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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST DISTRICT

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ANGEL NASH,	)	Appeal from the Circuit Court
	)	of Cook County.
Plaintiff-Appellee,	)	
	)	
v.	)	No. 14 L 001069
	)	
UHLICH CHILDREN'S ADVANTAGE	)	
NETWORK,	)	The Honorable
	)	Patrick J. Sherlock,
Defendant-Appellant.	)	Judge, presiding.
	)	

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JUSTICE HYMAN delivered the judgment of the court.  
Justices Neville and Simon concurred in the judgment.

**ORDER**

¶ 1 *Held:* The trial court did not err in granting summary judgment where the plaintiff had not pleaded a prima facie case of retaliatory discharge, because she did not report a crime or a violation of public policy.

¶ 2 Angel Nash sued her employer Uhlich Children's Advantage Network (UCAN) alleging UCAN fired her in retaliation for reporting a client's accusation that funds UCAN held for the client had been stolen. UCAN maintains Nash failed to keep and maintain adequate records, including falsifying records, and began taking disciplinary actions either shortly before or shortly after Nash learned of the client's accusation. The trial court granted UCAN's motion for

summary judgment, finding Nash acted as a mere conduit for her client's claim and UCAN presented a valid non-pretextual reason for Nash's firing.

¶ 3 We affirm. Nash merely acted as a scrivener and never relayed to UCAN that she believed the client funds were stolen. Therefore there is no genuine issue of material fact because Nash failed to report an alleged crime.

¶ 4 **BACKGROUND**

¶ 5 UCAN contracts with the Illinois Department of Children and Family Services to provide services for wards of the State. One of UCAN's services involves managing state-provided funds that are distributed to foster children. UCAN either: (i) distributes the funds directly to a client or; (ii) should a client not be present to receive the funds, deposits the funds in a savings or trust account. When emancipated, the foster child receives the balance of an account.

¶ 6 Nash was hired by UCAN in 2005 as an Emancipation Specialist and worked with clients who were soon to become emancipated. In August or September 2011, Nash's client, Charlene Young, approached Nash about funds missing from her UCAN account. Young told Nash that she reported the shortage to multiple people at UCAN, but had not received any assistance. Nash asked management if it would be acceptable to help Young with a grievance (UCAN had a formal grievance procedure). Nash received permission and with Young, and using only Young's words, Nash prepared a grievance in October 2011. In the grievance, Young stated "UCAN staff isn't putting the correct amount in my savings and they think I am dumb. Somebody at UCAN is stealing my money." Though other clients had complained about shortages in their UCAN accounts, only Young had filed a grievance.

¶ 7 After filing the grievance, Nash followed up with management. But, Nash never informed anyone at UCAN that she believed Young's funds were stolen. For months, the

grievance was not satisfactorily addressed to either Nash's or Young's satisfaction. In one instance, management told Nash to "stop sending emails about this grievance." Later, Nash relayed a message from Young stating that she wanted to meet with someone at UCAN about her grievance, though there is disagreement among the parties as to whether her grievance was the purpose of a meeting arranged for early January 2012. Shortly before the scheduled meeting was to take place, \$400 was deposited into Young's account and UCAN considered the grievance resolved.

¶ 8 During this time, management approached Nash about her job performance. In September 2011, Nash received a verbal warning for failing to satisfactorily complete paperwork and keep her supervisor informed of her location. Later in December, Nash received a final warning about performance problems including an issue involving Nash saying she had met with clients when she hadn't. In January 2012, UCAN fired Nash on the grounds that she falsified records relating to client meetings at a Thanksgiving party and was already on her "third strike."

¶ 9 Nash filed this lawsuit claiming that her discharge was in retaliation for filing the grievance about possible stolen funds. UCAN moved for and the trial court granted summary judgment. The trial court held that Nash relayed, rather than directly made, Young's allegations and UCAN had a non-retaliatory reason for firing her.

¶ 10 STANDARD OF REVIEW

¶ 11 We review a grant of summary judgment de novo. *Geary v. Telular Corp.*, 341 Ill. App. 3d 694, 697 (2003). Summary judgment should be granted when the pleadings, depositions, and affidavits demonstrate that no genuine issue of material fact exists and that the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c) (West 2012). A defendant is

entitled to summary judgment if a plaintiff fails to establish each element for a cause of action. *Williams v. Manchester*, 228 Ill. 2d 404, 417 (2008).

¶ 12

## ANALYSIS

¶ 13

Nash alleges that UCAN fired her in retaliation for protected activities. In general, an at-will employee may be discharged for any reason or no reason at all. *Turner v. Memorial Medical Center*, 233 Ill. 2d 494, 500 (2009). But an employer may not discharge an at-will employee in retaliation for recognized protected activities that violate clearly mandated public policy. *Kelsay v. Motorola, Inc.*, 74 Ill. 2d 172, 190 (1978). To establish a cause of action for retaliatory discharge, Nash must establish: (1) discharge; (2) in retaliation for her activities; which (3) violate a clear mandate of public policy. *Turner*, 233 Ill. 2d at 500.

¶ 14

Illinois courts recognize two narrow exceptions in retaliatory discharge cases: (1) an employee making or planning to make a claim under the Worker's Compensation Act (*Kelsay*, 74 Ill. 2d at 190); or (2) an employee reporting alleged illegal or improper conduct ("citizen crime fighter" type). *Palmateer v. International Harvester Co.*, 85 Ill. 2d 124, 127 (1981). A "citizen crime fighter" type of retaliatory discharge claim protects whistle-blowers who establish that: (i) statutes, constitutional provisions, or judicial decisions clearly mandate a public policy in favor of the reporting of crime; and (ii) have a good-faith belief that prohibits the conduct in question. *Stebbing v. University of Chicago*, 312 Ill. App. 3d 360, 370-71 (2000). "The foundation of the tort of retaliatory discharge lies in the protection of public policy, and there is a clear public policy favoring investigation and prosecution of criminal offenses." *Palmateer*, 85 Ill. 2d at 127.

¶ 15

Accordingly, for Nash to be protected by the retaliatory discharge doctrine, she must report a crime or violation of public policy. But Nash never herself reported a crime of theft or

violation of public policy to anyone at UCAN or outside the agency. Nash assisted Young and used Young's words in preparing Young's grievance. Nash also never alleged any crime had occurred when following up with management regarding the Young's missing funds. Accordingly, Nash did not assume the role of a "citizen crime-fighter," and she is without any protection from this narrow exception for at-will employment.

¶ 16 Finally, because Nash failed to report a crime, she has failed to establish a prima facie case of retaliatory discharge. Therefore we need not determine whether UCAN fired Nash for a legitimate non-discriminatory reason.

¶ 17 Affirmed.