

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.

**REPLY BRIEF OF PETITIONER
PEOPLE OF THE STATE OF ILLINOIS**

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ORAL ARGUMENT REQUESTED

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ARGUMENT

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.

The trial court imposed a statutorily unauthorized sentence when it denied restitution to the City of Batavia, which provided health insurance to the person injured by defendant's crime, Officer Lawrence Hill. The relevant statute mandates that a court "shall" order restitution to a victim's insurance carrier or any other victim who pays out of pocket costs because of the defendant's crime. 730 ILCS 5/5-5-6. The City of Batavia is entitled to restitution because it is Officer Hill's insurance carrier; it indemnifies him for medical expenses, or, in other words, insures him.

In the alternative, the City of Batavia is an "other victim" under the broad definition provided by subsection 5-5-6(b) because it paid financial costs as a direct result of defendant's crime.

Section 5-5-6 establishes a clear right to restitution for insurance carriers and other victims, and no other viable mechanism exists to correct the trial court's error; accordingly, mandamus is the proper remedy.

A. Defendant's sentence is unauthorized because it does not include restitution to the City of Batavia, Officer Hill's insurance carrier.

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 insurance carrier, for expenses incurred because of

Hill's injuries resulting from defendant's offense.

As defendant concedes, Def. Br. 13, section 5-5-6 requires the trial court to order restitution to "insurance carrier[s]" and "other victim[s]"; thus, if the City of Batavia falls within the meaning of either phrase, the trial court was required to order restitution.¹ *See* 730 ILCS 5/5-5-6; *see also* Peo. Br. 6-8.

The City of Batavia was Officer Hill's "insurance carrier" under the plain and ordinary meaning of this phrase. Section 5-5-6 does not define "insurance carrier"; accordingly, this Court may 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 June 22, 2026); *see also Carrier*, Black's Law Dictionary (12th ed. 2024) (defining "carrier" as "insurer.").

Similarly, in separate Illinois statutes governing the insurance industry, the General Assembly has defined "carrier" as "any entity which provides health insurance in this State." 215 ILCS 93/10; *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 subsection 5-5-6(b) itself identifies insurance carriers as entities "who have *indemnified* the named victim." 730 ILCS 5/5-5-6(b) (emphasis added). In sum, the plain and

¹ Citations to the supplemental record attached to the People's opening brief and defendant's brief appear as "Peo. Br. __," and "Def. Br. __," respectively.

ordinary meaning of “insurance carrier” is straightforward: an insurance carrier is an organization or entity that provides insurance to — that is to say, indemnifies — an individual.

The City of Batavia is clearly an insurance carrier under that definition. The undisputed evidence established that Batavia indemnified Officer Hill for his medical expenses. The city’s human resources director testified that the city was “fully responsible” for Hill’s medical costs, R27, that it processed Hill’s medical claims, approving some and denying others, and that it paid Hill’s medical providers. R31-36. Indeed, when asked whether “the City of Batavia is acting as the insurance company” for its employees, the director testified “Correct.” R47. So, defendant is wrong that no witness testified that the city provides insurance to its employees. *See* Def. Br. 14. Regardless of the terms used by the human resources director, because the city was responsible for Hill’s medical bills as an insurance carrier would have been and processed and paid his claims as an insurance carrier would have done, the city qualifies as an insurance carrier within the meaning of the statute. Therefore, the plain language of section 5-5-6 required the trial court to order defendant to pay restitution to the city.

It is irrelevant that the City of Batavia is self-insured, for the question is who insures Officer Hill, not who insures the city. Accordingly, defendant’s reliance on *State Farm Mut. Auto. Ins. Co. v. Du Page Cnty.*, 2011 IL App (2d) 100580, for the proposition that a self-insured municipality cannot be an

insurance carrier, Def. Br. 14-15, is misplaced. In *State Farm*, an individual sued DuPage County and others after she was injured by a county employee driving a county-owned vehicle. 2011 IL App (2d) 100580, ¶ 1. State Farm, the employee’s personal insurer, settled with the injured individual and then sought equitable subrogation from the county, which was self-insured. *Id.* ¶¶ 13-19. The appellate court held that because the county was self-insured, it was not an insurer for purposes of equitable subrogation. *Id.* ¶¶ 32-44. The court relied on two principles: (1) an insurance policy is a contract that requires two parties, but a self-insured entity is a single party, *id.* ¶ 42; and (2) public policy required the preservation of government funds, and thus self-insured municipalities “do not have the same obligation to contribute to a settlement as a commercial carrier,” *id.* ¶¶ 38-40.

Neither principle supports defendant’s interpretation of section 5-5-6. Unlike in *State Farm*, where the question was who insured the municipality, the question here is who insured Officer Hill. Accordingly, there are two parties — Hill as insured and the city as insurer — and for that reason alone *State Farm* is inapposite.

In addition, the public policy considerations that the appellate court identified in *State Farm*, *i.e.* the need to preserve public funds, favor interpreting section 5-5-6 to provide for restitution in this case. The City of Batavia, as Officer’ Hill’s insurer, spent public funds to cover the officer’s medical expenses resulting from defendant’s crime and restitution would

restore those funds. However, if section 5-5-6 were read to exclude such municipalities as insurance carriers, the public funds spent as a direct result of defendants' crimes, like Officer Hill's medical expenses, would not be preserved. Such a reading of section 5-5-6 undermines both the policy considerations identified in *State Farm* and the legislature's clear intent "to make criminals pay *all* of the costs which arise as a result of injuries the victim suffered." See *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).

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 insurance carrier. Consequently, defendant's sentence, which does not include an order to pay restitution, is unauthorized.

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

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

"[O]ther victims" include those who pay the costs of treatment for victims of injuries suffered at the hands of criminal defendants, including governmental agencies. See *Strebin*, 209 Ill. App. 3d at 1084 ("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[.]”). The phrase “other victim” should be read broadly to give effect to the statute’s clear intent to “to make all victims whole for *any* injury received at the hands of the criminal to be sentenced.” *People v. Lowe*, 153 Ill. 2d 195, 202-03 (1992) (emphasis added). So, because the City of Batavia paid the costs of Hill’s medical care for the injuries he 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.”

To be sure, defendant is correct, *see* Def. Br. 15, that section 5-1-22 of the Unified Code of Corrections (730 ILCS 5/5-1-22) defines “victim” as having the same meaning as “crime victim” as set forth in section 3 of the Rights of Crime Victims and Witnesses Act (725 ILCS 120/3). And that section, as relevant here, limits crime victims to “natural person[s]” who suffer “direct physical or psychological harm as a result of violent crime.” 725 ILCS 120/3. But defendant overlooks that section 5-1-1 of the Code expressly provides, “For the purposes of this Chapter, the words and phrases described in this Article have the meanings designated in this Article, *except when a particular context clearly requires a different meaning.*” 730 ILCS 5/5-1-1 (emphasis added).

Here, the “particular context” of the restitution scheme clearly requires a different meaning for the term “victim.” First, section 5-1-22’s definition

limiting “victims” to natural persons who suffer physical or psychological harm is incompatible with section 5-5-6’s requirement of restitution for both personal injury *and property damage*. 730 ILCS 5/5-5-6. Given this clear incompatibility, section 5-1-22’s definition of “crime victim” cannot apply to the term “victim” as it appears in section 5-5-6. Indeed, when section 5-5-6 was enacted, 725 ILCS 120/3’s definition of victim was *not* limited to natural persons and expressly included those that suffered damage to property. *See* 725 ILCS 120/3 (2000).² Thus, section 5-1-22’s definition does not apply in the context of the restitution scheme established by section 5-5-6.

Limiting section 5-5-6’s restitution requirement to natural persons suffering physical or psychological harm would also lead to absurd results. *See People ex rel. Birkett v. Jorgenson*, 216 Ill. 2d 358, 363 (2005) (The Court “always presume[s] that the legislature did not intend an absurd, inconvenient, or unjust result.”). Under such a reading, if a criminal defendant threw a rock through a store window and hit or otherwise harmed the store’s owner, who owned the store personally, the defendant would have to pay restitution for the broken window. In this example, the victim would be a “natural person” who suffered “direct physical or psychological harm as a result of violent crime.” However, if the defendant’s rock throwing missed

² Limiting the meaning of “victim” in section 5-1-22 to natural persons suffering physical or psychological harm was part of a 2015 amendment following the 2014 addition of the victims’ rights amendment to the Illinois Constitution. *See* 2015 Ill. Legis. Serv. P.A. 99-413 (H.B. 1121).

the store owner (such that there was only property damage), or if the store's owner had set up a corporation or similar common business entity (such that the legal property owner was not a natural person), then the defendant would not have to pay restitution for the same broken window. Such a result would conflict with the General Assembly's intent that section 5-5-6 recompense "all victims" for "any injury" caused by a criminal defendant, *see Lowe*, 153 Ill. 2d at 202-03, and, as such, would be absurd.

In sum, even if the City of Batavia is not an "insurance carrier," it is an "other victim" under subsection 5-5-6(b). Therefore, the statute required the trial court to order defendant to pay restitution to the city.

C. Mandamus is the proper remedy to correct the trial court's error.

Mandamus is the proper remedy to correct defendant's statutorily unauthorized sentence. 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. Here, the trial court had no discretion to deny restitution to the City of Batavia, so mandamus is appropriate.

Defendant's contention that the People are attempting to "improperly circumvent[]" the normal appellate process, Def. Br. 8, is incorrect. Indeed, as defendant himself concedes, the People may not appeal a sentencing error through the normal appellate process. *See id.* at 9; *see also* Ill. S. Ct. R.

604(a) (setting forth circumstances in which People may appeal in criminal cases). Thus, there is no available “normal appellate process” to be circumvented.

Nor, contrary to defendant’s suggestion, does the fact that the People are barred from appealing a trial court’s sentencing order under Rule 604(a) mean that the People are similarly barred from seeking mandamus. *See* Def. Br. 9. Indeed, this Court has repeatedly and expressly sanctioned the use of mandamus to address a trial court’s sentencing error even where such issues are barred on appeal. *See, e.g., Castleberry*, 2015 IL 116916, ¶¶ 26-27 (“The remedy of mandamus therefore permits the State to challenge criminal sentencing orders where it is alleged that the circuit court violated a mandatory sentencing requirement.”); *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).

Defendant’s related suggestion that mandamus is available only where the sentencing issue in question is settled by precedent, *see* Def. Br. 6, is also unfounded. The question whether a statute imposes a mandatory sentencing requirement is resolved by interpreting the language of the statute, not by whether a court opinion has already addressed the matter. *See Cordrey v. Prisoner Rev. Bd.*, 2014 IL 117155, ¶¶ 19-25 (analyzing the relevant statutes to determine whether petitioner established clear right to mandamus). Thus,

so long as section 5-5-6 provides the City of Batavia with a clear right to restitution, mandamus is the proper remedy. And, as explained above and in the People's opening brief, the city is an insurance carrier or, alternatively, an "other victim" entitled to restitution under the plain language of the statute. *See supra* pp. 1-8; *see also* Peo. Br.

Finally, and contrary to defendant's suggestion, the fact that the City of Batavia might seek to recoup the expenses it incurred through a civil lawsuit against defendant, *see* Def. Br. 9-10, does not foreclose mandamus relief. The right to restitution is not merely the right to recoup costs, but also the right 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 insurers and other victims — like the City of Batavia — to pursue restitution through the civil law system. Only an order of mandamus can fully remedy the city's rights under section 5-5-6.

CONCLUSION

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

June 23, 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 11 pages.

/s/ Nicholas Moeller
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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 June 23, 2026 the foregoing Reply Brief 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:

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