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Mariyana T. Spyropoulos

CIRCUIT CLERK

COOK COUNTY, IL

2025L050439

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Pro Se Complaint for Administrative Review

(12/01/24) CCL 0093 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Ryne Vitug

Plaintiff

v.

ILLINOIS DEPARTMENT OF
EMPLOYMENT SECURITY, an administrative
agency of the State of Illinois; DIRECTOR
OF THE ILLINOIS DEPARTMENT OF
EMPLOYMENT SECURITY; BOARD OF
REVIEW, an administrative agency of the State
of Illinois; and

Zurich American Insurance Company, employer

Defendant

2025L050439

Case No. _____

COMPLAINT FOR ADMINISTRATIVE REVIEW

Now comes the Plaintiff Ryne Vitug pursuant to Chapter 735 ILCS 5/3-101 through 735 ILCS 5/3-112 inclusive and complains of the Defendants, ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY: DIRECTOR OF THE ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY; BOARD OF REVIEW, administrative agencies of the State of Illinois:

Zurich American Insurance _____ (employer) and alleges as follows:

1. Plaintiff resides in Cook County, Illinois.
2. On 6/12/25, a final administrative decision was rendered by the Department of Employment Security; Board of Review, affecting the rights of the Plaintiff.
3. The Plaintiff desires a judicial review of said decision, a copy of which is attached hereto as Exhibit No. 1, because said decision is not in accordance with the law.
4. Zurich American Insurance _____ (employer) was a party of record in the administrative proceedings sought to be reviewed in the action.
5. Department of Employment Security; Board of Review is hereby requested to file an answer consisting of the record of proceedings had before the said administrative agency.

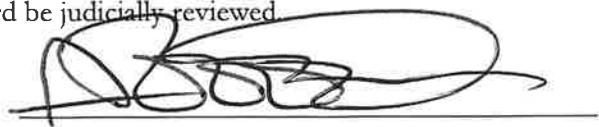
Mariyana T. Spyropoulos, Clerk of the Circuit Court of Cook County, Illinois

cookcountyclerkofcourt.org

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6. The Plaintiff has exhausted all available administrative remedies under the Act and has no further plain, speedy and adequate remedy in the ordinary course of the law.

WHEREFORE, the Plaintiff prays that said record be judicially reviewed.



Atty. No.: 36443

Pro Se 99500

Name: Adam Goodman/ Goodman Tovrov

Atty. for (if applicable): Hardy & Johnson LLC

Ryne Vitug

Address: 105 W. Madison St., Ste. 2300

City: Chicago

State: IL Zip: 60602

Telephone: (312) 238-9592

Primary Email: agoodman@goodtov.com

Illinois Department of Employment Security
 Board of Review
 115 S. LaSalle St.
 19th Floor
 Chicago, IL 60603
 Phone: (312) 793-5176 • TTY: (800) 244-5631
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ADAM GOODMAN
 105 W MADISON ST 23RD FLOOR
 CHICAGO, IL 60602-4647

Date Mailed: 06/12/2025
 Claimant ID: 9274191
 Docket Number: 2501921
 Appeal Filed Date: 02/26/2025

Board of Review Decision

(Este es un documento importante. Si usted necesita un intérprete, póngase en contacto con el Centro de Servicio al Reclamante al (800) 244-5631.)

Claimant Appellant

RYNE J. VITUG
 1601 EDINBURGH DR
 BARTLETT, IL 60103-2328

Employer

ZURICH AMERICAN INSURANCE COMPANY ZURICH
 AMERICAN INSURANCE COMPANY
 c/o EQUIFAX DBA TALX UCM SERVICES INC

Employer's Agent
 C/O EQUIFAX DBA TALX UCM SERVICES I
 PO BOX 283
 SAINT LOUIS, MO 63166-0283

Type of Appeal: Misconduct



This is an appeal by the claimant from a Referee's decision dated February 4, 2025, which affirmed the claims adjudicator's determination and held that pursuant to 820 ILCS 405/602A, the claimant is not eligible for benefits from December 8, 2024. The employer is a party to these proceedings.

We have reviewed the record of the evidence in this matter, including the digital recording as well as the transcript of the testimony submitted at the hearing conducted by telephone on February 3, 2025, at which the claimant and employer appeared and testified. We have considered written arguments by the claimant in connection with this appeal. The record adequately sets forth the evidence so that no further evidentiary proceedings are deemed necessary.

The claimant worked for an insurance company in their corporate law department from January 16, 2023, through December 9, 2024. Throughout the entire term of his employment, he engaged in a side business that included the sale of event tickets. Some of his customers were coworkers. The employer received four complaints on the employer's ethics hotline, alleging the claimant engaged in unethical conduct by selling tickets, not producing the tickets, and not giving refunds. He was discharged because he was not forthcoming regarding the extent of this business or use of company systems to communicate about the purchase, status and regarding refunds (Claimants Termination Notice dated 12/9/2024) The business consisted of selling airline tickets, travel packages, and tickets to events, including concerts and sporting events.

The claimant violated the following policies: The Group Code of Conduct, (TR 27:17) Expectations of Behavior in the Workplace. (TR 28:14) He violated bullet points 2,3,4,6,7 and 8. (TR 28:18-20) "At all times you are responsible for acting in the best interests of Zurich, adhering with generally acceptable standards of business behavior, using professional judgment, being aware of and abiding by existing Zurich policies and practices, treating others with dignity and respect." (TR 30:10-14) He also violated the employer's Acceptable Use Policy. (TR 29:20) "Email users must use the email and email systems for the benefit of the company and are prohibited from using email in a manner which will harm or otherwise damage the reputation or financial position of the company." (TR 30:19-22) He violated the Data Protection Privacy Policy. "Do not send Zurich business information to your personal email account or to a personal email account that is not associated with a Zurich customer, insured supplier or other third-party business partner." (TR 31:16-19) On an annual basis, the claimant signed an acknowledgement of the data policy. "I acknowledge that I may not send Zurich business information to my personal email account or to a personal email account that is not associated with a Zurich customer, insured vendor or other third-party business partner." (TR 31:22-25) The claimant also violated his employer's Code of Conduct. "While the code cannot address all situations we may face, together with our purpose and values, it provides us with a



north star that guides us in ensuring everything we do is held to the highest ethical, legal and professional standards "...We care, acting within integrity." The last statement on that page is: "This is why in all of our decisions, we are guided not only by applicable laws and regulations and internal guidelines, but also what is the right thing to do." (TR 32:12-19) "Zurich does not tolerate harassment, discrimination or bullying in the workplace." (TR 33:10-11)

The employer's investigation began on or about November 1, 2024, and ended December 7, 2024. (TR 11:3-4) During the course of two to three phone conversations with the employer's Assistant Vice President and Practice Lead of Employee Relations, the claimant was not honest. (TR 11:6-7) The employer became aware through text messages and communications with individuals written by the claimant, that he stated that he worked for Zurich North America, as an attorney for the employer. Also, he was not forthcoming when he was questioned about the reports that were received on the employer's ethics and compliance line. (TR 11:11-15) From November 8, 2024, through November 11, 2024, (TR 12:26-13:2), the claimant contacted one individual who worked for Zurich to inquire about their complaint. When the individual told the claimant he did not make a complaint, the claimant indicated that it must have been his wife. The claimant also told the individual, in writing (TR 13:8) on November 11, 2024, that he expected the complaint to be withdrawn from the ethics line after final payment. (TR 11:24-25, 13:3) The claimant's business was not associated with his employment with the employer. (TR 13:9-12) The discussion about the wife's use of the employer's ethics line was personal in nature. However, the wife used the employer's ethics line to report her complaint. (TR 13: 13-21) She was calling about concert tickets. (TR 14:16) The employer confirmed this customer of the claimant did receive a refund. (TR 34:20)

In all, the employer received four complaints on their ethics line. (TR 15:5-7) The claimant was selling tickets to sporting events, airline and hotel travel tickets. (TR 15:9-10) The claimant's activities in selling these tickets, conducting his business, did not violate any rules, policies or procedures. (TR 15:2-19) However, the claimant violated their rules by using company equipment and conducting this business on company time during normal business hours. (TR 15:20-16:3) He violated the Code of Conduct by attempting to interfere with the use of the employer's ethics line. During the investigation in late November to December 7, 2024, the employer did speak with the claimant two to three times about conducting his business on company time. The claimant denied he used company time and systems to sell tickets. (TR 16:4-14) The claimant did use the company's Microsoft Teams and Outlook programs. (TR 16:27) The claimant told the investigator that he did not use the company's Outlook emails. (TR 17:7) However, the employer found about a dozen emails. (TR 17:12) When informed about the discovered emails, the claimant had no answer. The employer did not submit any of these emails into evidence because it did not think it was needed. (TR 17:13-15) The employer did not show the claimant any of these emails. (TR 17:20-21) The emails began at the end of 2023 through 2024. (TR 17:22-24) The majority of the emails were sent during work time. However, the employer was not sure how many emails were sent outside of work time. (TR 18:1-3) The employer did not have any reason to believe that the claimant sold or attempted to resell tickets that he got from the employer. (TR 18:11-13)

The last two complaints involved the claimant's attempt to get the complaints withdrawn when refunds were provided. (TR 24:8) The claimant denied this during the employer's investigation. (TR 24:18) However, during his cross examination during the Referee hearing, the claimant admitted he could have attempted to get the two customers to retract their complaints if a refund was made.

820 ILCS 405/602A provides that an individual shall be ineligible for benefits for the weeks in which he has been discharged for misconduct connected with his work and, thereafter, until he has become re-employed and has had earnings equal to or in excess of his current weekly benefit amount in each of four calendar weeks. The term "misconduct" means the deliberate and willful violation of a reasonable rule or policy of the employing unit, governing the individual's behavior in performance of his work, provided such violation has harmed the employing unit or other employees or has been repeated by the individual despite a warning or other explicit instruction from the employing unit. The previous definition notwithstanding, "misconduct" shall include any of the following work-related circumstances: 1. Falsification of an employment application, or any other documentation provided to the employer, to obtain employment through subterfuge. 2. Failure to maintain licenses, registrations, and certifications reasonably required by the employer, or those that the individual is required to possess by law, to perform his or her regular job duties, unless the failure is not within the control of the individual. 3. Knowing, repeated violation of the attendance policies of the employer that are in compliance with State and federal law following a written warning for an attendance violation, unless the individual can demonstrate that he or she has made a reasonable effort to remedy the reason or reasons for the violations or that the reason or reasons for the violations were out of the individual's control. Attendance policies of the employer shall be reasonable and provided to the individual in writing, electronically, or via posting in the workplace. 4. Damaging the employer's property through conduct that is grossly negligent. 5. Refusal to obey an employer's reasonable and lawful instruction, unless the refusal is due to the lack of ability, skills, or training for the individual required to obey the instruction or the instruction would result in an unsafe act. 6. Consuming alcohol or illegal or non-prescribed prescription drugs, or using an impairing substance in an off-label manner, on the employer's premises during working hours in violation of the employer's policies. 7. Reporting to work under the influence of alcohol, illegal or non-prescribed prescription drugs, or an impairing substance used in an off-label manner in violation of the employer's policies, unless the individual is compelled to report to work by the employer outside of scheduled and on-call working hours and informs the employer that he or she is under the influence of alcohol, illegal or non-prescribed prescription drugs, or an impairing substance used in an off-label manner in violation of the employer's policies. 8. Grossly negligent conduct endangering the safety of the individual or co-workers. For purposes of paragraphs 4 and 8, conduct is "grossly negligent" when the individual is, or reasonably should be, aware of a substantial risk that the conduct will result in the harm sought to be prevented and the conduct constitutes a substantial deviation from the standard of care a reasonable person would exercise in the situation. Nothing in paragraph 6 or 7 prohibits the lawful use of

over-the-counter drug products as defined in Section 206 of the Illinois Controlled Substances Act, provided that the medication does not affect the safe performance of the employee's work duties.

The employer did submit copies of their rules. They did not produce emails between the claimant and the claimant's customers. It was evident from the employer's testimony that she was reading from these emails. The employer's failure to produce copies of emails in its possession reduce her reading of the texts as hearsay. While the employer's testimony was largely hearsay it can still be considered in these proceedings and given the weight it deserves. The claimant's testimony supported the employer's claims. The claimant admitted he did work on his business while in the office. He did admit using the employer's equipment. The claimant did admit he used his employer's emails for his personal business. His defense was that he resolved the first two complaints. At the time of the employer's investigation, he had failed to resolve the last two complaints. The claimant did not deny he asked at least one complainant to withdraw their complaint if a full refund was made. This attempt was the main reason why the employer discharged him. The integrity of the use of their ethics line was compromised. The claimant's continued failure to honor his customer's purchases by providing tickets or refunds did cause ill repute on his employer in that he sent messages using his employer's email showing that someone who would engage in such conduct was associated with the employer.

The claimant's continued, repeated conduct over the entire course of his employment shows that these practices were willful and deliberate. He chose to repeat them. One instance would not show intent, but four over an extended period of time clearly show deliberate action by the claimant.

The record does not show any previous warnings. However, the claimant's conduct did harm the employer's reputation. The employer is an insurance company which pays claims from time to time when its customers file claims with them. Employing a person who would dishonor his sales contracts does not lend confidence in the employer's business because the employer who would employ such an individual loses its credibility. This loss of confidence has the potential of harming the employer's business due to the loss of future customers due to the loss of trust by potential customers that their claims would be honored.

"Potential financial loss caused by the conduct of an employee is harmful to an employer." **See Digest of Adjudicator Precedents citing Bandemer v. IDES, 562 N.E.2d 6 (1990)**

We find the claimant was discharged for misconduct connected with work as his continued actions were deliberate and willful and these actions harmed his employer's reputation.

The claimant's attorney argued that the claimant's actions were not connected with his work lack merit. The claimant did not conduct his business entirely on his own time using his personal equipment and emails. He operated his business while he was at work in his employer's office. His response using his company emails contained his official title and the company name. This is the connection which had the potential of harming the employer's reputation.

Pursuant to 820 ILCS 405/602A, the claimant is not eligible for benefits from 12/08/2024.

The decision of the Referee is AFFIRMED.

(Este es un aviso importante respecto a sus derechos a repasar por los cortes. Si no entiende, busque un intérprete.)

Notice of rights for further review by the courts:

If this is a final decision, and not a remand, you can appeal if you are aggrieved by the decision. If you want to appeal, you must file a complaint for administrative review and have summons issued in circuit court within 35 days from the mailing date, 06/12/2025.

You may only file your complaint in the circuit court of the county in which you reside or in which your principal place of business is located. If you neither reside nor have a place of business within Illinois, then you must file your complaint in the Circuit Court of Cook County.

Legal references:

Illinois Unemployment Insurance Act, 820 Illinois Compiled Statutes 405/1100
Administrative Review Law, 735 Illinois Compiled Statutes 5/3-101 et seq.

TO: RYNE J. VITUG, Claimant
TO: C/O EQUIFAX DBA TALX UCM SERVICES I, Employer Agent

CC: ZURICH AMERICAN INSURANCE COMPANY c/o EQUIFAX DBA TALX UCM SERVICES INC , Employer
CC: ADAM GOODMAN, Attorney Party:Claimant

Board of Review

Docket Number: 2501921



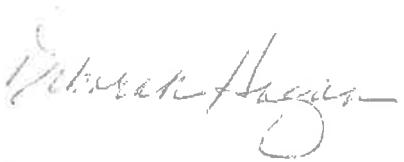
Brittany Kimble, Chair



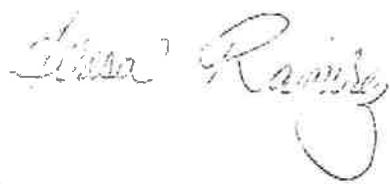
Lamarcus Williams, Board Member



Anthony Beach, Board Member



Deborah Hagan, Board Member



Teresa Ramirez, Board Member

Date and Mailed on 06/12/2025 at Chicago, Illinois