

**NONPRECEDENTIAL DISPOSITION**

To be cited only in accordance with FED. R. APP. P. 32.1

**United States Court of Appeals**

**For the Seventh Circuit  
Chicago, Illinois 60604**

Argued March 3, 2026  
Decided March 13, 2026

*Before*

DORIS L. PRYOR, *Circuit Judge*

JOSHUA P. KOLAR, *Circuit Judge*

NANCY L. MALDONADO, *Circuit Judge*

No. 25-2198

GEORGE REUSCH, JR.,  
*Plaintiff-Appellant,*

*v.*

THE HERTZ CORPORATION,  
*Defendant-Appellee.*

Appeal from the United States District  
Court for the Northern District of  
Illinois, Eastern Division.

No. 23-cv-5490

Martha M. Pacold,  
*Judge.*

**ORDER**

George Reusch, Jr. alleges that his former employer, The Hertz Corporation, retaliated against him by firing him after he reported a coworker's forgery of customer documents. The parties do not dispute that Reusch engaged in protected activity and was subsequently fired. The sole issue on appeal is causation—whether Reusch presented sufficient evidence from which a reasonable jury could conclude that his termination was motivated by retaliation. The district court concluded that Reusch did

not present such evidence and granted summary judgment in Hertz's favor. But because, in our view, the court overlooked genuine disputes of material fact, and because those disputes bear directly on the question of retaliatory motive, we vacate the judgment and remand for further proceedings.

## **Background**

### **I. Hertz's Policies For New Employees**

This case arises against a backdrop of competing interpretations of the workplace policies governing Reusch's brief tenure at Hertz. The parties dispute which policies applied to Reusch as a newly hired employee at the time of his termination. Hertz maintains that all new employees are subject to a probationary period of 90 days, during which new employees are expected to demonstrate reliability, professionalism, and a strong work ethic, including punctuality and consistent attendance. According to Hertz, failure to meet these expectations could result in termination. Hertz further contends that its attendance procedures, disciplinary rules related to absenteeism, and bereavement leave policy do not apply during the probationary period.

Reusch disputes Hertz's characterization of the governing policies. He asserts that his offer letter did not explicitly refer to a probationary period, so it did not apply to him. He further observes that the probationary policy and the employee handbook do not specify whether the attendance and bereavement leave policies apply to new employees, and that Hertz's deponent admitted those policies "could have" applied to Reusch. Reusch also asserts that, regardless of whether the policies formally applied, they were applied to him in practice.

### **II. Reusch's Employment History**

On April 12, 2022, Reusch began working at Hertz as a finance and insurance manager at its Schaumburg, Illinois, location. During his time at the Schaumburg office, Reusch missed two or three days of work to attend a friend's funeral. And on June 30, Reusch left his shift early because he was not feeling well. After approximately three months at the Schaumburg location, on July 5, Reusch was transferred to Hertz's Des Plaines, Illinois, location. In the transfer paperwork, his supervisor stated that there were no circumstances, based on Reusch's performance or behavior, that would indicate he would not be successful at the Des Plaines location.

Shortly after his transfer, Reusch discovered that employees at the Des Plaines location had forged documents. On July 12, Reusch reported the forgery to Andrew Schutte, who was one of his managers. Hertz initiated an investigation, confirmed the misconduct, and fired the employees responsible for the forgery.

After reporting the forgery, Reusch took two or three days of bereavement leave from July 14 through July 16 because of the death of his half-sister's father. The parties dispute whether this bereavement leave was approved by Reusch's supervisors. On July 18, Schutte learned that Reusch would not report to work because he had been exposed to COVID-19 and needed to be tested.

Around lunchtime that day, and six days after Reusch reported the forgery, Schutte recommended to a representative of Human Resources that Reusch be fired for multiple reasons related to his performance. Schutte cited five primary grounds: (1) that Reusch left work early on one occasion; (2) that Reusch was absent for two to three days at the Schaumburg location because of the death of a friend; (3) that Reusch was absent from July 14 through July 16 for another funeral; (4) that, as of that morning, Reusch "might" have COVID-19; and (5) issues relating to missing documents and customer service. In the same email, Schutte acknowledged that Reusch was the employee who reported the forged documents to management but characterized that report as unrelated to the firing recommendation. Hertz issued a termination letter on August 1 citing excessive absenteeism, unsatisfactory performance, and customer service concerns. The termination letter made no reference to missing documents.

### **III. Procedural History**

Reusch sued Hertz in Illinois state court, alleging retaliatory discharge under Illinois law for reporting the forgery. Hertz removed the case to federal court, and then moved for summary judgment, arguing that Reusch was fired for legitimate, non-retaliatory reasons.

The district court granted Hertz's motion in an oral ruling, concluding that Reusch failed to present evidence supporting a reasonable inference of retaliatory motive. The court ruled that the six-day gap between Reusch's protected activity and his firing was insufficient, by itself, to support an inference of retaliation and that Reusch's intervening absences further severed any inference of retaliatory motive. The court also explained that any inference of retaliation was further undermined by the firing of the employees who committed the forgery reported by Reusch and by Reusch's excessive absenteeism. Finally, the court concluded that the lack of documentation for

some absences and evidence of satisfactory performance a month earlier did not create a dispute of material fact.

### Analysis

Reusch appeals. We review a grant of summary judgment de novo, viewing all evidence in the light most favorable to the non-moving party and drawing all reasonable inferences in his favor. *Ellison v. U.S. Postal Serv.*, 84 F.4th 750, 755 (7th Cir. 2023). At this stage, we do not weigh evidence, resolve credibility disputes, or choose between competing factual narratives. *Johnson v. Edwards*, 164 F.4th 1074, 1079 (7th Cir. 2026).

To defeat summary judgment on his claim for retaliatory discharge under Illinois law, Reusch must present affirmative evidence from which a reasonable jury could conclude that his report of the alleged forgery caused his discharge; absent evidence that the discharge was motivated by the complaint or that the employer's stated reason was pretextual, the claim cannot proceed past summary judgment. *Reid v. Neighborhood Assistance Corp. of Am.*, 749 F.3d 581, 587 (7th Cir. 2014); *Clemons v. Mech. Devices Co.*, 704 N.E.2d 403, 406 (Ill. 1998). Illinois courts do not apply a burden-shifting framework to such a claim, so Reusch alone bears the burden of establishing causation. *See Gacek v. American Airlines, Inc.*, 614 F.3d 298, 300 (7th Cir. 2010); *Clemons*, 704 N.E.2d at 407–08. We review the record as a whole to determine whether a reasonable jury could infer a retaliatory motive. *Reid*, 749 F.3d at 587. Viewing the entire record under that standard, we conclude that genuine disputes of material fact require reversal.

We begin with Reusch's arguments regarding pretext. Although Illinois does not require Hertz to proffer reasons for Reusch's termination, *see id.* at 589, Hertz asserts that he was fired for excessive absenteeism and performance deficiencies. To require a trial, Reusch must present evidence that disputes a material fact as to whether that reason was a "dishonest explanation, [or] a lie rather than an oddity or an error." *Kidwell v. Eisenhower*, 679 F.3d 957, 969 (7th Cir. 2012) (quoting *Kulumani v. Blue Cross Blue Shield Ass'n*, 224 F.3d 681, 685 (7th Cir. 2000)). The question is not whether Hertz's decision was wise or fair, but whether a reasonable jury could find that its stated reasons were not its true reasons. *Reid*, 749 F.3d at 590 (applied in Illinois's retaliatory discharge claim).

Reusch first identifies a predicate factual dispute the district court overlooked that bears on the pretext analysis—that is, whether Hertz's attendance and leave policies applied to him at the time he was fired. Reusch contends that the probationary

period was ambiguous as to whether Hertz's standard attendance procedures and requirements governed new employees. As a result, when he was absent from July 14 to July 16, the company's bereavement leave policy and progressive disciplinary procedures for absenteeism may have applied to him. If those protections did apply, Reusch argues, Hertz's failure to follow them could support an inference of pretext, because the company would not have been able to fire him for absenteeism without first complying with its own disciplinary process. *See Hobgood v. Illinois Gaming Board*, 731 F.3d 635, 645 (7th Cir. 2013) (systematic deviations from established policies may be probative of unlawful intent). He also attests that his supervisors approved the absences at issue, further undermining Hertz's explanation.

Viewed in the light most favorable to Reusch, the record presents a genuine dispute over whether the probationary period applied to Reusch at the time of his termination. Setting aside whether the relevant policies applied to probationary employees, the record indicates that Reusch may not have been a probationary employee in the events leading up to his termination. He began work on April 12. A reasonable jury could find that his probationary period ended 90 days later, on July 11, which is three days before the absences Hertz relied on to support his termination.\* If so, he would have been entitled to bereavement leave and to progressive discipline for attendance or performance issues. A jury could then infer a retaliatory motive from Hertz's unexplained departure from its policies. *See Hobgood*, 731 F.3d at 645. A jury could also conclude that Hertz invoked Reusch's probationary status to bypass its ordinary disciplinary process and to swiftly fire Reusch after his protected activity. Reusch raises the common-sense question—why he would be fired for absenteeism based on absences his supervisors allegedly approved. Indeed, when reviewing employment decisions, “we need not abandon good reason and common sense in assessing an employer's actions ... [and] we have stated that a ‘determination of whether a belief is honest is often conflated with analysis of reasonableness.’” *See Gordon v. United Airlines, Inc.*, 246 F.3d 878, 889 (7th Cir. 2001) (quoting *Flores v. Preferred Technical Grp.*, 182 F.3d 512, 516 (7th Cir. 1999)). Hertz may deny any such approval, but at summary judgment—and without evidence in the record that the

---

\* At oral argument, Hertz asserted for the first time that the probationary period lasts 90 *business* days from the date a new employee begins work. On that theory, Reusch's probationary period would have extended beyond his August 1 termination. Because Hertz identifies no evidence in the record supporting that assertion, and Hertz did not argue this before the district court, we therefore do not consider it. *See Satanic Temple, Inc. v. Rokita*, 163 F.4th 1061, 1071 (7th Cir. 2026).

absences were not approved—we cannot resolve that factual dispute in Hertz’s favor. *See Reid*, 749 F.3d at 586.

Reusch also challenges Hertz’s performance-related justifications for his termination as inconsistent with the contemporaneous record. He notes that transfer paperwork dated July 5 reflected no performance concerns, yet two weeks later, Hertz asserted multiple performance deficiencies when recommending his termination. He further points to discrepancies concerning the reasons for his termination between the internal email recommending discharge, the termination letter, and his managers’ later affidavits. In his view, these inconsistencies reveal shifting, post hoc rationales. Although elaboration on a termination decision does not, by itself, establish pretext, *see Sweet v. Town of Bargsville*, 18 F.4th 273, 280 (7th Cir. 2021), materially inconsistent explanations can support an inference that the employer is searching for a justification rather than recounting its genuine, contemporaneous reasoning, *see Hitchcock v. Angel Corps, Inc.*, 718 F.3d 733, 738 (7th Cir. 2013). We therefore agree with Reusch that a jury could infer from the abrupt shifts in Hertz’s assessment of his performance and its inconsistent explanations for his discharge that Hertz’s stated reasons were pretextual.

Reusch also argues that because he was fired six days after he reported the forgery, the temporal proximity between his protected activity and the adverse employment action supports an inference of retaliatory motive. Although “suspicious timing will rarely be sufficient in and of itself to create a triable issue,” timing may be probative of causation when protected activity and an adverse action occur very close in time. *Kidwell*, 679 F.3d at 966; *see also Reid*, 749 F.3d at 588. There is no fixed rule for when an adverse action falls “close on the heels” of protected activity; the inquiry “depends on context,” but courts recognize that a gap of only a few days can support an inference of retaliation. *Kidwell*, 679 F.3d at 966 (quoting *Loudermilk v. Best Pallet Co.*, 636 F.3d 312, 315 (7th Cir. 2002)). By contrast, a suspicious-timing argument carries less force when a “significant intervening event” separates the protected activity from the adverse action. *Id.* at 967.

Here, the district court concluded that Reusch’s absences after reporting the forgery were intervening events that broke the causal chain. But that conclusion rests on a factual determination that, without affirmative evidence in the record, cannot be made at summary judgment. If a jury credits Reusch’s account that these absences were approved under Hertz’s bereavement policy, those absences would constitute authorized leave rather than misconduct. At this stage, we must accept Reusch’s version of events and draw all reasonable inferences in his favor. A reasonable jury

could therefore find that the absences were not a cognizable intervening event between his report and discharge.

In the absence of a significant intervening event, a jury could decide that his discharge was sufficiently “close on the heels” of his report such that an inference of retaliatory motive was warranted. *See, e.g., Loudermilk v. Best Pallet Co.*, 636 F.3d 312, 314–15 (7th Cir. 2011) (timing of termination, which immediately followed a complaint, was sufficiently close that a reasonable jury could infer retaliatory motive); *Casna v. City of Loves Park*, 574 F.3d 420, 427 (7th Cir. 2009) (same, with a one-day gap); *McClendon v. Ind. Sugars, Inc.*, 108 F.3d 789, 797 (7th Cir. 1997) (one-week gap was sufficiently close); *Kasten v. Saint-Gobain Performance Plastics Corp.*, 703 F.3d 966 (7th Cir. 2012) (same, with a two-and-a-half day gap).

Considering the evidence cumulatively—as we must at summary judgment—a reasonable jury could find that Reusch’s probationary period had ended before the July absences and his termination; that contemporaneous documentation reflected satisfactory performance shortly before discharge, undermining Hertz’s post hoc performance concerns; and that the alleged intervening absences were approved and therefore did not constitute misconduct severing the causal chain. Thus, a reasonable jury could conclude that Hertz’s termination of Reusch was retaliatory.

Because resolving these genuine disputes of material fact requires credibility determinations and factfinding, summary judgment was improper. Accordingly, the judgment is VACATED, and the case is REMANDED for further proceedings.