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**IN THE CIRCUIT COURT OF COOK COUNTY  
COUNTY DEPARTMENT, LAW DIVISION**

**MILDRED CRESPO,**

Plaintiff,

v.

**ROSITA LOPEZ,**

Defendant.

**No.**

**COMPLAINT**

Plaintiff Mildred Crespo (“Plaintiff” or “Mildred”), by her attorney, Thomas D. Rosenwein of Rosenwein Law Group, and for her Complaint against Rosita Lopez ("Defendant" or "Lopez"), states as follows.

**INTRODUCTION**

1. By this action, Plaintiff seeks remedy for Defendant’s interference with Plaintiff’s prospective economic advantage, interference with her contract and for defamation, which actions by Defendant resulted in Plaintiff’s loss of employment opportunities and injury to reputation. As more fully described below, Plaintiff seeks compensation for the injuries she has suffered.

**PARTIES**

1. Mildred is a resident of Cook County. She has a Bachelor of Science in Finance and Master of Business Administration from Northeastern Illinois University (“NEIU”). She has spent her career working in and on behalf of educational institutions, including City Colleges of Chicago. For the last eighteen years, she has been employed at her alma mater, NEIU, in which capacity she received the Employee Excellence Award in 2021. As more fully discussed below,

in November 2024 she was named Interim Director of NEIU's El Centro campus, one of four campuses at NEIU, which appointment was terminated prior to its term due to the actions of Defendant as set forth below.

2. Defendant is a resident of Cook County. She is a Professor Emerita at a different institution from NEIU (Northern Illinois University), and Chair of the NEIU El Centro Advisory Council, a community-based consultative body with no legal power or authority to make decisions affecting NEIU governance.

### **FACTS COMMON TO ALL COUNTS**

3. While employed at NEIU, Mildred has held several positions, each time advancing to more senior positions. Effective September 2014, she was appointed Coordinator at the El Centro campus, a position that is second in command to the Director of El Centro.

4. In October 2024, the then Director of the El Centro campus at NEIU abruptly announced she was resigning.

5. NEIU's provost then asked Mildred to assume the duties of Director on an interim basis. Those duties involve the overseeing of all academic, financial and programmatic operations of El Centro, all in the service of the students, particularly Latino and first-generation students.

6. Agreeing to serve, she was then appointed Interim Director of El Centro, effective November 1, 2024 and ending June 30, 2025, with a permanent Director to be selected in an open national search. The appointment of Mildred to Interim Director was in the nature of a "try-out" for Mildred at a new and higher administrative level and an important step in her career, as she was informed she could be considered for the permanent Directorship when her Interim appointment was complete.

7. Approximately one month later, as part of a staff meeting led by Mildred on

December 5, 2024, there was a discussion of those who had contributed to El Centro on “Giving Tuesday,” which had occurred two days earlier. Mildred noted that neither the El Centro Advisory Council nor a community organization known as the Logan Square Neighborhood Association (“LSNA” or “Palenque LSNA”), some of whose members also serve on the El Centro Advisory Council, contributed at all to El Centro. Thereupon, the staff present informed Mildred about a concern with the large number of free rental hours that El Centro was providing to LSNA, and that the NEIU Provost had requested the prior El Centro Director to review the number of free rental hours afforded LSNA in the past.

8. As rental fees are an important source of revenue for El Centro (*e.g.*, Chicago Public Schools regularly paid for and rented space at El Centro for programs), following the December 5<sup>th</sup> staff meeting, Mildred reviewed the amount of free rentals received by LSNA and sent an email to LSNA the same day, asking that organization to consider the feasibility of compensating El Centro for space rentals given El Centro’s financial situation and the limitations on space for educational purposes at El Centro.

9. Approximately one month later, on January 3, 2025, Lopez sent an email to the Provost and Mildred, falsely stating that Mildred (in her email of 12/5/2024 to LSNA) had denied LSNA the opportunity to have space for meetings at El Centro.

10. On January 10, 2025, Lopez then telephoned Mildred, and for more than one hour berated her for sending the email to LSNA inquiring about paying for room rentals, claiming that “people’s feelings were hurt,” and admonishing her -- “don’t send emails!”

11. Thereafter, on January 20, 2025, in preparation for the March 4, 2025 meeting of the Advisory Council, Mildred sent the Council an email outlining El Centro’s activities and plans as her contributions to the Council agenda for the March meeting. Mildred noted the importance

of fundraising and rental fees as a source of financial stability and inquired as to who would be serving as the Council's secretary for the March meeting.

12. That same day, Lopez emailed Mildred, stating that Mildred's question about officers of the Council was "inappropriate," even though the Council has bylaws that provide for the appointment of officers, with the secretary as the officer who takes minutes and prepares the agenda for meetings.

13. On January 20, 2025, Lopez also sent an email to the Provost stating that Mildred is "hell bent" on alienating the Council, based on Mildred's inquiry as to the identity of the Council's officers. Lopez continued to send emails and initiated phone calls to the Provost criticizing Mildred, stating that her behavior is "unacceptable" and deriding Mildred's "professionalism" and "leadership."

14. In response to the Provost's January 23, 2025, request for information regarding the number of hours LSNA had rented space at El Centro, Mildred reviewed the records and informed the Provost the next day that LSNA had received over 700 free rental hours in the preceding six months despite the financial constraints affecting El Centro.

15. Angered that Mildred would dare to question the privileged position of LSNA and the Advisory Council at El Centro, Lopez expanded her campaign to oust Mildred from her position as Interim Director of El Centro, not only plying Mildred's supervisor (the Provost), with derogatory comments but making similar comments attacking Mildred's integrity as an employee to other influential NEIU employees, for example, sending multiple emails to Dr. Gabriel Cortez ("Cortez"), NEIU professor and Director of the ENLACE Leadership Institute, the mission of which is to increase opportunities for Latinx students to enter and complete college, particularly in training future teachers.

16. In particular, Lopez emailed Cortez in late January 2025 stating that Mildred “lacks the qualifications for the job” and “will not be offered the [permanent Director] position.” She also falsely wrote to Cortez that in the telephone call of January 10, 2025, Mildred’s “voice became loud and she became defensive ... I stayed calm but was shocked at her reaction,” and that “[s]he may complain to the provost that I’m sharing confidential information about her state of mind. Cuidado!”

17. Not content with defaming Mildred to the Provost and Cortez, Lopez at the same time contacted Mildred’s staff and encouraged them to complain about Mildred so that she would lose her Interim Position and ensure that Mildred would not be considered for the permanent or other comparable position. The staff complied with Lopez’ plan.

18. In early February 2025, the staff member whom Mildred selected to replace her as Interim Coordinator when Mildred was appointed Interim Director, sent emails to the Provost, Human Resources personnel, Lopez and Cortez, disparaging Mildred’s leadership of El Centro. He followed up the next day with Lopez to ensure that she had seen his email and sought her further advice. Lopez responded that she thought he should become the new Interim Director.

19. Three other staff members sent similar emails and complaints to HR and other NEIU employees, with copies addressed to the Provost, HR, Lopez and Cortez (but not to Mildred). The HR representative receiving these emails communicated with the Provost, expressing concern with “management issues” that are raised and stating, “I am not sure what motivated him [interim Coordinator] in his emails, to copy several employees with his concerns, but this struck me as fueling a pack mentality or groupthink.”

20. Lopez continued to write and hold private telephone calls with NEIU’s Provost, falsely claiming that Mildred had “abruptly cut relations with local community partner [LSNA] by

charging them to use space at El Centro,” repeatedly referencing El Centro staff complaints and claiming that Mildred had “cut-off” communications with the Advisory Council. Lopez demanded that Mildred stop communicating with the Advisory Council and urged the Provost to order Mildred to cease all communications with the Council.

21. As a result of Lopez’ campaign, on March 14, 2025, the Provost advised Mildred that NEIU was removing her as Interim Director effective immediately, reducing her salary as Interim Director to what she had been previously paid as Coordinator.

22. Mildred has not been asked to apply for the permanent Director position, and her further opportunities to advance at NEIU have been blocked due to the interference undertaken by Lopez. Indeed, Mildred has now been advised by NEIU’s HR department that Mildred’s best outcome is to leave NEIU altogether.

**COUNT I**  
**(INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE)**

23. Plaintiff restates and incorporates by reference paragraphs 4-23 as paragraph 24 of this Count I as if fully restated herein.

24. Mildred had a reasonable expectancy of becoming permanent Director of El Centro or comparable position within NEIU.

25. Lopez was aware of Mildred’s expectancy.

26. Lopez intentionally acted to induce NEIU to not offer Mildred the permanent position of El Centro Director or other leadership position at NEIU.

27. Lopez’s interference prevented Mildred’s expectancy from ripening into a valid business relationship, *i.e.*, the Director position or comparable leadership position at NEIU.

28. As a result of Lopez’s disruption of Mildred’s expectancy, Mildred has suffered damages.

**WHEREFORE,** Plaintiff Mildred Crespo demands compensatory damages in an amount in excess of Five Hundred Thousand dollars (\$500,000.00), and such other relief this Court may deem just and appropriate.

**COUNT II**  
**(INTERFERENCE WITH CONTRACTUAL RELATIONSHIP)**

29. Plaintiff restates and incorporates by reference paragraphs 4-23 as paragraph 30 of this Count II as if fully restated herein.

30. Mildred had a valid and enforceable contract as Interim Director of El Centro with NEIU, for the period November 1, 2024 and ending June 30, 2025.

31. Lopez was aware of the Interim Director contract between Mildred and NEIU.

32. Lopez intentionally induced NEIU to breach its contract with Mildred.

33. NEIU breached its contract with Mildred and removed her as Interim Director as a direct result of Lopez's conduct.

34. Lopez was not privileged to induce the breach of contract.

35. As a result of the breach of contract induced by Lopez Mildred has suffered damages, including reputational damage.

**WHEREFORE,** Plaintiff Mildred Crespo demands compensatory damages in an amount in excess of Five Hundred Thousand dollars (\$500,000.00), and such other relief this Court may deem just and appropriate.

**COUNT III**  
**(DEFAMATION)**

36. Plaintiff restates and incorporates by reference paragraphs 4-23 as paragraph 37 of this Count III as if fully restated herein.

37. Lopez's disparaging and false statements specifically identify Mildred and impute to her a lack of ability and prejudice her in her profession.

38. Such disparaging and false statements have harmed Mildred's reputation, both within NEIU and in the larger community.

39. Lopez acted with malice, or at least with reckless disregard for the truth, in making her disparaging and false statements about Mildred, with the intent of harming her reputation.

40. Lopez was not privileged to make such disparaging and false statements.

41. As a result of Lopez' disparaging and false statements, Mildred has suffered damages.

**WHEREFORE**, Plaintiff Mildred Crespo demands compensatory damages in an amount in excess of Five Hundred Thousand dollars (\$500,000.00), and such other relief this Court may deem just and appropriate.

**Mildred Crespo**

By:



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One of Her Attorneys

Dated: July 17, 2025

Thomas D. Rosenwein (#25630)  
**Rosenwein Law Group**  
105 West Madison Street, Suite 2300  
Chicago, Illinois 60602  
(312) 792-1957  
E-Mail: TRosenwein@rlawgrp.com