UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF ILLINOIS, PEORIA DIVISION

Jimmy Lee Bynum, Jr. v. Bandza et al.

Bynum · No. 20-CV-2343 · Decided March 13, 2026

SUMMARY

In this post-trial order concerning claims under the Family and Medical Leave Act, the court determined that the defendant acted in good faith and had reasonable grounds for believing its termination decision was lawful, so liquidated damages were denied. The court also denied front pay because the plaintiff had obtained comparable employment, the jury's back-pay award was substantially lower than the amount sought, and the requested 21-year period was speculative. The court awarded prejudgment interest on the plaintiff's lost-wage and back-pay damages and directed the plaintiff to submit a damages schedule within 14 days.

CASE DETAILS

COURT	United States District Court for the Central District of Illinois, Peoria Division
WRITING FOR THE COURT	Jonathan E. Hawley
JURISDICTION	United States District Court for the Central District of Illinois, Peoria Division
DECIDED	March 13, 2026
DOCKET	20-CV-2343
DISPOSITION	other
PROCEDURAL POSTURE	Post-trial order following a jury trial on liability and lost-wage damages under the FMLA and a subsequent bench trial limited to front pay and liquidated damages. The court considered the plaintiff's post-trial request for liquidated damages, front pay, and prejudgment interest.
STANDARD OF REVIEW	The court applied its discretion in evaluating front pay and determined whether the defendant proved good faith and reasonable grounds sufficient to rebut the FMLA liquidated-damages presumption.
PRECEDENTIAL VALUE	Unknown; federal district court post-trial order with no stated precedential designation

PARTIES	Jimmy Lee Bynum, Jr. v. Bandza et al., Commonwealth Serum Laboratories Behring

TOPICS

family and medical leave act · damages · prejudgment interest · remedies · civil procedure

PRACTICE AREAS

employment law · family and medical leave act · remedies

QUESTIONS PRESENTED

1. Whether the defendant rebutted the presumption of FMLA liquidated damages by proving that it acted in good faith and had reasonable grounds to believe its termination decision was lawful.
2. Whether the plaintiff carried his burden of proving entitlement to front pay where he had comparable employment, the jury awarded substantially less back pay than requested, and the requested 21-year period was speculative.
3. Whether the plaintiff was entitled to prejudgment interest on the jury's backpay award.

HOLDINGS

1. The defendant established that it acted in good faith and had reasonable grounds for believing that the termination did not violate the FMLA, so the plaintiff was not entitled to liquidated damages.
2. The plaintiff failed to prove entitlement to front pay, and the court denied that request.
3. The plaintiff was entitled to prejudgment interest on the jury's lost-wage and backpay award.

KEY QUOTATIONS

> *"liquidated damages are presumed unless the employer demonstrates that it acted reasonably and in good faith."* (Section II.A)

> *"A 'front pay award gives the employee the present value of the earnings from her old job less the earnings from her new (or expected) job.'"* (Section II.B)

> *"Pre-judgment interest should be presumptively available to victims of federal law violations"* (Section II.C)

FACTUAL BACKGROUND

The defendant terminated Bynum after he made a late call-off. Before the termination, a human-resources manager directed the department manager to investigate the reason for the late call-off, and the department manager testified that she met with Bynum, who did not provide an explanation. The jury nevertheless found an FMLA violation and awarded $57,500 in lost wages and benefits. Bynum later obtained comparable employment with Union Pacific and sought approximately $1 million to $1.1 million in front pay over a 21-year period.

PROCEDURAL HISTORY

The jury found that the defendant violated the FMLA by terminating the plaintiff and awarded $57,500 in lost wages and benefits damages. After a one-day bench trial on October 29, 2025, the court considered the plaintiff's requests for front pay and liquidated damages. The court denied liquidated damages and front pay, granted prejudgment interest on the backpay award, and ordered the plaintiff to submit a damages schedule within 14 days.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. The plaintiff must provide, within 14 days of the order, a schedule of damages so that prejudgment interest can be calculated.

CASES CITED

- Byrne v. Avon Prods., Inc., 125 F. App'x 704, 705 (7th Cir. 2004)
- Holder v. Illinois Dep't of Corr., 751 F.3d 486, 498 (7th Cir. 2014)
- Freelain v. Vill. of Oak Park, 888 F.3d 895, 903 (7th Cir. 2018)
- Dierlam v. Wesley Jessen Corp., 222 F. Supp. 2d 1052, 1057 (N.D. Ill. 2002)
- Hudak v. St. Joseph Cnty. Bd. of Commissioners, No. 3:18-CV-932 RLM, 2021 WL 5121833, at *2 (N.D. Ind. Nov. 4, 2021)
- Cloutier v. GoJet Airlines, LLC, 996 F.3d 426, 449 (7th Cir. 2021)
- Williams v. Pharmacia, Inc., 137 F.3d 944, 954 (7th Cir. 1998)
- Downes v. Volkswagen of Am., Inc., 41 F.3d 1132, 1141 (7th Cir. 1994)
- Valdivia v. Twp. High Sch. Dist. 214, 2019 WL 699905, at *7 (N.D. Ill. Feb. 20, 2019), aff'd, 942 F.3d 395 (7th Cir. 2019)
- McKnight v. Gen. Motors Corp., 973 F.2d 1366, 1372 (7th Cir. 1992)
- Hutchison v. Amateur Elec. Supply, Inc., 42 F.3d 1037, 1045 (7th Cir. 1994)
- Stragapede v. City of Evanston, 125 F. Supp. 3d 818, 833 (N.D. Ill. 2015)
- Ortega v. Chicago Bd. of Educ., 280 F. Supp. 3d 1072, 1111 (N.D. Ill. 2017)
- Williams v. Pharmacia Opthalmics, Inc., 926 F. Supp. 791, 796 (N.D. Ind. 1996), aff'd, 137 F.3d 944 (7th Cir. 1998)
- Pickett v. Sheridan Health Care Ctr., 813 F.3d 640, 647 (7th Cir. 2016)
- Gorenstein Enters., Inc. v. Quality Care–USA, Inc., 874 F.2d 431, 436 (7th Cir. 1989)

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