

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

MILDRED CRESPO,

Plaintiff,

v.

ROSITA LOPEZ,

Defendant.

Case No. 2025L009086

Calendar Y

Honorable John J. Tully, Jr.

**DEFENDANT ROSITA LOPEZ'S ANSWER AND
AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT**

Defendant Dr. Rosita Lopez (“Dr. Lopez”), by and through her undersigned counsel, Monica H. Khetarpal and Raseq Moizuddin of Jackson Lewis P.C., respectfully submits her Answer to Plaintiff’s Complaint (“Complaint”) and asserts her Affirmative Defenses.

INTRODUCTION

PARAGRAPH 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.

ANSWER: Dr. Lopez admits that Plaintiff seeks damages for her alleged interference with prospective economic advantage, interference with contract, and defamation claims as described in her Complaint. Dr. Lopez denies all of Plaintiff’s claims and denies that she is entitled to any relief.

PARTIES

PARAGRAPH 1 [sic]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.

ANSWER: **Dr. Lopez admits that Plaintiff is a resident of Cook County, NEIU appointed her as El Centro’s Interim Director in November 2024, and Plaintiff received the Employee Excellence Award in 2021. Dr. Lopez denies that any of her actions caused NEIU to terminate Plaintiff’s appointment as El Centro’s Interim Director before the end of her term. Dr. Lopez does not possess sufficient knowledge or information to admit or deny the remaining allegations contained in Paragraph 2 and, as such, denies the remaining allegations contained in Paragraph 1 [sic].**

PARAGRAPH 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.

ANSWER: **Dr. Lopez admits that she is a resident of Cook County, a Professor Emerita at Northern Illinois University, and Chair of El Centro’s Advisory Council. Dr. Lopez denies the remaining allegations contained in Paragraph 2.**

¹ Plaintiff’s Complaint contains two allegations referenced as “Paragraph 1.” For purposes of the record, Dr. Lopez has left Plaintiff’s Complaint as is and noted the error with a “[sic]” designation.

FACTS COMMON TO ALL COUNTS

PARAGRAPH 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.

ANSWER: **Dr. Lopez does not possess sufficient knowledge or information to admit or deny the allegations contained in Paragraph 3 and, as such, denies the allegations contained in Paragraph 3.**

PARAGRAPH 4:

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

ANSWER: **Dr. Lopez admits the allegations contained in Paragraph 4.**

PARAGRAPH 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.

ANSWER: **Dr. Lopez admits NEIU appointed Plaintiff as El Centro's Interim Director and part of her responsibilities as Interim Director included overseeing all academic, financial, and programming operations for El Centro in service of NEIU's students including Latino and first-generation students. Dr. Lopez does not possess sufficient knowledge or information to admit or deny the remaining allegations contained in Paragraph 5 and, as such, denies the remaining allegations contained in Paragraph 5.**

PARAGRAPH 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.

ANSWER: Dr. Lopez admits that NEIU appointed Plaintiff as El Centro's Interim Director with a term of November 1, 2024 to June 30, 2025. Dr. Lopez further admits that NEIU intended to select a permanent Director in an open national search. Dr. Lopez denies the remaining allegations contained in Paragraph 6.

PARAGRAPH 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.

ANSWER: Dr. Lopez does not possess sufficient knowledge or information to admit or deny the allegations contained in Paragraph 7 and, as such, denies the allegations contained in Paragraph 7.

PARAGRAPH 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 5th 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.

ANSWER: Dr. Lopez admits that Plaintiff sent an email on December 5, 2024, which is a document and its content speaks for itself. Dr. Lopez further admits that rental fees are a source of revenue for El Centro. Dr. Lopez does not possess sufficient knowledge or information to admit or deny the remaining allegations contained in Paragraph 8 and, as such, denies the remaining allegations contained in Paragraph 8, and denies any allegations

inconsistent with the content of Plaintiff's December 5, 2024, email to LSNA.

PARAGRAPH 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.

ANSWER: Dr. Lopez admits that she sent an email on January 3, 2025, to Plaintiff and NEIU's Provost, which is a document and its content speaks for itself. Dr. Lopez denies the remaining allegations contained in Paragraph 9 and denies any allegations inconsistent with the content of Dr. Lopez's January 3, 2025, email to Plaintiff and NEIU's Provost.

PARAGRAPH 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!"

ANSWER: Dr. Lopez admits that she called Plaintiff in January 2025 and raised concerns regarding Plaintiff's email communication to LSNA. Dr. Lopez denies the remaining allegations contained in Paragraph 10.

PARAGRAPH 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.

ANSWER: Dr. Lopez admits that Plaintiff sent an email on January 20, 2025, to El Centro's Advisory Council, which is a document and its content speaks for itself. Dr. Lopez denies the remaining allegations contained in Paragraph 11 and denies any allegations inconsistent with Plaintiff's January 20, 2025, email to El Centro's Advisory Council.

PARAGRAPH 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.

ANSWER: Dr. Lopez admits that she sent an email to Plaintiff on January 20, 2025, which is a document and its content speaks for itself. Dr. Lopez denies the remaining allegations contained in Paragraph 12 and denies any allegations inconsistent with Dr. Lopez's January 20, 2025, email to Plaintiff.

PARAGRAPH 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."

ANSWER: Dr. Lopez admits that she sent an email to Plaintiff on January 20, 2025, to the Provost, which is a document and its content speaks for itself. Dr. Lopez denies the remaining allegations contained in Paragraph 13 and denies any allegations inconsistent with Dr. Lopez's January 20, 2025, email to the Provost.

PARAGRAPH 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.

ANSWER: Dr. Lopez does not possess sufficient information or knowledge to admit or deny the allegations contained in Paragraph 14 and, as such, denies the allegations contained in Paragraph 14.

PARAGRAPH 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.

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 15.

PARAGRAPH 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!"

ANSWER: Dr. Lopez admits that she sent an email to Dr. Cortez in late January 2025, which is a document and its content speaks for itself. Dr. Lopez denies the remaining allegations contained in Paragraph 16 and denies any allegations inconsistent with Dr. Lopez's late January 2025, email to Dr. Cortez.

PARAGRAPH 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.

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 17.

PARAGRAPH 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.

ANSWER: Dr. Lopez admits that El Centro staff members approached her in February 2025, to discuss Plaintiff's poor performance as El Centro's Interim Director. Dr. Lopez further admits that she was copied on emails an El Centro staff member sent to the Provost, NEIU Human Resources personnel, Dr. Lopez, and Dr. Cortez in early February 2025, which are documents and their content speaks for itself. Dr. Lopez denies the remaining allegations contained in Paragraph 18 and denies any allegations inconsistent with the El Centro's staff member's emails to the Provost, NEIU Human Resources personnel, Dr. Lopez, and Dr. Cortez.

PARAGRAPH 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."

ANSWER: Dr. Lopez admits that she was copied on emails sent by El Centro staff members to the Provost, NEIU's HR, Dr. Lopez, and Dr. Cortez. Dr. Lopez does not possess sufficient information or knowledge regarding the remaining allegations contained in Paragraph 19 and, as such, denies the remaining allegations contained in Paragraph 19.

PARAGRAPH 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.

ANSWER: Dr. Lopez admits that she discussed Plaintiff's poor performance as El Centro's Interim Director with the Provost. To the extent Plaintiff's allegations in Paragraph

20 reference written documents, the content therein speaks for itself. Dr. Lopez denies the remaining allegations contained in Paragraph 20 and denies any allegations inconsistent with any document referenced in Paragraph 20.

PARAGRAPH 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.

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 21.

PARAGRAPH 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.

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 22.

COUNT I
(INTENTIONAL INTERFERENCE WITH
PROSPECTIVE ECONOMIC ADVANTAGE)

PARAGRAPH 23:

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

ANSWER: Dr. Lopez restates her answers to Paragraphs 4-23 as if fully restated herein.

PARAGRAPH 24:

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

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 24.

PARAGRAPH 25:

Lopez was aware of Mildred's expectancy.

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 25.

PARAGRAPH 26:

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

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 26.

PARAGRAPH 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.

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 27.

PARAGRAPH 28:

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

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 28.

Wherefore, Dr. Rosita Lopez requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and deny all relief sought therein.

COUNT II
(INTERFERENCE WITH CONTRACTUAL RELATIONSHIP)

PARAGRAPH 29:

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

ANSWER: Dr. Lopez restates her answers to Paragraphs 4-23 as if fully restated herein.

PARAGRAPH 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.

ANSWER: Dr. Lopez admits that NEIU appointed Plaintiff as El Centro's Interim Director for a term of November 1, 2024 to June 30, 2025. Dr. Lopez denies the remaining allegations contained in Paragraph 30.

PARAGRAPH 31:

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

ANSWER: Dr. Lopez admits that she was aware NEIU appointed Plaintiff as El Centro's Interim Director. Dr. Lopez denies the remaining allegations contained in Paragraph 31.

PARAGRAPH 32:

Lopez intentionally induced NEIU to breach its contract with Mildred.

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 32.

PARAGRAPH 33:

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

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 33.

PARAGRAPH 34:

Lopez was not privileged to induce the breach of contract.

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 34.

PARAGRAPH 35:

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

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 35.

Wherefore, Dr. Rosita Lopez requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and deny all relief sought therein.

COUNT III
(DEFAMATION)

PARAGRAPH 36:

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

ANSWER: Dr. Lopez restates her answers to Paragraphs 4-23 as if fully restated herein.

PARAGRAPH 37:

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

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 37.

PARAGRAPH 38:

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

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 38.

PARAGRAPH 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.

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 39.

PARAGRAPH 40:

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

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 40.

PARAGRAPH 41:

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

ANSWER: Dr. Lopez denies the allegations contained in Paragraph 41.

Wherefore, Dr. Rosita Lopez requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and deny all relief sought therein.

AFFIRMATIVE DEFENSES

Defendant Dr. Rosita Lopez ("Dr. Lopez"), by and through her undersigned counsel, Monica H. Khetarpal and Raseq Moizuddin of Jackson Lewis P.C., respectfully asserts the

following Affirmative Defenses:

1. Plaintiff's claims are barred in this Court pursuant to the Eleventh Amendment, State Lawsuit Immunity Act, and Illinois Court of Claims Act as argued in Dr. Lopez's Motion to Dismiss.
2. Any and all alleged defamatory statements made by Dr. Lopez were true or substantially true, which is an absolute defense to Plaintiff's defamation claim.
3. Any and all alleged defamatory statements made by Dr. Lopez are subject to a qualified privilege that protects Dr. Lopez from liability for statements made in a legitimate business context.
4. Any alleged defamatory statements made by Dr. Lopez that are statements of opinion are non-actionable and protected by Illinois law and the First Amendment.

Dr. Lopez expressly reserves the right to assert additional affirmative defenses and revise the defenses asserted herein as it learns additional relevant facts during the course of this litigation.

Dated: February 2, 2026

Respectfully submitted,

By: **DR. ROSITA LOPEZ**

/s/ Monica H. Khetarpal
One of Her Attorneys

Monica H. Khetarpal
Raseq Moizuddin
Jackson Lewis P.C.
150 North Michigan Avenue. Suite 2500
Chicago, IL 60601
Tel.: 312.787.4949
Monica.Khetarpal@jacksonlewis.com
Raseq.Moizuddin@jacksonlewis.com

CERTIFICATE OF SERVICE

I, Raseq Moizuddin, an attorney, certify that on February 2, 2026, I caused a true and correct copy of the foregoing DEFENDANT'S ANSWER AND AFFIRMATIVE DEFENSES to be filed with the Court through electronic filing protocols, and that same will therefore be electronically served upon all attorneys of record registered with the Court's electronic filing system.

/s/ Raseq Moizuddin