

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

FILED
7/2/2019 5:57 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2019L007321

5636527

TEEPU SIDDIQUE, M.D.

v.

NORTHWESTERN UNIVERSITY, NORTHWESTERN MEMORIAL HEALTHCARE,
NORTHWESTERN MEDICAL GROUP F/K/A NORTHWESTERN MEDICAL
FACULTY FOUNDATION, NORTHWESTERN UNIVERSITY FEINBERG SCHOOL
OF MEDICINE, DIMITRI KRAINIC, M.D., and ERIC G. NEILSON, M.D.

No. 2019L007321**CIVIL ACTION COVER SHEET - CASE INITIATION**

A Civil Action Cover Sheet - Case Initiation shall be filed with the complaint in all civil actions. The information contained herein is for administrative purposes only and cannot be introduced into evidence. Please check the box in front of the appropriate case type which best characterizes your action. Only one (1) case type may be checked with this cover sheet.

Jury Demand ☒ Yes ☐ No**PERSONAL INJURY/WRONGFUL DEATH**

CASE TYPES:

- ☐ 027 Motor Vehicle
☐ 040 Medical Malpractice
☐ 047 Asbestos
☐ 048 Dram Shop
☐ 049 Product Liability
☐ 051 Construction Injuries
 (including Structural Work Act, Road
 Construction Injuries Act and negligence)
☐ 052 Railroad/FELA
☐ 053 Pediatric Lead Exposure
☐ 061 Other Personal Injury/Wrongful Death
☐ 063 Intentional Tort
☐ 064 Miscellaneous Statutory Action
 (Please Specify Below**)
☐ 065 Premises Liability
☐ 078 Fen-phen/Redux Litigation
☐ 199 Silicone Implant

TAX & MISCELLANEOUS REMEDIES

CASE TYPES:

- ☐ 007 Confessions of Judgment
☐ 008 Replevin
☐ 009 Tax
☐ 015 Condemnation
☐ 017 Detinue
☐ 029 Unemployment Compensation
☐ 031 Foreign Transcript
☐ 036 Administrative Review Action
☐ 085 Petition to Register Foreign Judgment
☐ 099 All Other Extraordinary Remedies

By: Steven J. Rosenberg, Esq.

(Attorney)

(Pro Se)

(FILE STAMP)

COMMERCIAL LITIGATION

CASE TYPES:

- ☒ 002 Breach of Contract
☐ 070 Professional Malpractice
 (other than legal or medical)
☐ 071 Fraud (other than legal or medical)
☐ 072 Consumer Fraud
☐ 073 Breach of Warranty
☐ 074 Statutory Action
 (Please specify below.**)
☐ 075 Other Commercial Litigation
 (Please specify below.**)
☐ 076 Retaliatory Discharge

OTHER ACTIONS

CASE TYPES:

- ☐ 062 Property Damage
☐ 066 Legal Malpractice
☐ 077 Libel/Slander
☐ 079 Petition for Qualified Orders
☐ 084 Petition to Issue Subpoena
☐ 100 Petition for Discovery

**

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Pro Se Only: ☐ I have read and agree to the terms of the *Clerk's Office Electronic Notice Policy* and choose to opt in to electronic notice form the **Clerk's Office** for this case at this email address: _____

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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

TEEPU SIDDIQUE, M.D.,

Plaintiff,

v.

**NORTHWESTERN UNIVERSITY,
NORTHWESTERN MEMORIAL
HEALTHCARE, NORTHWESTERN
MEDICAL GROUP F/K/A
NORTHWESTERN MEDICAL FACULTY
FOUNDATION, NORTHWESTERN
UNIVERSITY FEINBERG SCHOOL OF
MEDICINE, DIMITRI KRAINIC, M.D., and
ERIC G. NEILSON, M.D.,**

Defendants.

Case No. 2019L007321

JURY DEMAND

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COMPLAINT

Plaintiff, Teepu Siddique, M.D., (“Dr. Siddique” or “Plaintiff”) complains against Defendants, Northwestern University, Northwestern Memorial HealthCare, Northwestern Medical Group f/k/a Northwestern Medical Faculty Foundation, Northwestern University Feinberg School of Medicine, Dimitri Krainic, M.D., and Eric G. Neilson, M.D., as follows:

Parties

1. Plaintiff is a physician-scientist, internationally recognized as an expert in neuromuscular disease and a pioneering world-renowned neurogeneticist who has discovered multiple causative genes for the inherited form of amyotrophic lateral sclerosis (ALS), commonly known as Lou Gehrig’s disease. Recently, his group also discovered a gene for Parkinson’s disease. ALS is a fatal disorder without a cure that kills its victims within three to five years. It is to understand and cure this disease that Dr. Siddique has dedicated over 38 years of his life.

2. Dr. Siddique's insight, as a leading scientist in disorders of neurodegeneration, lead to the first application of molecular genetics to ALS and the first cause of ALS was thus identified almost 127 years after the first description of ALS.

3. He and his colleagues also developed the first transgenic animal model for any neurodegenerative condition (ALS), which remains the most robust model for studying ALS and is the foundation for about 1,600 scientific publications. This model provided the insightful observation that toxicity of accumulating proteins in neurons is the primary mechanism of the disease, and therefore reducing the accumulating toxic proteins would potentially cure the disease. Today, ALS therapy development is primarily based on that basic paradigm to develop effective treatments.

4. Subsequently, Dr. Siddique's laboratory connected the pathology of all forms of ALS and dementia accompanying ALS to the function of specific genes identified in his laboratory, further solidifying the evidence that the fundamental defect in ALS is the failure in quality control of toxic proteins.

5. Dr. Siddique's laboratory also made the first mouse model approximating the dementia of ALS. In this unique model, the accumulation of toxic proteins and their response to treatment can be directly visualized under a special microscope through a window in the skull of the living mouse, thereby simplifying and hastening the process of drug screening.

6. Dr. Siddique and his colleagues have also identified small compounds that would reverse the accumulation of toxic proteins. More recently and importantly, they successfully and safely used gene editing techniques to correct the defect in the mouse model they made in 1993-94 and genetically "cured" it.

7. The actions of Defendants, Dimitri Krainc, M.D. and Eric G. Neilson, M.D. have slowed down the advancement of this kind of cutting edge research.

8. Dr. Siddique also works on other incurable neurological diseases. For example, he and a colleague discovered a novel form of inherited nerve disease and identified the gene causing it. Similarly, they discovered genes causing muscle and other neurological disorders. His laboratory recently engineered the first genetically humanized mouse model that can be used for drug screening for sleeping sickness, a devastating neurological disease endemic in Africa.

9. Dr. Siddique's research has been continuously funded by the National Institutes of Health (NIH) since 1985.

10. Dr. Siddique has 160 peer reviewed publications, hundreds of abstracts, given dozens of invited seminars, and published several book chapters to his credit. He has published in the top scientific and medical journals including Nature, Nature Genetics, Science, Proceedings of the National Academy of Sciences (PNAS), New England Journal of Medicine, and Annals of Neurology. Dr. Siddique has served on NIH study sections, reviewed for top journals, and he currently serves on two editorial boards.

11. Over the years, Dr. Siddique's work has appeared in major print media, including the front page of the Chicago Tribune, the New York Times, Los Angeles Times, Wall Street Journal, Time Magazine, and Encyclopedia Britannica as well as in *Altered Fates: The Genetic Re-engineering of Human Life* by Jeff Lyon and Peter Gorer. He has appeared on national and local TV news.

12. Dr. Siddique's work has attracted millions of dollars in gifts and endowments to Defendant Northwestern University Feinberg School of Medicine and his research achievements have provided an anchor for fundraising for the Les Turner ALS Foundation. Currently he holds

an endowed chair and is Professor of Neurology and Cell and Molecular Biology and, per his contract as described herein, the Director of the Neuromuscular Disorders program at Defendant Northwestern University Feinberg School of Medicine.

13. Dr. Siddique's research has been groundbreaking and of enormous public and scientific interest around the world. He was the first to marshal an international collaboration for ALS genetics and subsequently lead a multi-institution consortium funded by the NIH for many years.

14. In May 2018, Dr. Siddique received an honorary Doctor of Science degree from Lake Forest College, Illinois in recognition of his service to neuroscience and compassionate patient care.

15. When Dr. Siddique came to Defendant Northwestern University, the Neuromuscular program had two clinics per month. Under Dr. Siddique's leadership, the number rose to 20 per month and 70-80% of all new patients with ALS in the ten million Greater Chicago Metropolitan area were seen in those clinics.

16. Dr. Siddique brought the prestigious Muscular Dystrophy Association Clinic (MDA) to Northwestern Medical Faculty Foundation, and now Northwestern Medical Group, and obtained the Clinical Laboratories Improvement Amendments (CLIA) certification for the muscle histochemistry laboratory. Under Dr. Siddique's directorship, the neuromuscular medicine fellowship program at Northwestern University was one of the earliest ten in the nation to receive approval from the Accreditation Counsel for Graduate Medical Education (ACGME).

17. Dr. Siddique has mentored many clinicians and scientists. His laboratory sponsors the Summer Research Opportunity Program (SROP) for underrepresented students who pursue graduate and research careers in the Big Ten Alliance Universities. In addition, Dr.

Siddique's laboratory sponsors one of the largest hands-on summer programs for high school, undergraduate, and medical students at Northwestern University Feinberg School of Medicine. Dr. Siddique is thus an accomplished physician-scientist, an astute clinician, as well as an effective teacher and administrator—a very rare combination.

18. Dr. Siddique has received all the major national and international awards for ALS research. He has been recognized as Top Doctor (Chicago Magazine and Castle Connolly) consecutively for the last 18 years.

19. Although Dr. Siddique has earned many accolades for his ground-breaking work, he has also incurred the unjustified animosity of powerful administrators, including Defendants Dimitri Krainc, M.D. and Eric G. Neilson, M.D.

20. Defendant Northwestern University ("NU") is a major educational, healthcare, and research Illinois not-for-profit corporation headquartered in the Chicago, Cook County, Illinois, metropolitan area.

21. Defendant Northwestern Memorial HealthCare ("NMHC") is an Illinois not-for-profit corporation and the healthcare arm of NU. It is the umbrella or parent corporation of Northwestern Medical Group and is closely affiliated with Northwestern University Feinberg School of Medicine, together marketed as Northwestern Medicine.

22. Defendant Northwestern Medical Group ("NMG") is an Illinois not-for-profit corporation headquartered in Chicago, Cook County, Illinois and is the successor to the Northwestern Medical Faculty Foundation ("NMFF"), a not-for-profit charitable corporation and the clinical arm of Northwestern University Feinberg School of Medicine.

23. Defendant Northwestern University Feinberg School of Medicine (“NU Feinberg”) is a medical school owned, operated, and controlled by Defendant NU and located in Chicago, Cook County, Illinois.

24. Defendant Dimitri Krainc, M.D. (“Krainc”) is and was at all times material herein, the Chair of the NU Feinberg Department of Neurology.

25. Defendant Eric G. Neilson, M.D. (“Neilson”) is and was at all times material herein, the Vice President of Medical Affairs and Dean of NU Feinberg and was Chairman of the Board of NMFF.

26. At all times material herein, Defendants NU, NMG and NU Feinberg were affiliated not-for-profit sister corporations in that they were owned, operated, and controlled by NU and NMHC.

Background

27. On or about August 9, 1990, Dr. Siddique received a formal offer of employment from NU Feinberg (Offer, Exhibit A attached hereto). At that time, he was employed as an Assistant Professor of Neurology, tenure track, at the Duke University Medical Center (School of Medicine).

28. The Offer, among other things, proposed that:

- a. Plaintiff would be appointed Associate Professor of Neurology; (Ex. A.)
- b. Plaintiff would be appointed as the Neurology Department’s Director of Research with responsibilities for developing its research program in neuromuscular disorders; (Emphasis added.) (*Id.*)
- c. Plaintiff would be the “Director of the Neuromuscular Disorders Program and have direct supervision of the Les Turner ALS Foundation”

relationships, Lois Insolia ALS Clinic, and the muscle histochemical laboratory.” (Emphasis added.) (*Id.*)

29. On or about November 1, 1990, Plaintiff was presented with a contract of employment by NMFF (now NMG), to become effective on January 1, 1991 (the Contract, Exhibit B attached hereto). The Contract provided, among other things, that:

- a. Plaintiff’s duties would “include teaching, research, and clinical practice, as mutually agreed, (as) enumerated in Schedule 1, which is attached hereto, and made a part hereto, and made a part hereof by this reference.” (*Id.*, ¶1.)
- b. the Contract “shall be renewed from year to year without further action, unless terminated by you or the Foundation...” (Emphasis added.) (*Id.*, ¶3.)
- c. the Contract “shall be binding upon and inure to the benefit of the Foundation and you, and their respective heirs, legal representatives, executors, administrators, successors, and assigns.” (Emphasis added.) (*Id.*, ¶7.)
- d. “(n)o change or modification of this Agreement shall be valid unless the same be in writing and signed by you and the Foundation.” (*Id.*, ¶9(b).)
- e. “you may be terminated upon written notice, for any activity which impairs your ability to perform your professional and medical services to the Foundation...” (*Id.*, ¶10.)
- f. Plaintiff shall “(d)irect the Neuromuscular Disorders program having direct supervision of the Les Turner Foundation Lois Insolia ALS Clinic,

the Les Turner Foundation ALS Research Program, and the Department's muscle histochemical laboratory.” (Emphasis added.) (Ex. B, Schedule 1, ¶B.3.)

- g. Plaintiff shall “(s)erve administratively as our Departmental Director of Research programs.” (Emphasis added.) (*Id.*, ¶C.1.)

30. Plaintiff accepted and signed the Contract and has, pursuant to that Contract, been continuously employed in good standing by NU Feinberg, NMFF and NMG from January 1, 1991 to the present.

31. Since the arrival of Defendant Krainc in 2013, and largely by his instigation, Defendants have engaged in a concerted effort to strip Plaintiff of his ability to carry out the work for which he was hired and which has elevated Defendants to the forefront of ALS research and neurogenetics. The last three NU Presidents, Arnold R. Weber, Henry S. Bienen and Morton Schapiro, have considered Dr. Siddique's research as the finest to come out of NU. In a visit to NU, Victor J. Dzau, M.D., a senior leader in U.S. medicine, former President and CEO of Duke University Medical Center and current President of the U.S. National Academy of Sciences, publicly identified Dr. Siddique as a physician-scientist whose work is respected outside of NU.

32. Despite Krainc's promise to Plaintiff in 2014 that “(n)othing will be taken away from you,” Krainc has deliberately and maliciously undermined Plaintiff's reputation by denigrating his accomplishments to others in the NU community, announcing at the state of the department faculty and staff meeting in 2016 that Plaintiff had been put “out to pasture,” in the presence of Defendant Neilson and the head of NMHC Dean M. Harrison. He followed this up with an email to the entire NU Feinberg neurology faculty that he was actively looking to fill Plaintiff's position. Plaintiff only learned of this search from the email. In 2016, Krainc,

without Plaintiff's advance knowledge, advertised for an academic neurologist to become Director of a new Les Turner ALS Research and Patient Center, effectively seeking to eliminate Plaintiff's position, responsibility, and authority.

33. Moreover, Krainc has falsely claimed to be responsible for bringing neurogenetics to NU Feinberg, thereby appropriating the reputation in neurogenetics established for NU by Plaintiff, when in fact Krainc knew it was Plaintiff's field, indeed the very reason Plaintiff was hired. Subsequently, Krainc renamed the Center for Rare Disorders, which he headed, as Center for Neurogenetics.

34. In 2017, Defendants Krainc and Neilson hired Robert Kalb, M.D. ("Kalb") as Director of the Division of Neuromuscular Medicine, previously the Neuromuscular Program/Division, and Director of the new Les Turner ALS Center, making him responsible, instead of Plaintiff, for the Les Turner ALS Foundation relationships and the neuromuscular clinics. Kalb has far fewer contributions to ALS, neuromuscular research, and patient care than Plaintiff.

35. Even prior to Kalb's appointment, Defendant Krainc had hired Jinny O. Tavee, M.D. as faculty to the Neuromuscular Program/Division without informing or consulting the Plaintiff, thereby interfering with the long-standing established responsibilities of the Plaintiff as Director.

36. Also in 2017, the CLIA certified muscle histochemistry laboratory, directed by the Plaintiff, was closed on instructions from Defendant Krainc.

37. In addition to the foregoing, Defendants Krainc and Neilson have committed, instigated, promoted and/or condoned the following hostile, deliberate, and malicious conduct towards Plaintiff including, but not limited to the following:

- a. Redirecting funds historically intended for Plaintiff's research to other projects;
- b. Inquiring about Plaintiff's health and frequently asking him why the Les Turner Foundation – a major donor to Plaintiff's research – should continue donating to his research;
- c. Forcing Plaintiff, by cutting his discretionary funding from the Les Turner ALS Foundation, first by more than 60% and then by 80%, to reduce staffing and experiments. By reducing the budget, Krainc was then able to hire Dr. Siddique's genetic counselor without Dr. Siddique's prior knowledge, and reassign Dr. Siddique's administrator for his program and laboratory who had worked for him for over 27 years, reducing laboratory morale;
- d. Forcing Plaintiff, by imposing such drastic budget cuts, to slow down the cutting-edge research his group has been doing, which could potentially be worth hundreds of millions of dollars, and thereby reduced Plaintiff's laboratory's competitive edge;
- e. Forcing Plaintiff to pay for workplace counseling in response to a false, contrived complaint of harassment by another faculty member which he was compelled to defend and which resulted in no findings against Plaintiff;
- f. Discouraging or otherwise interfering with donors' contributions to Plaintiff's research;
- g. Refusing to fund new and necessary equipment for Plaintiff's laboratory;

- h. Promulgating the false narrative that Krainc – not Plaintiff – was responsible for the development and success of the neurogenetic program at NU Feinberg; and
- i. Failing to include Plaintiff's name, without Plaintiff's prior knowledge, on the attending schedule for the inpatient service during the period of July 1, 2016 to June 30, 2017.

38. The cumulative effect of the foregoing (Paragraphs 11, 12 and 13) has been to intentionally, deliberately, and maliciously attempt to dismantle, cripple, and ultimately render ineffective, Plaintiff's research and clinical work in order to force him out of his position by setting him up for failure, all in breach of his Contract.

Count I – Breach of Contract
NMG

39. Plaintiff realleges and incorporates herein Paragraphs 1-38 above.

40. In 2013, NMFF was merged or otherwise incorporated into NMG which thereby became its successor.

41. As described in ¶29(c) above, Plaintiff's Contract is binding upon and inures to the benefit of both NMFF and Plaintiff, including "successors." In a March 4, 2013 letter to NMFF "colleagues," Neilson stated that in the proposed alignment between NMFF and NMHC "all of our faculty and staff employment agreements would...migrate intact to NMG." Moreover, as described in ¶29(d) above, any change or modification to the Contract must be in writing and signed by the parties.

42. Plaintiff has performed and complied with each and every term of the Contract and has undertaken all reasonable efforts to resolve any Contract dispute or disagreements.

43. By unfortunate contrast, however, NMG, in concert with its Co-Defendants, has undertaken and committed multiple, intentional, deliberate, and malicious violations of the Contract which remains in full force and effect pursuant to ¶3 which renews “from year to year without further action,” and which cannot be changed or modified without a writing signed by the parties pursuant to ¶9(b).

44. Because the Contract remains in effect and no changes or modifications have been agreed to and signed by both parties, the violations committed by Defendant NMG in concert with its Co-Defendants include specifically but are not limited to violations of Schedule 1, ¶B.3. and ¶C.1. to the Contract, namely:

¶B.3.: (to) “Direct the Neuromuscular Disorders program having direct supervision of the Les Turner Foundation Lois Insolita ALS Clinic, the Les Turner Foundation ALS Research Program, and the Department’s muscle histochemical laboratory;” (Emphasis added.) (Ex. B, Schedule 1, ¶B.3.)

¶C.1.: (to) “Serve administratively as our Departmental Director of Research programs. (Emphasis added.) (*Id.*, ¶C.1.)

45. The conduct undertaken by NMG in concert with its Co-Defendants, as described in ¶¶37 (a)-(i) above, constitutes a flagrant, deliberate, and continuing breach of Schedule 1 provisions B.3. and C.1. of the Contract, in that they effectively removed, and continue to seek the removal of, Plaintiff from direct supervision of the Neuromuscular Disorders program with direct supervision of the Les Turner Lois Insolita ALS Clinic, the ALS Research Program, and the Department’s muscle histochemical laboratory (¶B.3.), in addition to his effective removal as Departmental Director of Research programs (¶C.1.). In short, NMFF, and its successor NMG, in concert with its Co-Defendants have, by funding cuts and interference with and redirection of

his funding, tried to set Plaintiff up for failure by making his job responsibilities virtually impossible to perform at the highest level.

WHEREFORE, Plaintiff respectfully requests damages against Northwestern Medical Faculty Foundation and its successor Northwestern Medical Group, in an amount in excess of \$30,000.00.

Count II – Breach of Contract
NU

46. Plaintiff realleges and incorporates herein Paragraphs 1-45 above.

47. At all times material herein, Defendant NU was aware of and in fact participated in the drafting, negotiation, and acceptance of the Offer and the Contract.

48. At all times material herein, NU participated and/or acted in concert with its Co-Defendants in instigating, promoting and/or condoning the breach of Plaintiff's Contract as described above.

WHEREFORE, Plaintiff respectfully requests damages against Northwestern University in an amount in excess of \$30,000.00.

Count III – Breach of Contract
NMHC

49. Plaintiff realleges and incorporates herein Paragraphs 1-48 above.

50. At all times material herein, Defendant NMHC was aware of and in fact participated in the drafting, negotiation, and acceptance of the Offer and the Contract.

51. At all times material herein, NMHC participated and/or acted in concert with its Co-Defendants in instigating, promoting and/or condoning the breach of Plaintiff's Contract as described above.

WHEREFORE, Plaintiff respectfully requests damages against Northwestern Memorial HealthCare in an amount in excess of \$30,000.00.

COUNT IV – Breach of Contract
NU Feinberg

52. Plaintiff realleges and incorporates herein Paragraphs 1-51 above.

53. At all times material herein, Defendant NU Feinberg was aware of and in fact participated in the drafting, negotiation, and acceptance of the Offer and the Contract.

54. At all times material herein, NU Feinberg participated and/or acted in concert with its Co-Defendants in instigating, promoting and/or condoning the breach of Plaintiff's Contract as described above.

WHEREFORE, Plaintiff respectfully requests damages against Northwestern University Feinberg School of Medicine in an amount in excess of \$30,000.00.

COUNT V – Interference with Contract
Krainc

55. Plaintiff realleges and incorporates herein Paragraphs 1-54 above.

56. At all times material herein, Krainc was aware of Plaintiff's Contract and its specific provisions.

57. In spite of the foregoing, however, Krainc deliberately, intentionally, and maliciously interfered and continues to interfere with the Contract to the severe and continuing damage to Plaintiff.

WHEREFORE, Plaintiff respectfully requests damages against Dimitri Krainc, M.D. in an amount in excess of \$30,000.00.

COUNT VI – Interference with Contract
Neilson

58. Plaintiff realleges and incorporates Paragraphs 1-57 above.

59. At all times material herein, Neilson was aware of Plaintiff's Contract and its specific provisions.

60. In spite of the foregoing, however, Neilson deliberately, intentionally, and maliciously interfered and continues to interfere with the Contract to the severe and continuing damage to Plaintiff.

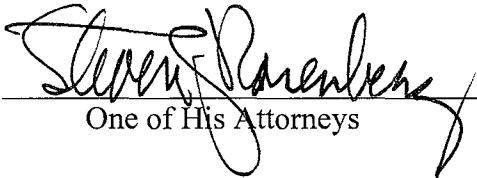
WHEREFORE, Plaintiff respectfully requests damages against Eric G. Neilson, M.D. in an amount in excess of \$30,000.00.

Dated: July 2, 2019

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Respectfully submitted,

TEEPU SIDDIQUE, M.D.,
Plaintiff,

By 
One of His Attorneys