of Illinois was filed with the Clerk of the Supreme Court of Illinois, using the court's electronic filing system, , and on the same date, the persons listed below were served by depositing a copy in a U.S. mailbox in Chicago, Illinois, with proper postage paid:

Hon. David Kliment
Associate Judge, 16th Judicial Circuit
Kane County Judicial Center
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St. Charles, Illinois 60175

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