

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION**

GORDON RANDY STEIDL,)
)
Plaintiff,)
)
) **No. 05 CV 2127**
) **Honorable Harold A. Baker**
)
 v.)
)
CITY OF PARIS, CHIEF GENE RAY,)
DETECTIVE JAMES PARRISH; and EDGAR)
COUNTY STATE'S ATTORNEY MICHAEL)
MCFATRIDGE;)
)
 Defendants.)

CONSENT JUDGMENT

Pursuant to Rule 58 of the Federal Rules of Civil Procedure, the Court makes the following findings and enters judgment as follows:

1. Plaintiff Gordon Randy Steidl filed this lawsuit on May 23, 2005, naming, as Defendants, *inter alia*, the City of Paris, Gene Ray, James Parrish, and Michael McFatrige.
2. In his suit Steidl alleged claims against the above named Defendants under 42 U.S.C. § 1983 for, *inter alia*, wrongful conviction and municipal liability, and under Illinois law for malicious prosecution and intentional infliction of emotional distress.
3. Steidl further alleged in his suit that as a result of his wrongful conviction and malicious prosecution he spent 17 years in prison, 12 years of which were on death row, for crimes he did not commit.
4. Steidl further alleged in his suit that he suffered extreme physical and emotional injury and damages directly and proximately caused by the wrongful and unconstitutional actions of these Defendants.

5. Steidl further alleged in his suit that he would be entitled to a fully compensatory award of attorneys' fees and costs pursuant to 42 U.S.C. § 1988 against these Defendants if he were to prevail at trial.

6. The Defendants named above denied and continue to deny any liability for these injuries, damages, attorneys' fees and costs.

7. In entering this judgment order, the Court relies, *inter alia*, on the decisions in *Steidl v. Fermon*, 494 F.3d 623 (7th Cir. 2007), *Whitlock and Steidl v. Brueggemann* 682 F.3d 567 (7th Cir. 2012), *Steidl v. Walls*, 267 F. Supp. 2d 919 (C.D. Ill. 2003), *People v. Whitlock*, No. 4-05-0958 (4th Dist. 2007), the voluminous materials filed by the parties in support of, and in opposition to, summary judgment in this case, this Court's own decisions, and the settlement agreement, assignments and releases executed by the parties.

8. The Court hereby makes the following findings:

a. Defendants Gene Ray, James Parrish, and Michael McFatridge were acting in the scope of their employment at all times material to this judgment;

b. Defendant McFatridge's conduct and/or inactions were intended to serve or benefit interests of the State of Illinois at all times material to this judgment;

c. The criminal proceedings against Plaintiff Steidl were terminated in his favor when United States District Court Judge Michael McCuskey granted Steidl's habeas corpus petition on June 17, 2003 and vacated his conviction, and the Illinois State's Attorney Appellate Prosecutor

dismissed all criminal charges and the criminal case against Steidl on May 28, 2004;

d. Given the duration and length of Plaintiff's incarceration and the physical and emotional injuries suffered during and after his incarceration, the Court finds that a judgment of \$1,500,000.00 (ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS) plus post judgment interest in accordance with 735 ILCS 5/2-1303, against the Defendants City of Paris, Gene Ray and James Parrish on Plaintiff's 42 U.S.C § 1983 wrongful conviction/deprivation of due process and state law malicious prosecution claims, jointly and severally, for their alleged role in causing Plaintiff's wrongful prosecution and his resultant damages and injuries is just, reasonable, and was determined in good faith;

e. The judgment set forth in paragraph (d) will be satisfied through the payments set forth in paragraphs (i) and (j) below and the assignment to Plaintiff reflected in paragraph (l) below;

f. Given the duration and length of Plaintiff's incarceration, the physical and emotional injuries suffered during and after his incarceration, and the reasonable attorneys' fees and costs that would be awarded after trial if Plaintiff were to prevail, the Court finds that a judgment on Counts II, VI, and VII of Plaintiff's complaint for an additional \$2,000,000.00 (TWO MILLION DOLLARS AND 00/100 CENTS), plus post judgment interest in accordance with 735 ILCS 5/2-1303, on the assigned portion of this judgment against Defendant McFatrige in his capacity as former

State's Attorney of Edgar County for his alleged role in causing Plaintiff's damages and injuries is just, reasonable, and was determined in good faith;

g. The judgment set forth in paragraph (f) will be satisfied through the payments set forth in paragraph (h) below and the assignment to Plaintiff reflected in paragraph (k) below;

h. That Edgar County and its insurers, Sirius America Insurance Company, as successor in interest to Imperial Casualty and Indemnity Company, and Governmental Interinsurance Exchange, have agreed to pay Plaintiff a total of \$375,000.00 (THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS) in partial satisfaction of the judgment against Defendant McFatridge;

i. That Western World Insurance Group, which is one of the insurers of the City of Paris and its employee Defendants, has agreed to pay Plaintiff a total of \$325,000.00 (THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS) in partial satisfaction of the judgment against Defendants City of Paris, Ray and Parrish;

j. That City of Paris has agreed to pay Plaintiff a total of \$325,000.00 (THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS) in partial satisfaction of the judgment against Defendants City of Paris, Ray and Parrish, with said payment to be made over time in 5 installments: \$25,000 initially on or before April 30, 2013, and \$75,000 on or before September 15, 2013, and the next three succeeding

September 15s, because, as described in the City's verified Motion for Findings Pursuant to 745 ILCS 10/9-104, prompt payment in a lump sum creates an unreasonable financial hardship for the City of Paris;

k. That Defendant McFtridge has assigned to Plaintiff to the fullest extent permitted by law or otherwise, all of his claims to indemnification from the State of Illinois for the remaining portion of the judgment against him in the amount of \$1,650,000.00 (ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS)), plus post judgment interest in accordance with 735 ILCS 5/2-1303, in exchange for Plaintiff's covenant not to execute any portion of said judgment against Defendant McFtridge and his personal assets (other than his right to indemnification, if any, from the State of Illinois), and not to execute against Governmental Interinsurance Exchange, Sirius America Insurance Company as successor in interest to Imperial Casualty and Indemnity Company and/or Edgar County in an amount greater than their financial obligations as set forth in paragraph (h) above;

l. That Defendants City of Paris, Ray and Parrish have assigned to Plaintiff to the fullest extent permitted by law or otherwise, their claim to payment from Selective Insurance Company of South Carolina of a portion of the judgment against them in the amount of \$850,000.00 (EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS) plus post judgment interest in accordance with 735 ILCS 5/2-1303, in exchange for Plaintiff's covenant not execute any portion of said

judgment against Defendants Gene Ray and James Parrish and their personal assets, and not to execute any portion of said judgment against City of Paris and/or Western World so long as they make the payments as set forth in paragraphs (i) and (j) above, and in any event not to execute against the City of Paris in an amount greater than \$325,000 and not to execute against Western World in an amount greater than \$325,000.

For the above stated reasons, the Court hereby enters judgment against Defendants City of Paris, Gene Ray and James Parrish, jointly and severally, on the claims as set forth in paragraph 8(d) above in the amount of \$1,500,000.00 (ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS), plus post judgment interest as set forth above and enters judgment against defendant Michael McFatridge on the claims as set forth in paragraph 8(f) above in the additional amount of \$2,000,000.00 (TWO MILLION DOLLARS AND 00/100 CENTS) plus post judgment interest as set forth above.

Dated: March 27, 2013

s/Harold A. Baker

Honorable Judge Harold A. Baker
U.S. District Judge