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8 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
9 **IN AND FOR THE COUNTY OF KING**

10 ELIZABETH A. CAMPBELL, an individual,
11 Plaintiff,

12 vs.

13 LARS CHRISTIAN MATTHIESEN,
14 SHARON LUCAS, TOENE HAYES,
15 KRISTINE LEANDER, SARAH D.
16 ALAIMO, SWEDISH CULTURAL CENTER
17 d/b/a the SWEDISH CLUB, GARY SUND,
18 SHAMA ALBRIGHT, MOLLY OLSON
19 SMITH, MARY EMERSON, IB R.
20 ODDERSON, LANGDON L. MILLER, NEIL
21 SNYDER, KRIS E. JOHANSSON, MARTIN
22 K. JOHANSSON, ANNA FAINO and LANE
23 POWELL PC,

24 Defendants.

No. 23-2-25128-8 SEA

**PLAINTIFF ELIZABETH A.
CAMPBELL'S FIRST
INTERROGATORIES AND
REQUESTS FOR PRODUCTION
PROPOUNDED TO DEFENDANT
KRISTINE LEANDER**

25 TO: Defendant Kristine Leander:

26 In accordance with Washington Superior Court Rules 26 and 33, please answer each of
27 the following interrogatories separately, fully, in writing and under oath. Each answer must be
28 as complete and straightforward as the information reasonably available to you permits after
reasonable inquiry, including the information possessed by your attorneys or agents. If an
interrogatory cannot be answered completely, answer it to the extent possible.

The answers are to be signed by the person to whom they are addressed and must be
served on all parties within thirty (30) days after the service of the interrogatories. NOTE:
Answers must be compliant with the Civil Rules, Local Rules, and Washington State case law,
including the duty set forth in CR 26(e) Supplemental Responses. Include all responsive
information available. For documents, produce in electronic format if possible, per CR

PLAINTIFF'S INTERROGATORIES RFPS
TO DEFENDANT KRISTINE LEANDER – 1

Elizabeth A. Campbell, MPA
3826 24th Ave W
Seattle, WA 98199
206-769-8459
neighborhoodwarrior@gmail.com

34(b)(2)(E). Objections must state specific grounds (CR 33(b)(4), 34(b)(2)(C)). If claiming privilege, provide a privilege log (CR 26(b)(5)).

DEFINITIONS

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

1. **“DATE” – Date/Time Period.** Unless a specific date or time period is expressly stated in an interrogatory, the time period covered by the interrogatory shall, by default, be from January 1, 2017, to the present date of April 16, 2025.

2. **“DOCUMENTS”** means all hard copy and electronic writings of every kind including, but not limited to, the original and any copy of all records, e-mails, letters, correspondence, appointment books, diaries, files, notes, statements, memoranda, or minutes of meetings, photographs, video, conferences, telephone calls, receipts, written reports or opinions of investigators or experts, status reports, financial statements, audit reports, tax returns, estimates, inventories, contracts, agreements, articles of incorporation, bylaws, stock book, minute book, deed, security agreement, mortgage, deed of trust, title or other insurance policy, report, record, study, hand written note, map, drawing, working paper, chart, paper, draft, index, tape, microfilm, data sheet, data processing card, computer printout, computer program, check, bank statement, passbook, including information recorded and stored electronically, however produced or reproduced, within your possession or subject to your control, of which you have knowledge or to which you have or have had access, or of which any of your agents, attorneys, accountants or consultants have had knowledge.

3. **“DEFENDANT GROUP(S)”** means the groups of defendants and the defense counsel(s) that represent them:

Group 1: Kristine Leander (former Executive Director) and Toene Hayes (former staff accountant), represented by Karen Kalzer.

Group 2: The Swedish Club, Langdon Miller (current board president), Kris Johansson (board member), Sharon Lucas (member/volunteer), and Gary Sund (former board president), represented by Brad Bigos and Alex Lopez.

Group 3: Elizabeth Norgren (former Executive Director), Sarah Alaimo (former HR Director), Shama Albright (former board president), Mary Emerson (former board secretary), Anna Faino (former board vice president), Martin Johansson (former membership chair), Ib Odderson (former board member), Molly Olson Smith (former board vice president), and Neil Snyder (former board member), represented by Megan Starks and Sarah Tatischeff.

Group 4: Lars Matthiesen (club member), represented by Nicholas Larson and Miguel Mendez-Pintado.

4. **“IDENTIFY”- Individuals.** When used in reference to an individual person, parties, participants, or third parties, means to state his or her name, including aliases or former names and **CONTACT INFORMATION** as defined below.

5. **“IDENTIFY”– Entity.** When used with reference to an entity, such as a partnership (either general or limited), joint venture, trust or corporation, to state the full legal name of such entity, each name under which such entity does business, the entity’s telephone number and the

1 identity of the chief operating officer, manager, trustee, or other principal representative, and
2 their **CONTACT INFORMATION** as defined below.

3 6. **“IDENTIFY”- Documents.** When used in reference to a document, means the date of
4 preparation of the document, its author, the sender, the recipient, the nature of the document,
5 e.g., letter, memo, tape, or other means of identification sufficient to identify the document, and
6 its present location and custodian. Provide the name, address, and telephone number of the
7 person with possession of the document.

8 7. **“IDENTIFY”- Claims/Lawsuits.** When used in reference to claims or lawsuits means the
9 **CONTACT INFORMATION** of parties and attorneys representing the parties, proceeding
10 number(s), jurisdiction, type of action, and disposition.

11 8. **“IDENTIFY” - Witness/Witnesses.** When used in reference to a witness or witnesses,
12 "identify" means an individual who, by virtue of their presence, participation, or sensory
13 perception (e.g., seeing, hearing, or otherwise experiencing), can provide testimony or
14 information about a specific event, occurrence, or issue pertinent to the case. Additionally, the
15 identification shall include a brief description of the specific event, occurrence, or issue to
16 which the witness’s knowledge or testimony pertains. This includes providing their
17 **CONTACT INFORMATION**, as defined below.

18 9. **“LETTER”** refers to the anonymous letter sent to and received by Plaintiff via the
19 United States Postal Service on March 14, 2025”, stating:

20 a. “A concerned member wonders how the infamous Kristine Leander has so easily fallen
21 off your radar. After all, she is the evil behind all of this.”

22 b. “How soon you seem to have forgotten her fake friendship? How quick you were to
23 forgive the salacious gossip she spread about you around the club and among the members.
24 One could never expect such quick forgiveness for one who acted as a true ‘mean girl’
25 towards you for the entirety of your relationship. Is it not her fault that you and Lars had such
26 a clamorous and public argument at the Swedish club?”

27 c. “Is Kristine not the reason you no longer work there? How quickly you forget that
28 Kristine is the reason you are no longer allowed to enter the club. This, among many other
immoral things were all a part of her scheme from the beginning.”

d. “You” or “Your” refers to the Defendant to whom the interrogatory is directed, including
agents, employees, or representatives acting on their behalf.

e. “Signed,

1 f. "A concerned member who simply wonders how she so easily has gotten away with her
2 wrongs towards you."¹

3
4 10. "**PERSON**" includes a natural person, company, firm, association, organization,
partnership, business, trust, limited liability company, corporation, or public entity.

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6 11. "**YOU**" or "**YOUR**" means the party to whom these interrogatories are addressed, your
7 attorneys, agents, employees, officers, representatives, adjusters, investigators, and any other
"person" who is in possession of information on your behalf.

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9 12. "**CONTACT INFORMATION**" means full legal name, nickname(s), current physical
10 residential address, addresses for the past 10 years (residential if a person; business if a
company), dates at each address, e-mail address(es), and current phone numbers (work, mobile,
fax).

11 Dated this 16th Day of April, 2025

12 ELIZABETH A. CAMPBELL, MPA

13 

14 Elizabeth A. Campbell, MPA

15 Plaintiff Pro Se

16 3826 24th Ave W

17 Seattle, WA 98199

18 Tel/Text: 206-769-8459

19 Fax: 206-283-6300

20 neighborhoodwarrior@gmail.com

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¹ Unknown. "Letter to Elizabeth Campbell." United States Postal Service. Postmarked March 6, 2025.

INTERROGATORIES

□ INTERROGATORY NO. 1.: Identity of the Letter’s Author: Do you have any knowledge of the identity of the person or entity who wrote or sent the Letter to Plaintiff? If yes, state the identity and describe how you obtained this knowledge; from July 1, 2024 to the present.

ANSWER:

□ INTERROGATORY NO. 2.: Kristine Leander’s Role: The Letter states that “Kristine Leander is the evil behind all of this” and references a “scheme.” Describe any actions, statements, or plans by You, or by one of your fellow defendants, or any other person, that you are aware of relating to the termination of Plaintiff’s membership in the Swedish Club, and exclusion from the Swedish Club as a member, as a member of the public, including dates, reasons, and any notices provided to Plaintiff, or of the events described in the First Amended Complaint related to Plaintiff’s Swedish Club membership; from August 15, 2020 to present.

ANSWER:

□ INTERROGATORY NO. 3.: Alleged Gossip: The Letter claims You spread “salacious gossip” about Plaintiff “around the club and among the members.” Identify all instances you are aware of where You or any other Defendant, club members or staff member, or third party person discussed anything regarding the Plaintiff, including dates, locations, identity of the participants, and the content of those discussions from August 15, 2020 to the present.

ANSWER:

□ INTERROGATORY NO. 4.: Public Argument with Lars Matthiesen: The Letter references a “clamorous and public argument” between Plaintiff and Defendant Lars Matthiesen at the Swedish Club,¹² attributing it to You. State whether you have knowledge of this incident, including the date, location, witnesses, and any role You played in causing or escalating it; from January 1, 2021 to the present.

ANSWER:

² On December 17, 2021

1 **☐ INTERROGATORY NO. 5.: Employment Termination:** The Letter asserts that “Kristine
2 is the reason you no longer work there.” Describe all actions taken by You or other Defendants,
3 Swedish Club employees or board members, or third parties that contributed to Plaintiff’s
4 termination from employment at the Swedish Club, including the identity of any person, dates,
5 reasons provided, and any related communications August 1, 2020 to the present.

6 **ANSWER:**

7 **☐ INTERROGATORY NO. 6.:Exclusion from the Club:** The Letter states that “Kristine is
8 the reason you are no longer allowed to enter the club.” Identify all decisions, policies, or
9 actions by You or other Defendants, Swedish Club employees or board members, or third
10 parties that led to the termination of Plaintiff’s membership and exclusion from the Swedish
11 Club as a member, as a member of the public, including dates, reasons, and any notices
12 provided to Plaintiff; from September 1, 2020 to the present.

13 **ANSWER:**

14 **☐ INTERROGATORY NO. 7.:Exclusion from the Club:** Identify all decisions, policies, or
15 actions by You or other Defendants, Swedish Club employees or board members, or third
16 parties that led to the termination of any Swedish Club member’s membership and exclusion
17 from the Swedish Club as a member, as a member of the public, including dates, reasons, and
18 any notices provided to those members; from June 1, 2019 to the present.

19 **ANSWER:**

20 **☐INTERROGATORY NO. 8.: Scheme Allegation:** The Letter claims Plaintiff’s termination
21 and exclusion were “part of [Kristine Leander’s/Your] scheme from the beginning.” Describe
22 any plans, agreements, or coordinated efforts by You, or among Defendants, Swedish Club
23 employees or board members, or third parties to terminate Plaintiff’s employment or Plaintiff’s
24 membership, including participants, timelines, and objectives; from August 15, 2020 to the
25 present.

26 **ANSWER:**

27 **☐ INTERROGATORY NO. 9.: Witnesses:** Identify all individuals (by name, address, and
28 phone number, if known) who have knowledge of the events or statements referenced in the
Letter, including those related to Your actions toward Plaintiff; from August 15, 2020 to the
present.

1 **ANSWER:**

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4 ☐ **INTERROGATORY NO. 10.: Communications:** Did you discuss Elizabeth Campbell's
5 lawsuit, membership status, employment termination, or alleged mistreatment with other board
6 members during your tenure or afterwards? If so, provide details, including dates and
participants.

7 **ANSWER:**

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10 ☐ **INTERROGATORY NO. 11.: Communications:** Did you draft and provide Gary Sund
11 talking points, speeches, suggested policy or position statements, agendas, and other supporting
12 documents for him to use during his tenure as President of the Swedish Club board of directors,
including talking points, a speech delivered by him at the April 20, 2022 annual members
13 meeting? If so, provide details, including dates and who received copies of your
communications.

14 **ANSWER:**

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16 ☐ **INTERROGATORY NO. 12.: Communications:** Did you discuss Elizabeth Campbell's
17 lawsuit, membership status, employment, employment termination, personal life, or alleged
18 mistreatment with Judy Cooper, Karen Choyce, or Lars Matthiesen during your tenure or
afterwards? If so, provide details, including dates and participants.

19 **ANSWER:**

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22 ☐ **INTERROGATORY NO. 13.: Communications:** Did you discuss Elizabeth Campbell's
23 lawsuit, membership status, employment, employment termination, personal life, or alleged
24 mistreatment with any Swedish Club members or third parties during your tenure or afterwards?
If so, provide details, including dates and participants.

25 **ANSWER:**

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28 ☐ **INTERROGATORY NO. 14.: Resignation:** State the date you resigned or retired from the
Swedish Club and provide a detailed explanation of all reasons for your resignation.

1 **ANSWER:**

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4 ☐ **INTERROGATORY NO. 15.: Resignation:** Describe the events, interactions, or any
5 communications with Sarah Alaimo, Elizabeth Norgren, Gary Sund, Shama Albright, Langdon
6 Miller, Molly Olson Smith, other board members, or Club members that preceded and
 influenced your resignation, including specific dates and participants.

7 **ANSWER:**

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10 ☐ **INTERROGATORY NO. 16.: Resignation:** Did you raise concerns or express
11 dissatisfaction with the Swedish Club's operations management, personnel decisions, cultural
12 programming, financial transparency, financial management or decisions, board governance to
 any individual prior to resigning? If so, identify the recipients and summarize the discussions.

13 **ANSWER:**

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15 ☐ **INTERROGATORY NO. 17.: Post-Retirement/Termination Payments:** Describe in
16 detail any payments you received from the Swedish Club after your retirement or termination,
17 including but not limited to two \$25,000 payments referenced in this lawsuit. For each payment,
18 state the date received, the purpose of the payment, who authorized it, and any conditions or
 agreements associated with it.

19 **ANSWER:**

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21 ☐ **INTERROGATORY NO. 18.: Retirement-Related Settlement Agreements:** Did you
22 enter into any retirement-related settlement agreements with the Swedish Club? If so, describe
23 the terms of each agreement, including any financial compensation, benefits, or other
24 considerations provided to you, and identify all individuals involved in negotiating or
 authorizing the agreement.

25 **ANSWER:**

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27 ☐ **INTERROGATORY NO. 19.: Severance Agreements:** Did you receive any severance
28 agreement or payment from the Swedish Club following your retirement or termination? If so,

1 describe the terms of the severance agreement, including the amount, timing, and purpose of any
2 payments, and identify all individuals who approved or facilitated the agreement.

3 **ANSWER:**

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5 ☐ **INTERROGATORY NO. 20.: Other Post-Termination Agreements:** Other than
6 retirement or severance agreements, did you enter into any other post-termination agreements
7 with the Swedish Club? If so, describe the nature, terms, and purpose of each agreement,
8 including any financial or non-financial considerations, and identify all individuals involved in
the decision-making process.

9 **ANSWER:**

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11 ☐ **INTERROGATORY NO. 21.: Additional Settlement or Retirement Funds:** Apart from
12 the two \$25,000 payments, did you receive any other settlement funds, retirement funds, or
13 financial compensation from the Swedish Club after your retirement or termination? If so,
14 provide the amount, date, purpose, and authorization details for each payment.

15 **ANSWER:**

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17 ☐ **INTERROGATORY NO. 22.: Communications Regarding Payments:** Describe all
18 communications you had with any individual or entity associated with the Swedish Club
19 (including board members, officers, or legal counsel) regarding any payments, settlements, or
20 agreements made to you after your retirement or termination, including the dates, methods of
communication, and substance of each discussion.

21 **ANSWER:**

22
23 ☐ **INTERROGATORY NO. 23.: Discovery Regarding Kristine Leander's Relationship**
24 **with Lars Matthiesen and Impact on Elizabeth Campbell.:** Describe in detail the nature and
25 extent of your personal relationship with Lars Matthiesen outside of Swedish Club activities
26 from its earliest date to the present, including the frequency of contact, types of interactions
(e.g., social, romantic, professional), and any specific events or activities you engaged in
together.

27 **ANSWER:**

1 **□ INTERROGATORY NO. 24.: Discovery Regarding Kristine Leander's Relationship**
2 **with Lars Matthiesen and Impact on Elizabeth Campbell.:** Did you and Lars Matthiesen
3 ever discuss Elizabeth Campbell's employment at the Swedish Club, her termination, or her
4 membership status? If so, provide the dates, locations, and a detailed summary of each such
discussion, including any statements Matthiesen made about Campbell.

5 **ANSWER:**

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8 **□ INTERROGATORY NO. 25.: Discovery Regarding Kristine Leander's Relationship**
9 **with Lars Matthiesen and Impact on Elizabeth Campbell.:** Describe any actions or
discussions between you and Lars Matthiesen that you believe contributed to Elizabeth
Campbell losing her job at the Swedish Club, including specific dates, communications, and the
context of those interactions.

11 **ANSWER:**

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14 **□ INTERROGATORY NO. 26.: Discovery Regarding Kristine Leander's Relationship**
15 **with Lars Matthiesen and Impact on Elizabeth Campbell.:** Describe any actions or
discussions between you and Lars Matthiesen that you believe impacted Elizabeth Campbell's
membership rights at the Swedish Club (e.g., attendance at board meetings, participation in club
events), including specific dates, communications, and the context of those interactions.

17 **ANSWER:**

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20 **□ INTERROGATORY NO. 27.: Discovery Regarding Kristine Leander's Relationship**
21 **with Lars Matthiesen and Impact on Elizabeth Campbell.:** Did Lars Matthiesen ever
mistreat Elizabeth Campbell in your presence or communicate to you any intent to mistreat her?
If so, provide a detailed description of each instance, including dates, locations, and the specific
actions or statements involved.

23 **ANSWER:**

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26 **□ INTERROGATORY NO. 28.: Discovery Regarding Kristine Leander's Relationship**
27 **with Lars Matthiesen and Impact on Elizabeth Campbell.:** Identify and summarize all
statements Lars Matthiesen made to you about Elizabeth Campbell from January 1, 2020, to the
present, including but not limited to her character, job performance, membership status, or
personal life, and provide the approximate dates and circumstances of each statement.

1 **ANSWER:**

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4 ☐ **INTERROGATORY NO. 29.: Discovery Regarding Kristine Leander's Relationship**
5 **with Lars Matthiesen and Impact on Elizabeth Campbell.:** Did you engage in any activities
6 with Lars Matthiesen, as alleged in paragraph 1.17 et seq. of the First Amended Complaint,
7 intended to “destabilize the decades-long friendship and intimate relationship” between
8 Matthiesen and Elizabeth Campbell? If so, describe those activities in detail, including dates,
9 locations, and your motivations.

10 **ANSWER:**

11 **Interrogatories Addressing Denials**

12 **For Defendant Kristine Leander (Re: Complaint ¶¶ 5.659–5.776 et seq.)**

13 ☐ **INTERROGATORY NO. 30.:** For each allegation in Complaint paragraphs 5.659 to 5.776
14 et seq. directed at Defendant Kristine Leander, state the specific factual basis for your denial in
15 the Answer. Include:

- 16 a) A detailed description of the facts supporting each denial.
17 b) The full name, contact information, and a summary of the knowledge of each witness who
18 can support your position.
19 c) The title, date, author, and current custodian of each document that supports your position.

20 **ANSWER:**

21 **REQUESTS FOR PRODUCTION**

22 ☐ **REQUEST FOR PRODUCTION NO. 1) Documents Related to the Letter:** All
23 documents, communications, or drafts related to the creation, sending, or receipt of the Letter,
24 including envelopes, notes, or correspondence discussing its contents or purpose; from
25 December 1, 2024 to the present.

26 **RESPONSE:**

27 ☐ **REQUEST FOR PRODUCTION NO. 2) Communications by Kristine Leander:** All
28 documents, including emails, texts, memos, or notes, authored by or involving Kristine Leander
that mention Plaintiff, Plaintiff’s employment, or Plaintiff’s membership at the Swedish Club
from August 15, 2020 to the present.

RESPONSE:

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3 **□ REQUEST FOR PRODUCTION NO. 3) Gossip Evidence:** All documents reflecting
4 statements or gossip about Plaintiff made by Kristine Leander, other Defendants, Swedish Club
5 employees or members, or third parties, as referenced in the Letter, including dates and
6 recipients; from August 15, 2020 to the present.

7 **RESPONSE:**
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9 **□ REQUEST FOR PRODUCTION NO. 4) Public Argument Records:** All documents,
10 reports, or communications held, received, or transmitted by You related to the “clamorous and
11 public argument” between Plaintiff and Lars Matthiesen at the Swedish Club on the evening of
12 December 17, 2021, including witness statements, incident logs, or correspondence about the
13 incident; from December 17, 2021 to the present.

14 **RESPONSE:**
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16 **□ REQUEST FOR PRODUCTION NO. 5) Employment Termination Records:** All
17 documents related to Plaintiff’s termination from employment at the Swedish Club, including
18 personnel files, performance reviews, disciplinary records, emails, meeting notes or
19 communications involving Kristine Leander or other Defendants, Swedish Club employees,
20 board members, or third parties; from March 1, 2021 to present.

21 **RESPONSE:**
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23 **□ REQUEST FOR PRODUCTION NO. 6) Membership Exclusion Records:** All
24 documents related to Plaintiff’s exclusion from the Swedish Club as a member, including
25 membership records, board minutes, board directors’/executive directors’ emails between each
26 other or to Plaintiff, or notices sent to Plaintiff, particularly those involving Plaintiff’s
27 membership, or Kristine Leander, or communications involving Kristine Leander or other
28 Defendants, Swedish Club employees, board members, or third parties; from August 15, 2020
to the present.

RESPONSE:

1 **□ REQUEST FOR PRODUCTION NO. 7) Scheme Documentation:** All documents
2 evidencing any plan, agreement, or “scheme” by Kristine Leander or other Defendants to
3 terminate Plaintiff’s employment or revoke Plaintiff’s membership, as alleged in the Letter,
including internal communications or directives; from December 1, 2021 to the present.

4 **RESPONSE:**

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7 **□ REQUEST FOR PRODUCTION NO. 8) Defendant Communications:** All
8 communications between Defendants from October 1, 2020 to the present discussing Plaintiff,
the Letter, or the claims in this lawsuit.

9 **RESPONSE:**

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12 **□ REQUEST FOR PRODUCTION NO. 9) Defendant Communications:** Produce all
13 emails, text messages, letters, or other written or electronic communications between you and
14 Gary Sund from October 1, 2021 to the present including any talking points, speeches,
15 suggested policy or position statements, agendas, and other supporting documents for him to
use during his tenure as President of the Swedish Club board of directors, including a speech
delivered by him at the April 20, 2022 annual members meeting.

16 **RESPONSE:**

17
18 **□ REQUEST FOR PRODUCTION NO. 10) Discovery on Leander-Matthiesen**
19 **Communications Affecting Campbell’s Job and Membership.** Produce all emails, text
20 messages, letters, or other written or electronic communications between you and Lars
21 Matthiesen from January 1, 2020, to the present discussing Elizabeth Campbell, her
employment at the Swedish Club, her termination, her membership status, or any alleged
mistreatment of her by Matthiesen or others.

22 **RESPONSE:**

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25 **□ REQUEST FOR PRODUCTION NO. 11) Discovery on Leander-Matthiesen**
26 **Communications Affecting Campbell’s Job and Membership.** Produce all emails, text
27 messages, letters, or other written or electronic communications between you and Lars
28 Matthiesen from January 1, 2020, to the present regarding your personal relationship outside of
Swedish Club activities, including any references to Elizabeth Campbell or her role at the club.

RESPONSE:

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4 **□ REQUEST FOR PRODUCTION NO. 12) Discovery on Leander-Matthiesen**
5 **Communications Affecting Campbell's Job and Membership.** Produce any notes, diaries,
6 journals, or other records in your possession reflecting discussions or interactions with Lars
7 Matthiesen about Elizabeth Campbell's employment, termination, membership rights, or alleged
8 mistreatment from January 1, 2020, to the present.

9
10 **RESPONSE:**

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12 **□ REQUEST FOR PRODUCTION NO. 13) Discovery on Leander-Matthiesen**
13 **Communications Affecting Campbell's Job and Membership.** Produce all communications
14 (e.g., emails, texts, memos) between you and Lars Matthiesen from January 1, 2020, to the
15 present that relate to actions or decisions impacting Elizabeth Campbell's job at the Swedish
16 Club, including but not limited to her termination.

17 **RESPONSE:**

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19 **□ REQUEST FOR PRODUCTION NO. 14) Discovery on Leander-Matthiesen**
20 **Communications Affecting Campbell's Job and Membership.** Produce all communications
21 (e.g., emails, texts, memos) between you and Lars Matthiesen from January 1, 2020, to the
22 present that relate to actions or decisions impacting Elizabeth Campbell's membership rights at
23 the Swedish Club, including but not limited to her attendance at board meetings or participation
24 in club events.

25 **RESPONSE:**

26
27 **□ REQUEST FOR PRODUCTION NO. 15) Discovery on Leander-Matthiesen**
28 **Communications Affecting Campbell's Job and Membership.** Produce any documents,
recordings, or correspondence in your possession reflecting statements made by Lars
Matthiesen to you about Elizabeth Campbell, her character, job performance, membership
status, or personal life from January 1, 2020, to the present.

RESPONSE:

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2 **□ REQUEST FOR PRODUCTION NO. 16) Discovery on Leander-Matthiesen**
3 **Communications Affecting Campbell's Job and Membership.** Produce any communications
4 or records in your possession from January 1, 2020, to the present documenting activities or
5 discussions with Lars Matthiesen intended to interfere with or destabilize Elizabeth Campbell's
6 relationship with Matthiesen, as alleged in paragraph 1.17 et seq. of the First Amended
7 Complaint.
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9 **RESPONSE:**
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14 **□ REQUEST FOR PRODUCTION NO. 17) Discovery on Leander-Matthiesen**
15 **Communications Affecting Campbell's Job and Membership.** All communications between
16 Defendants from October 1, 2020 to the present discussing Plaintiff, the Letter, or the claims in
17 this lawsuit.
18

19 **RESPONSE:**
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22 **□ REQUEST FOR PRODUCTION NO. 18.: Documents Related to \$25,000 Payments:**
23 Produce all documents related to the two \$25,000 payments you received from the Swedish Club
24 after your retirement or termination, including but not limited to payment records, bank
25 statements, authorization letters, emails, and meeting minutes, from the date of your retirement
26 or termination to the present.
27

28 **RESPONSE:**
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31 **□ REQUEST FOR PRODUCTION NO. 19.: Retirement Settlement Agreements:** Produce
32 all documents related to any retirement-related settlement agreements between you and the
33 Swedish Club, including drafts, final agreements, and communications discussing the terms or
34 authorization of such agreements, from the date of your retirement or termination to the present.
35

36 **RESPONSE:**
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39 **□ REQUEST FOR PRODUCTION NO. 20.: Severance Agreements:** Produce all documents
40 related to any severance agreements or payments you received from the Swedish Club, including
41 contracts, payment records, and communications with the Swedish Club's board, officers, or
42 legal counsel, from the date of your retirement or termination to the present.
43

44 **RESPONSE:**
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3 **☐ REQUEST FOR PRODUCTION NO. 21.: Other Post-Termination Agreements:**

4 Produce all documents related to any post-termination agreements (other than retirement or
5 severance agreements) between you and the Swedish Club, including contracts, correspondence,
6 and notes discussing the purpose or terms of such agreements, from the date of your retirement
or termination to the present.

7 **RESPONSE:**
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10 **☐ REQUEST FOR PRODUCTION NO. 22.: Additional Settlement or Retirement Funds:**

11 Produce all documents evidencing any settlement funds, retirement funds, or other financial
12 compensation you received from the Swedish Club after your retirement or termination, beyond
the two \$25,000 payments, including payment records, emails, and authorization documents,
from the date of your retirement or termination to the present.

13 **RESPONSE:**
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16 **☐ REQUEST FOR PRODUCTION NO. 23.: Communications About Payments:** Produce
17 all communications, including emails, texts, and notes, between you and any individual or entity
18 associated with the Swedish Club (including board members, officers, or legal counsel)
regarding payments, settlements, or agreements made to you after your retirement or termination,
from the date of your retirement or termination to the present.

19 **RESPONSE:**
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DECLARATION OF RESPONDING PARTY

I declare under the penalty of perjury under the laws of the State of Washington that:

- a) I am the Defendant in this action and am authorized to make the foregoing answers.
- b) I have made a reasonable inquiry of all available sources of information such that Plaintiff may rely on these answers as the truthful and complete answers made on behalf of this answering Defendant.
- c) I have read the foregoing answers, know the contents thereof, and believe them to be true and correct.

DATED this ____ day of _____, 2025 at _____, Washington.

Name DEFENDANT - KRISTINE LEANDER

CERTIFICATE OF SERVICE

I, Elizabeth A. Campbell, certify that on April 16, 2025 I caused to be served a true and correct Word and PDF copy of the foregoing INTERROGATORIES AND REQUEST FOR PRODUCTION TO DEFENDANT KRISTINE LEANDER via the method indicated below and addressed to the following:

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I certify under penalty of perjury under the laws of the state of Washington that the foregoing
is true and correct.

DATED April 16, 2025, at Seattle, Washington.



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