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

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

11 vs.

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

**NO. 23-2-25128-8 SEA**

**DECLARATION OF ELIZABETH  
A. CAMPBELL RE: MILLER  
DOSSIER EXHIBIT**

19 I, Elizabeth A. Campbell, declare as follows:

- 20 1. I am the Plaintiff in this matter. I make this declaration in support of my Motion for  
21 Spoliation Sanctions and to provide the Court with a synthesized evidentiary analysis of  
22 Langdon Miller's role and conduct as a fiduciary leader of the Swedish Club.  
23  
24 2. Attached hereto as Attachment 1 is a document I compiled and authored, titled 'Miller  
25 Dossier Expanded.' This Dossier consolidates factual and evidentiary material drawn  
26 from case filings, discovery responses, and public records.

1 3. The Dossier is based on: (a) excerpts from the Second Amended Complaint (Dkt.  
2 #180); (b) interrogatory and RFP responses provided by Langdon Miller and the Swedish  
3 Club; (c) discovery correspondence and document control assertions by defense counsel;  
4 and (d) previously filed pleadings in the Swedish Club receivership and fiduciary duty  
5 case, which although voluntarily dismissed, remain factually relevant, and (e) King  
6 County Superior Court records.

7  
8 4. As Board President, Langdon Miller bore a statutory and fiduciary duty under  
9 Washington law (see RCW 24.03A.495 et seq. and guidance from the Secretary of State)  
10 to exercise loyalty, care, and oversight over Club operations and executive staff. His  
11 failures, as outlined in the Dossier and supported by exhibits, form a critical link in the  
12 damages to Plaintiff, the  
13 obstruction of discovery and potential destruction or misrepresentation of documents.

14 5. I certify that this document and its attachments were compiled in good faith and are  
15 intended to provide a clear evidentiary basis for the relief sought.  
16

17 I declare under penalty of perjury under the laws of the State of Washington that  
18 the foregoing is true and correct.

19 Executed this 21st day of May, 2025, at Seattle, Washington.

20 ELIZABETH A. CAMPBELL, MPA

21   
22

23 Plaintiff, Pro Se  
24 3826 24<sup>th</sup> Ave W  
25 Seattle, WA. 98199  
26 206-769-8459  
neighborhoodwarrior@gmail.com

## I. PROFILE OF LANGDON MILLER

**Title:** President, Board of Directors

**Affiliation:** Swedish Club, Seattle

**Role Duration:** 2024–2025 (continuing)

**Email:** langdonlmiller@gmail.com

**Swedish Club Status:** Langdon Miller has held governance authority over the Swedish Club during the period of its most significant collapse in fiduciary integrity, cultural health, and financial operations. As a long-standing board member and as Board President since April 2023, Miller's presence is a constant through mismanagement scandals, retaliatory actions, and operational disarray. The Second Amended Complaint and May Complaint describe him as one of the Club's most professionally capable board members, particularly in finance. Yet, at every key inflection point, Miller either remained silent, issued cosmetic statements, or actively reinforced systems of abuse.

**Board Leadership Style:** Centralized, public-facing, strategically deferential to select staff and volunteer figures (notably Stina Cowan and Kim Jacobs). Frequently issues grand, affirmational language minimizing institutional conflict. SAC describes Miller as "a wealthy and successful doctor who is both seasoned in finance and known in the community for his intelligence and stature," compounding the gap between capacity and failure (SAC, p. 22).

### **Miller's Professional Pedigree and Financial Acumen:**

Dr. Miller holds an M.D. from Northwestern, completed an oncology fellowship at Stanford, and has held senior roles in major biotech companies including Cleveland BioLabs and Solve Therapeutics. SolveTx launched with a \$126 million Series A financing. His base compensation has exceeded \$300,000 with additional bonuses, benefits, and consulting income (SAC, pp. 308–309).

Miller's background heightens expectations for competent oversight, particularly as Miller served not only as Board President but at one point also Interim Treasurer. Despite his elite credentials, the Club's financial records went unreconciled for more than 16 months, bylaws revisions lacked transparency, club management and operations, membership, governance deteriorated.

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## II. FINANCIAL GOVERNANCE AND ACCOUNTING CONCERNS

### **A. Failure to Reconcile Financial Records (16+ Months)**

- **Observation:** Reconciliation of financial accounts had not occurred since **August 2023**, with the issue identified only in early **2025**.
  - (Source: February 2025 Newsletter, p. 3 (VOL. 64, ISSUE 2)  
“It appears that reconciliation of our financial accounts has not been performed since August 2023.”)
- Miller acknowledges this lapse in February 2025 and attributes corrective action to incoming Treasurer **Gunilla Luthra**, consulting bookkeeper **Kathy Preston Ehrlich**, and the accounting firm **Traner-Smith**.
- Despite his role as Interim Treasurer in January 2025, Miller **discloses no personal responsibility** for the prolonged failure to maintain financial records or oversight of IRS Form 990 compliance.

#### **B. Delayed or Faulty IRS 990 Filings**

- The Club's **2023 Form 990 had not been filed properly or timely**, and the 2024 form was pending correction as of March 2025.
  - \_ (Source: February 2025 Newsletter, p. 3  
“...correct our IRS Form 990 for 2023 and submit our 2024 IRS Form 990 in a timely fashion.”)
- Public framing in Miller’s letters positions these issues as institutional rather than tied to individual failures in governance.

#### **C. Overlap of Roles—President & Treasurer**

- **Observation:** Langdon Miller was serving as both **President** and **Interim Treasurer** as of early 2025.
  - \_ (Source: January 2025 Newsletter, p. 8 (VOL. 64, ISSUE 1)  
“INTERIM TREASURER | Langdon Miller”)

#### **D. Successive Treasurers—Collapse of Rudimentary Financial Management<sup>1</sup>**

- **Observation:** Langdon Miller was serving as both **President** and **Interim Treasurer** as of early 2025.<sup>2</sup>

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<sup>1</sup> Swedish Club. Swedish Club News. 2022, 2023, 2024, 2025.

<sup>2</sup> Source: January 2025 Newsletter, p. 8 (VOL. 64, ISSUE 1 “INTERIM TREASURER | Langdon Miller”)

- In January of 2022 the board was looking for a successor treasurer to Larry Omdahl. It is not until August that year that former treasurer and then current board member Judith Petrick assumed the position. In 2023 she was replaced by Neal Snyder in April who served until March of 2024.
- In September 2023 then director Elizabeth Norgren fired Toene Hayes the Swedish Club's staff accountant/bookkeeper. Norgren informed the board that she and the facilities manager would do the bookkeeper work Toene had taken care of. Based on the statement by Miller, Norgren's management of the Club's financial records never materialized.
- Following Neal Snyder's resignation in March, for a brief six month period board member Ib Odderson was the Club's treasurer. He and two other board members resigned in November, 2024.
- Following Ib Odderson's resignation as treasurer, Anna Faino was treasurer until she resigned from the board along with Odderson and the board's secretary, Mary Emerson.
- In December 2024 Kim Jacobs was treasurer for that month only followed by Langdon Miller serving in January and February 2025 as interim treasurer. In March 2025 Gunilla Luthra succeeded Miller as treasurer.

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### III. EMPLOYMENT AND STAFFING DECISIONS

#### A. Appointment of Kim Jacobs

Kim Jacobs, a former employee of the Swedish Finn Historical Society, was hired without a competitive process after volunteering for several weeks.

Her hire by Interim Executive Director Stina Cowan occurred while she was an active Board Trustee, triggering her resignation from the board — a potential conflict of interest, which **Miller attempts to neutralize by emphasizing gratitude and necessity.**

#### B. Overlapping Roles and Concentrated Power

Multiple operational roles appear concentrated among a small inner circle: Cowan (Interim ED turned Cultural Director), Jacobs (Board member turned Assistant ED), and Luthra (Treasurer). Miller, at one point, held both President and Treasurer roles.

These concentrated assignments suggest a pattern of board insularity, with unclear adherence to transparent hiring or oversight norms.

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## IV. GOVERNANCE AND BYLAWS ACTIVITIES

### A. Lack of Transparent Governance Reform Process

Under Miller, the Governance and Bylaws Committee met biweekly, with long-serving board members or members deeply embedded in operations, but detailed results of governance reform were not shared with members in writing. Revisions were vaguely referenced and no timeline or transparent review process was disclosed. (February 2025 Newsletter, Vol. 64, Issue 2, p. 3: '...working hard on putting together more resilient and useful bylaws...')

### B. Bylaws Revisions and Committee Control

- Proposals regarding board structure, “conduct of conduct,” and procedures were in progress for much of 2025, but no timeline or member-led review process was disclosed.
- **Deliberative opacity** is implied — detailed results of governance reform are promised but not shared until after the fact (members’ monthly dinner”, and “legal counsel consultation” is cited as a reason for slow progress.
- **Observation:** The Governance & Bylaws Committee met frequently, but reforms were vaguely referenced and not shared with the membership.<sup>3</sup>

### C. Entrenched Board Composition with Minimal Turnover

- **Observation:** Miller notes that all 12 current directors, including himself, intend to continue serving, with 8 standing for election in April 2025.<sup>4</sup>

### D. Board Consolidation and Role Redundancy

- Multiple operational roles appear concentrated among a small inner circle: Cowan (Interim ED turned Cultural Director), Jacobs (Assistant ED), and Luthra (Treasurer). Miller, at one point, held both President and Treasurer roles.
- These concentrated assignments suggest a **pattern of board insularity**, with unclear adherence to transparent hiring or oversight norms.

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## V. FACILITIES, MAINTENANCE, AND PROPERTY ISSUES

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<sup>3</sup> Source: February 2025 Newsletter, p. 3

<sup>4</sup> Source: February 2025 Newsletter, p. 4

### A. Deferred Maintenance at Club-Owned Dexter Avenue Property (1749–1751)<sup>5</sup>

- A professional inspection (Dec. 2024) found the Club’s secondary property in “fair to average” condition; including nominal upkeep, required maintenance and upkeep hadn’t been done since **January 2023**.
- Repairs were estimated at \$43,000, but no line-item budget or timeline was shared.

### B. Lender Involvement and Financial Exposure

- **Observation:** The Club’s mortgage lender expressed interest in refinancing; discussions of the property's future are ongoing.
- Miller’s board met with Global Credit Union regarding mortgage extension past September 2025 — suggesting **ongoing financial obligations** with minimal disclosure to members.

### C. Boiler and Electrical Panel Work

- Surprise health inspection (Jan. 2025) found minor sanitation issues. Meanwhile, the **Club’s electrical panels were flagged by its insurer** due to old FPE circuit breakers, necessitating external bids.

These multiples of property management lapses raise **questions of deferred maintenance** under Miller’s presidency.

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## VI. PUBLIC MESSAGING AND SELECTED CONTRASTS AND SELF-PRAISE THEMES

### A. Retaliatory Narrative Against Dissenting Member

- In February 2025, Miller addresses unnamed "false allegations" made by a former leader — clearly referring to litigation matters (i.e., your case) — and **labels them disingenuous, angry, and misleading**, without naming the speaker or addressing substance.

### B. Glossing Over Structural Gaps

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<sup>5</sup> Source: February 2025 Newsletter

- **Observation:** Miller frequently celebrates volunteerism and minor achievements while sidestepping the broader governance or financial gaps.<sup>6</sup>
- Miller's messaging is crafted to **frame internal dissent as personal resentment**, reinforcing a narrative of harmony and gratitude among members.
- This is a **strategic deflection**, signaling potential reputational management or pre-litigation positioning.

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## VII. MILLER'S RESPONSE TO CRITICISM AND WHISTLEBLOWERS

### A. REFUSAL TO REINSTATE PLAINTIFF AND CONTINUED RETALIATION

- "In December 2024, Plaintiff requested reinstatement, which was rejected by Defendants Swedish Club, its board officers (Langdon Miller... etc.), retaliating for her protected activities."
  - \_(Source: May 2025 Complaint, ¶18)
- "Plaintiff's exclusion... contrasts with Skrinde's reinstatement, showing disparate treatment and retaliation."
  - \_(Source: May 2025 Complaint, ¶23)
- Despite the departure of nearly all staff associated with the alleged incident, Miller and co-defendants refused Plaintiff's request for reinstatement. This retaliation was perpetuated in communications involving Bigos, but with board consent and direction — including Miller.

### B. DEFAMATORY NARRATIVES MAINTAINED

- "Defendants Swedish Club, Miller... defamed Plaintiff by perpetuating Smith's 'dangerous' slur... claiming Plaintiff's attendance would be 'socially uncomfortable' and cause 'disruption'..."
  - \_(Source: May 2025 Complaint, ¶31)
- Miller was among the parties responsible for maintaining the defamatory justification for Plaintiff's exclusion — one that originated from a fabricated disciplinary record, now carried forward as institutional lore.

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<sup>6</sup> Source: January 2025 Newsletter, p. 3

## **VIII. FAILURE TO RESPOND TO LEGAL NOTICES AND PROTECTED DISCLOSURES**

### **A. EEOC, SOCR, AND OTHER FILINGS PROVIDED TO DEFENDANTS**

“Ms. Campbell complained to the Defendants’ management, managers, and legal counsel about the hostile workplace, the harassment and discrimination... Defendants had verbal and written notices from Ms. Campbell and others about the harassment and discriminatory conduct, and the hostile environment, and failed to undertake prompt, effective remedial action reasonably calculated to end the complained of conduct and hostile environment against Ms. Campbell.”

**Source:** 2nd Amend COAs Only 05-12-25.pdf, FORTY-FIFTH COA – Hostile Work Environment (Title VII)

“In violation of the Washington Law Against Discrimination (WLAD), Defendant’s actions and/or omissions constitute disparate treatment, a hostile work environment, and discrimination in Ms. Campbell’s terms or conditions of employment... [based on] complaints to the U.S. Equal Employment Opportunity Commission, Washington State Human Rights Commission, and Seattle Office of Civil Rights, and to the Swedish Club’s attorney’s and board of directors.”

**Source:** 2nd Amend COAs Only 05-12-25.pdf, FORTY-THIRD COA – Retaliation

Plaintiff provided multiple layers of notice to both legal counsel and the board — including President Langdon Miller — regarding unlawful conduct occurring at the Swedish Club. These included filings with federal and state enforcement agencies such as the EEOC, SOCR, and WSHRC, and direct written and verbal disclosures to the Club’s board and retained attorneys.

Despite this, there is no documented evidence in the newsletters or public-facing records of the Club acknowledging the filings or initiating remedial internal investigations — a lapse of leadership responsibility that falls squarely within Miller’s purview as Board President.

### **B. LEGAL AND FIDUCIARY CONSEQUENCES OF NON-ACTION**

Under Washington law and federal anti-discrimination statutes, a board president who is notified of protected disclosures and fails to initiate corrective action may be held individually liable under theories of aiding and abetting, negligence, and retaliation. The SAC further alleges that this inaction was not due to ignorance, but strategic indifference — or worse, deliberate suppression.

“Defendants and their supervisors and employees created and perpetuated a hostile work environment... refused to eliminate harassment and discrimination... Ms. Campbell complained... [they] failed to undertake prompt, effective remedial action reasonably

calculated to end the complained of conduct.”

**Source:** 2nd Amend COAs Only 05-12-25.pdf, FORTY-SIXTH COA – Hostile Work Environment (WLAD)

“By terminating Ms. Campbell after and because she complained about discrimination... Defendants violated SMC 14.20.035.”

**Source:** 2nd Amend COAs Only 05-12-25.pdf, FORTY-FOURTH COA – Retaliation under SMC 14.20

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## **IX. OBSTRUCTION THROUGH DISCOVERY NON-COMPLIANCE**

### **A. BLANKET OBJECTIONS IN INTERROGATORY RESPONSES**

In his responses to Plaintiff’s First Set of Interrogatories, Miller refused to substantively answer nearly every question. Even where topics were directly relevant to causes of action—such as Plaintiff’s exclusion from the Club, defamatory narratives, or board committee activities—he cited overbreadth, burdensomeness, and irrelevance.

#### **Examples:**

- Interrogatory No. 3: Refused to answer questions about Kristine Leander’s actions in Plaintiff’s termination.
- Interrogatory No. 6: Refused to disclose knowledge of actions leading to Plaintiff’s firing.
- Interrogatory No. 9: Refused to identify any coordinated efforts among defendants regarding Plaintiff’s exclusion.

(Source: Campbell - L. Miller’s.pdf)

These evasions form the basis for a motion to compel and further support a motion for spoliation, as they frustrate discovery of basic facts central to the claims.

### **B. REFUSAL TO DISCLOSE CUSTODIAL RESPONSIBILITY**

Miller refused to provide specific details about the governance and bylaws committee, despite holding board authority. In conjunction with the Club’s RFP responses, which repeatedly state that documents are “not in the possession, custody, or control” of the Swedish Club, this obstructs accountability.

(Source: Group 2 SC Resp Re Custody.pdf)

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## **X. MISREPRESENTED DOCUMENT CONTROL AND DATA CUSTODY**

Plaintiff's prior correspondence with counsel for Leander and Hayes in 2024 confirmed that critical records were housed on the Swedish Club's servers. Kristen Barnhart, then representing Group 2 defendants, acknowledged these documents were stored internally and subject to possible exchange in a proposed settlement.

Nonetheless, current defense responses disclaim custody and suggest those materials are unavailable—a stark contradiction undermining defense credibility and supporting relief for document loss.

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## **XI. LEGAL CLAIMS NAMING MILLER**

### **A. FROM THE SECOND AMENDED COMPLAINT (SAC)**

- Thirty-Ninth COA – National Origin Discrimination (Failure to hire and differential treatment)  
(Source: SAC, COA 39)
- Fortieth COA – Disability Discrimination (Failure to accommodate and adverse actions)  
(Source: SAC, COA 40)
- Forty-First COA – Age Discrimination (Denial of opportunity, demotion)  
(Source: SAC, COA 41)
- Forty-Second COA – Gender Discrimination (Pay disparity, fewer hours, promotion denial)  
(Source: SAC, COA 42)
- Forty-Third COA – Retaliation under WLAD (Adverse actions due to complaints)  
(Source: SAC, COA 43)
- Forty-Fourth COA – Retaliation under SMC 14.20 (Municipal law protections violated)  
(Source: SAC, COA 44)
- Forty-Fifth COA – Hostile Work Environment under Title VII (Ongoing workplace abuse)  
(Source: SAC, COA 45)
- Forty-Sixth COA – Hostile Work Environment under WLAD (Sustained hostility, failure to intervene)  
(Source: SAC, COA 46)
- Forty-Seventh COA – Freedom from Discrimination Declaration (Broad-based discrimination)

(Source: SAC, COA 47)

- Forty-Eighth COA – Failure to Provide Rest and Meal Periods (Labor law violations)  
(Source: SAC, COA 48)
- Forty-Ninth COA – Unpaid Wages (Minimum wage act violations)  
(Source: SAC, COA 49)

## **B. FROM THE MAY 2025 COMPLAINT**

- RCW 49.60.215 and SMC 14.06 Violations (Discriminatory exclusion and retaliation)
- (Source: May 2025 Complaint, ¶¶27, 29)
- Defamation (Knowingly or recklessly perpetuating falsehoods)  
(Source: May 2025 Complaint, ¶31)
- Civil Conspiracy (To exclude Plaintiff in retaliation for litigation)  
(Source: May 2025 Complaint, ¶34)
- Aiding and Abetting (Substantial assistance in illegal conduct)  
(Source: May 2025 Complaint, ¶36)

These legal claims against Miller elevate him from an alleged enabler to a direct actor in discriminatory, retaliatory, and potentially unlawful employment practices. His leadership during these events is the common thread of continuity linking board awareness with executive harm.

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## **XII. CONCLUSIONS AND LITIGATION-RELEVANT THEMES RE MILLER**

### **Key Findings:**

1. **Financial mismanagement or neglect** persisted through Miller’s tenure, masked by later appointments and superficial transparency.
2. **Employment practices lack formal documentation**, with key roles filled by insiders during transitional periods.
3. **Property and insurance risks** were under-addressed or delayed, exposing liability.
4. **Miller’s public letters downplay conflict and frame accountability as collective**, even when failures clearly link to his board presidency.

5. His tone routinely **amplifies appreciation, volunteers, and celebration**, while **dismissing serious critique** as emotional or misinformed.

This dossier supports legal arguments about **misrepresentation, fiduciary lapses, governance opacity**, and potentially retaliatory narratives aimed at silencing dissenting voices.

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### **XIII. SUMMARY—STRATEGIC APPLICATIONS**

This dossier will be used in support of:

- **Spoliation Motion:** Miller’s obstructive responses, failure to disclose, and the Club’s misstatements about document control support an inference of intentional concealment or destruction.
- **Motion to Compel\*\*:** As a primary fiduciary and governance leader, Miller’s blanket objections and refusal to supply factual responses hinder Plaintiff’s ability to obtain core discovery.
- **Trial Narrative:** Demonstrates a disturbing pattern—an elite, capable leader who, instead of exercising oversight, facilitated or tolerated decay, retaliation, and opacity.

#### **Additional Sources:**

- SAC excerpts, Dkt. #180, filed 04-21-25
- Miller Discovery Responses (Campbell - L. Miller’s.pdf)
- Group 2 SC Discovery Responses (Group 2 SC Resp Re Custody.pdf)

#### **Exhibits   Pages 1 To 104**

Exhibit A – Second Amended Complaint, Dkt. #180 (SAC, filed 04-21-25)   **Pages 1 To 7**

Exhibit B – Defendant Langdon Miller’s Responses to Plaintiff’s First Interrogatories and Requests for Production   **Page 8 To 48**

Exhibit C – Swedish Club’s Responses to Plaintiff’s Requests for Production re: Custody of Documents   **Page 49**

Exhibit D – May 2024 Email Chain with Kristen Barnhart regarding server location of Swedish Club documents   **Pages 50 To 104**

WITNESS DOSSIER

**EXHIBIT A**  
**SAC Dkt. #180 Pages Re Miller**

1           5.922. At both of the meetings on November 22nd and November 29th (2022) between  
2 Ms. Alaimo and Ms. Campbell, Ms. Alaimo represented to Ms. Campbell that she was nominally  
3 the human resources director, that she really reported to a woman attorney at Lane Powell.

4           5.923. Ms. Alaimo unequivocally stated to Ms. Campbell that she was in a position to  
5 grant her confidentiality for anything she shared with Ms. Alaimo, that it would not be shared with  
6 the Swedish Club, particularly Ms. Leander; in fact, that was one of the first statements Ms.  
7 Alaimo made when her and Ms. Campbell met for the first time on November 29th.

8           5.924. After meeting with Ms. Alaimo on November 29th Ms. Campbell texted fellow  
9 member Lorelei Stevens on the afternoon of November 30th and noted to her who it is that Ms.  
10 Alaimo told Ms. Campbell she works for, “Turns out Sarah works for atty.”<sup>306</sup>

11           5.925. On December 12, 2022 Ms. Ross wrote to Ms. Campbell and repeated her  
12 statements about Ms. Alaimo telling Ms. Ross she worked for the attorneys representing the  
13 Swedish Club’s insurer, “I told you that was what she was there for...I wasn’t making it up... She  
14 said and I quote... I’m her [sic] to get information to give to lawyer!” Ms. Ross continued on,  
15 “Sarah.... Is not an HR person! She may be paid by SC.... But she reports back to the new  
16 attorney.”

17           Ms. Campbell replied back to Ms. Ross, “When I talked to in [sic] her office, she tried  
18 to tell me that our conversation was confidential – but the reality is the only person you have  
19 confidentiality with is your own lawyer, not the HR person... Well personally these stories  
20 across the board are not making sense – they lack ‘continuity’ shall we say, and defy  
21 credulity.”

22           **Q. THE SCBOD – DUTIES, STANDARDS OF CARE, LOYALTY**

23           5.926. The present directors (\*) of the Swedish Club have served for the following  
24 number of years:

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26           <sup>306</sup> Campbell, Elizabeth. Text message to Lorelei Stevens. Messages. Nov 30m 2022 at 5:00 PM

| Board Member     |   | Min. Years On Board | Start     | End        |
|------------------|---|---------------------|-----------|------------|
| Gary Sund        | * | 9.31                | 11/1/2014 | 2/21/2024  |
| Langdon Miller   | * | 4.14                | 1/1/2020  | 2/21/2024  |
| Mary Emerson     | * | 7.90                | 4/1/2016  | 2/21/2024  |
| Larry Omdal      |   | 2.25                | 1/1/2020  | 3/31/2022  |
| Kris Johansson   | * | 4.14                | 1/1/2020  | 2/21/2024  |
| Martin Johansson | * | 3.73                | 6/1/2020  | 2/21/2024  |
| Ib Odderson      | * | 4.14                | 1/1/2020  | 2/21/2024  |
| Judith Peterick  | * | 8.82                | 5/1/2015  | 2/21/2024  |
| Dale Roberts     |   | 3.00                | 1/1/2020  | 12/31/2022 |
| Neil Snyder      | * | 4.23                | 12/1/2019 | 2/21/2024  |
| Shama Albright   | * | 2.81                | 5/1/2021  | 2/21/2024  |
| Molly Smith      |   |                     |           |            |
| Olson            | * | 2.81                | 5/1/2021  | 2/21/2024  |
| Lori Reinhall    |   | 1.67                | 5/1/2021  | 12/31/2022 |
| Anna Faino       | * | 1.81                | 5/1/2022  | 2/21/2024  |
| Don Wahlquist    |   | 0.75                | 1/1/2020  | 9/30/2020  |
| Vi Reno          |   | 1.42                | 1/1/2020  | 6/1/2021   |

5.927. Select SCBOD Director's Professional Backgrounds:

Gary Sund, "He graduated from the UW with a degree in civil engineering and spent his career in the planning, design, construction and management of municipal facilities for several cities on the Eastside."<sup>307</sup>

Langdon Miller, "His background [is] as a consulting physician in the field of oncology."<sup>308</sup> And President and CMO of Cleveland BioLabs, Inc.

Dr. Miller has been the President and Chief Medical Officer of Cleveland BioLabs, Inc. since 2015. He previously served as a strategic adviser to the Company beginning in 2014. Dr. Miller has maintained a drug development consultancy, Sound Clinical Solutions, SP, located in Seattle, WA since 2013 and has served as a consulting Chief Medical Officer to Oncternal Therapeutics, Inc., located in San Diego, CA, since August 2016. Dr. Miller has served on the board of Dunn Gardens, a private, not-for-profit organization, since 2013 and was appointed to the board of Swedish Club, a private, not-for-profit organization in April of 2019. Since April 2018, Dr. Miller has also served as Executive Vice President and Chief Medical Officer of VelosBio Inc., a private biopharmaceutical company.

<sup>307</sup> Leander, Kristine. "New Board Members." *Swedish Club News*. Vol. 54, Issue 2 : February 2015.

<sup>308</sup> Leander, Kristine. "New Board Members." *Swedish Club News*. Vol. 58, Issue 4: April 2019.

# EXHIBIT A

## SAC Dkt. #180 Pages Re Miller

1 Dr. Miller has more than 25 years of experience in the design and conduct of  
2 translational and clinical drug development programs in oncology (both in hematological  
3 and solid tumors) and orphan diseases (including cystic fibrosis, muscular dystrophy, and  
4 hemophilia). He has worked in all phases (phase 1-4) of drug development, from first-in-  
5 human studies through pivotal registration-directed trials to medical affairs programs and  
6 has filed multiple INDs, CTAs, NDAs and orphan drug applications. ...He has authored  
7 over 100 regulatory documents and publications.

8 Dr. Miller has held leadership positions in government and in large and small  
9 biopharmaceutical companies...He holds a Doctorate of Medicine from Northwestern  
10 University and completed his residency in internal medicine at the University of Minnesota  
11 and an oncology fellowship at Stanford University.<sup>309, 310, 311</sup> Solve Therapeutics, Inc.  
12 (SolveTx), an oncology-focused biopharmaceutical company, has launched with the  
13 mission of developing novel antibody-based therapies targeting tumor-specific antigens.  
14 Solve Therapeutics' initial \$126 million Series A financing was completed with a syndicate  
15 of venture capital firms including Matrix Capital Management, Decheng Capital, General  
16 Atlantic, and Surveyor Capital/Citadel,

17 The company's formation reunites the former VelosBio Inc. team. SolveTx is fully  
18 operational with more than 25 employees and is actively pursuing discovery and  
19 development efforts at its 10,000-square-foot laboratory in San Diego.

20 Solve Therapeutics' management team is headed by chief executive officer Dave  
21 Johnson. The founding members of Solve Therapeutics from VelosBio who have worked  
22 with Johnson to establish the new company include Langdon Miller, executive vice  
23 president of development and chief medical officer."<sup>312</sup>

24 Ib Odderson, "Dr. Ib Odderson, MD, PhD is a physical medicine & rehabilitation  
25 specialist in Bellevue, WA and has over 38 years of experience in the medical field. He  
26 graduated from Vanderbilt University in 1985."<sup>313</sup>

<sup>309</sup> "Directors, Executive Officers and Corporate Governance. Part III U.S. SEC "Cleveland Biolabs, Inc. Form 10-K/A (Amendment No. 1.

[https://www.sec.gov/Archives/edgar/data/1318641/000143774920008857/cbli20200428\\_10ka.htm](https://www.sec.gov/Archives/edgar/data/1318641/000143774920008857/cbli20200428_10ka.htm)

<sup>310</sup> Pursuant to the terms of the Miller Agreement, Dr. Miller will serve as the Company's President and Chief Medical Officer until the earlier of July 9, 2020 or his termination pursuant to the terms of the agreement. Under the Miller Agreement, Dr. Miller will be classified as an hourly exempt employee and will receive an initial base salary of \$300,000, which is subject to review by the Board (or a committee thereof) in its sole discretion, but may not be decreased other than in the instance of an across-the-board salary reduction affecting all executive officers of the Company. In the event Dr. Miller works more than 1,000 hours during any annual period, upon approval by the Company, Dr. Miller shall thereafter be paid an hourly rate of \$350 per hour for work conducted for the remainder of the year. Additionally, Dr. Miller shall be eligible to participate in the Company's Annual Executive Bonus Plan based on a base pay rate equal to 50% of Dr. Miller's base salary, subject to the terms and conditions of such plan, as revised from time to time. The Company is required to reimburse Dr. Miller for all reasonable business expenses incurred by him in performing the services under the Miller Agreement.

<sup>311</sup> See additional information re Dr. Miller's financial prowess at

<http://www.chinabiotoday.com/articles/exclusive-decheng-velosbio>

<sup>312</sup> PRNewswire. "Solve Therapeutics Announces Mission to Advance Novel Antibody-Based Therapies Against Cancer-Specific Targets. Solve Therapeutics, Inc. PRNewswire.com. December 14, 2022.

<sup>313</sup> UW Medicine. Patient Resources. Uwmedicine.org/bios. January 2024

1        Judith Peterick, Treasurer - City of Seattle Comptroller's Office lead (retired). "A  
2        former CPA, has dedicated the past few years to professionally organizing the Club's  
3        financial records."<sup>314</sup>

4        Mary Emerson, Board Secretary - "She has a bachelor's degree in finance and  
5        marketing, and has worked for many years in the insurance industry, both in underwriting  
6        and marketing."<sup>315</sup>

7        Molly Olson Smith, Vice President - "Co-owner automotive dealerships, IT and  
8        networking infrastructure for same. Real estate investing. Small web business start-up."<sup>316</sup>

9        Anna Faino, Director - "Is the manager of biostatisticians at Seattle Children's Core  
10        for Biostatistics, Epidemiology and Analytics in Research (BEAR), and is a member of the  
11        Biostatistics, Epidemiology and Research Design (BERD) consulting service within ITHS.  
12        Anna has an educational background in biostatistics, mathematics and psychology. She has  
13        extensive experience with risk prediction modeling, longitudinal data analysis, and causal  
14        inference."<sup>317</sup>

15        Martin Johansson, Senior Manager of Development Communications Seattle  
16        Symphony - "Fundraising: I envision, plan and execute all aspects of the Friends of the  
17        Seattle Symphony community fundraising campaign, generating \$1.72M in revenue during  
18        fiscal year 2020. I manage special initiatives, including our monthly giving program, which  
19        has the highest donor retention rate year-over-year.

20        Communications: I design, create and execute multi-channel communications to  
21        drive successful revenue outcomes and deliver timely reporting on impact to stakeholders,  
22        externally and internally. I craft executive-level messaging to the Seattle Symphony  
23        community that distills our mission and motivates action. I collaborate cross-  
24        organizationally with colleagues in marketing and press relations to ensure consistently  
25        high-quality communications that serve all our constituents and the broader Seattle  
26        community."<sup>318</sup>

5.928. Former executive director, defendant Ms. Leander holds a Ph.D. Education.

5.929. In addition, Ms. Campbell is informed and believes and upon such information  
and belief alleges that the club's current executive director, defendant Ms. Norgren, is alleged  
to hold a BA in economics.

5.930. For over nine months in 2020 Ms. Leander and the SCBOD engaged in a  
conspiracy of silence to keep the rest of the Swedish Club members from knowing about a

<sup>314</sup> Leander, Kristine. "New Board Members." *Swedish Club News*. Vol. 58, Issue 4: April 2019.

<sup>315</sup> Leander, Kristine. "Annual Meeting Update." *Swedish Club News*. Vol. 55, Issue 4: April 2016

<sup>316</sup> Smith, Molly. "About." LinkedIn.com

<sup>317</sup> Lane, Aric. "How to Prepare for your Biostats Consult: Tips, Tricks and What to Expect. About the Speakers." Institute of Translational Health Sciences. October 4, 2023.

<sup>318</sup> Johansson, Martin K. "Martin K. Johansson (He/Him)." LinkedIn.com

1 multi-million dollar real estate transaction they were putting together. Seven members of that  
2 board are still on the present board of directors. As of 2024, defendants Mr. Sund, Mr. Miller,  
3 Ms. Emerson, Mr. K. Johansson, Mr. M. Johansson, Mr. Odderson, and Mr. Snyder, and  
4 unnamed director Ms. Peterick.

5 5.931. Also involved then and in the present are members of the club and contractors  
6 to the Swedish Club that have deep ties and personal interests in real estate development in  
7 Seattle, and specifically in the Dexter Avenue corridor; specifically, Brian Runberg, architect,  
8 who now has aspirations to be a director; his candidacy is highly suspect and likely he is  
9 ineligible to be on the board his conflicts with the provisions in the *Bylaws*, in Article 5.  
10 Standards of Conduct for Officers and Directors, and Article 6. Interests of Directors and  
11 Officers

12 5.932. Just before the purchase of the AVM property closed Ms. Leander and the then  
13 SCBOD disclosed to the members that they were under contract to close the sale – they had to  
14 because they needed according to the *Bylaws* the membership’s approval. The members at the  
15 time were irate at the deception Ms. Leander and the board under defendant Mr. Sund had  
16 engaged in; it was not the first time and it turned out to not be the last time.

17 5.933. At the time and since the purpose and need of the AVM investment was  
18 described as critical, something that “will allow us to develop both plots into residential  
19 housing...to develop an income stream for the Club.”<sup>319</sup>

20 5.934. On September 21, 2020 to September 25, 2020 the purchase of the AVM  
21 Biotechnology LLC’s 1751 Dexter Avenue N./King County Parcel #1925049038 by the  
22 Swedish Club’s Swedish Club Properties LLC was closed. As part of the closing a statutory  
23 warranty deed was executed, then a deed of trust, an assignment of rents, and a subordination  
24  
25

26 <sup>319</sup> Leander, Kristin. “Executive Director’s Notes.” *Swedish Club News*. March 1, 2022.

1 of lease were executed in favor of Global Credit Union to secure a \$1.2 Million loan for the  
2 property purchase.<sup>320</sup>

3 5.935. Ms. Campbell is informed and believes and upon information and belief alleges  
4 that at a meeting of the board in mid-2023 the matter of the loan with Global Credit Union  
5 came up. Certain board members expressed surprise that there was a balloon payment coming  
6 up in just over a year's time; expressed concern that the Swedish Club likely wouldn't have the  
7 money to pay it – given the state of the Club's finances. Suggestions were made by those at  
8 the meeting that the property would likely need to be sold because the cash might not be  
9 available for the balloon payment.

10 5.936. How could it be, that the seven directors that participated in the property  
11 purchase and the arrangements for the necessary loan to close the sale in 2020, who remain on  
12 the board, as well as how is it that the balance of the directors now on the board who are  
13 obligated by duty to make informed decisions about and manage the Swedish Club's multi-  
14 million dollar real estate portfolio "With the care an ordinarily prudent person in a like position  
15 would exercise under similar circumstance,"<sup>321</sup> come to the table at this late date and claim  
16 they didn't know about the loan's balloon payment?

17 5.937. How is it the SCBOD was presiding over the deficit spending by their executive  
18 directors all this time, losing over \$1.2 Million in two years time, and this is the best they could  
19 come up with, hand wringing and non-solutions; and no transparency in the bargain.

20 5.938. Given the high level of individual and collective education, business and  
21 finance experience *and* given the high level of individual and collective of professional  
22 experience and business knowledge of the directors of the Swedish Club, those listed above  
23 and those omitted, and allegedly that of the executive directors, Ms. Campbell is astonished

24 <sup>320</sup> King County. Washington. King County Recorder's Office. Deed of Trust. Swedish Cultural Center,  
25 Grantor, Global Credit Union, Grantee. Instrument #20200925002520. By Kristine Leander, Executive  
26 Director (Swedish Cultural Center d/b/a Swedish Club, manager of Swedish Club Properties,  
LLC). September 24, 2020.

<sup>321</sup> Washington Nonprofit Corporation Act. RCW 24.03A.495(b) Standards of conduct for directors.

1 and concerned about the financial sink hole that has been created at the Swedish Club, as well  
2 as the inability of the directors and executive director to program it and maintain it as a  
3 financially stable, esteemed and treasured cultural center in Seattle.

4 **R. IMPAIRMENT OF MS. CAMPBELL'S RIGHTS,**  
5 **HER DAMAGES AND DISTRESS**

6 5.939. The economic and operational instability and turmoil generated by the  
7 defendants charged with the management and oversight of the Swedish Club has infringed  
8 upon and impaired Ms. Campbell's right to, ability to enjoy the full benefit of her Swedish  
9 Club membership for well over three years now.

10 5.940. The economic and operational instability and turmoil generated by the  
11 defendants charged with the management and oversight of the Swedish Club has infringed  
12 upon and ruined Ms. Campbell's ability to enjoy the full breadth of the employment  
13 expectations that were hers as a Swedish Club employee for well over 16 months.

14 5.941. The economic and operational instability and turmoil generated by the  
15 defendants charged with the management and oversight of the Swedish Club, the  
16 licentiousness they have privileged themselves with, using the differential in power they  
17 possessed against Ms. Campbell, conversely, the disregard they have visited upon Ms.  
18 Campbell as both a member and an employee has resulted in Ms. Campbell experiences  
19 anxiety, sleeplessness, loss of enjoyment of life, mental and physical anguish, reputational  
20 harm, and even strained relationships with her family and friends.

21 It has also exacerbated her underlying conditions related to her osteoarthritis, panic and  
22 anxiety disorder, as well as her agoraphobia.

23 5.942. The years long patterns and behaviors of the individuals who have engaged in  
24 the tortious and illegal activities against Ms. Campbell, who have set her up in situations that  
25 were distressing, intrusive into her personal life, humiliating her with repeated put downs and  
26 dismissive treatment, both in front of others and to her face, when she was at the Swedish Club

## EXHIBIT B

HONORABLE MARK A. LARRAÑAGA  
TRIAL DATE: 3/2/2026

SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

ELIZABETH A. CAMPBELL, an  
individual,  
Plaintiff,

v.

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

Defendants.

Case No.: 23-2-25128-8 SEA

**DEFENDANT LANGDON MILLER'S  
RESPONSES TO PLAINTIFF'S FIRST  
INTERROGATORIES AND  
REQUESTS FOR PRODUCTION**

Defendant, Langdon Miller ("Miller" or "Defendant"), hereby responds to Plaintiff Elizabeth A. Campbell's ("Campbell" or "Plaintiff") First Interrogatories and Requests for Production as follows:

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## **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:** Defendant objects to the general nature and scope of Plaintiff's requests. Defendant objects to Plaintiff's first set of Interrogatories and Requests for Production to Swedish Club on the grounds that discovery Plaintiff's propounded to Defendants on April 16, 2024, is overly broad and unduly burdensome. Plaintiff has served a grand total of 518 interrogatories and 443 requests for production, serving 29 interrogatories and 40 requests for production to the Swedish Club. That is not counting discrete subparts in many of those requests, making the number even greater. It would impose an unreasonable burden and cost on Defendants to respond to such an unreasonable number of requests.

Defendant further objects that this interrogatory seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. An anonymous letter dated circa July 2024 is not reasonably related to the pending claims in this matter.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 2.: Involvement in the Letter:** Did you, or anyone acting on your behalf, author, send, or contribute to the drafting or mailing of the Letter? If yes, provide details, including dates, methods, and reasons for your involvement or gaining knowledge of the preparation, transmission of it; from December 1, 2024 to the present.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this interrogatory seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. An anonymous letter dated circa July 2024 is not reasonably related to the pending claims in this matter.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 3.: 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 Kristine Leander, or by you or 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:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this interrogatory seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. An anonymous letter dated circa July 2024 is not reasonably related to the pending claims in this matter.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Defendant further objects to this interrogatory as overbroad in time as it seeks information to present, covering time periods after Plaintiff commenced this lawsuit.

Defendant objects to this interrogatory on the grounds that it is vague as to what is meant by “exclusion from the Swedish Club” as it could be interpreted to mean the formal termination of Plaintiff’s employment and/or membership, exclusion from the physical premises of the Swedish Club, or informal exclusion from conversations, social events, or associations with individual members or “cliques” within the Swedish Club.

Further, Defendant objects to this interrogatory as overbroad and unduly burdensome because it requests Defendant identify “all actions, statements, or plans” made by Kristine Leander or the dozens of additional people - parties of which Defendant does not have personal knowledge. It further requests they identify all actions, statements, or plans which “led to” the termination of Plaintiff’s membership – a request which could be interpreted to cover potentially any action, policy, or statement having any conceivable relationship to the termination of any Swedish Club membership (or exclusion of member of the public).

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff’s discovery requests, if possible.

**INTERROGATORY NO. 4.: Alleged Gossip:** The Letter claims Kristine Leander spread “salacious gossip” about Plaintiff “around the club and among the members.” Identify all instances you are aware of where Kristine Leander, you, or any other Defendant, member, or other person

discussed Plaintiff with club members or staff, including dates, locations, identity of the participants, and the content of those discussions from August 15, 2020 to the present.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 and is not reasonably calculated to lead to the discovery of admissible evidence. An anonymous letter dated circa July 2024 is not reasonably related to the pending claims in this matter.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Defendant further objects to this interrogatory as overbroad in time as it seeks information to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects to this interrogatory on the grounds that it invades the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Defendant further objects to this request on the grounds that it is overbroad and unduly burdensome because it asks Defendant to identify "all instances" where Kristine Leander and other Defendants, members, and people discussed Plaintiff – discussions of which Defendant does not have personal knowledge.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 5.: Public Argument with Lars Matthiesen:** The Letter references a “clamorous and public argument” between Plaintiff and Defendant Lars Matthiesen at the Swedish Club, attributing it to Kristine Leander. State whether you have knowledge of this incident, including the date, location, witnesses, and any role Kristine Leander played in causing or escalating it; from January 1, 2021 to the present.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff’s discovery requests.

Defendant further objects that this interrogatory seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties’ claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence.

Defendant objects that this interrogatory is unintelligible as written and vague as to whether it is asking about facts related to the alleged incident or related to how that knowledge was obtained.

Defendant further objects to this interrogatory as overbroad in time as it seeks information to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects to this interrogatory on the grounds that it invades the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff’s discovery requests, if possible.

**INTERROGATORY NO. 6.: Employment Termination:** The Letter asserts that “Kristine is the reason you no longer work there.” Describe all actions taken by Kristine Leander, you, or other Defendants, Swedish Club employees or board members, or others that contributed to Plaintiff’s

termination from employment at the Swedish Club, including the identity of any person, dates, reasons provided, and any related communications August 1, 2020 to the present.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant objects to this interrogatory on the grounds that it is overbroad because it asks Defendant to describe "all actions" taken by Kristine Leander, other defendants, Swedish Club employees or board members, or "others" – actions of dozens of people of which Defendant has no personal knowledge.

Defendant further objects that this interrogatory seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. The contents of an anonymous letter are not reasonably related to Plaintiff's claims in this matter.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 7.: Exclusion from the Club:** The Letter states that "Kristine is the reason you are no longer allowed to enter the club." Identify all decisions, policies, or actions by Kristine Leander, you, or other Defendants, Swedish Club employees or board members, or others that led to the termination of Plaintiff's membership and exclusion from the Swedish Club as a member, as a member of the public, including dates, reasons, and any notices provided to Plaintiff; from September 1, 2020 to the present.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Defendant further objects to this interrogatory as overbroad in time as it seeks information to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects to this interrogatory on the grounds that it is overbroad in scope and unduly burdensome because it asks Defendant to describe "all decisions, policies, or actions" taken by Kristine Leander, other defendants, Swedish Club employees or board members, or "others" – actions of dozens of people of which Defendant has no personal knowledge.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 8.: Exclusion from the Club:** Identify all decisions, policies, or actions by Kristine Leander, you, or other Defendants, Yourself, Swedish Club employees or board members, or others that led to the termination of any Swedish Club member's membership and exclusion from the Swedish Club as a member, as a member of the public, including dates, reasons, and any notices provided to those members; from June 1, 2019 to the present.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with

the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Defendant further objects to this interrogatory as overbroad in time as it seeks information to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects to this interrogatory on the grounds that it is overbroad in scope because it asks Defendant to describe “all decisions, policies, or actions” taken by Kristine Leander, other defendants, Swedish Club employees or board members, or “others” – actions of dozens of people of which Defendant has no personal knowledge.

Defendant further objects to this request on the grounds that it is unduly burdensome. It would impose unreasonable burden and cost on Defendant to detail any decisions, policies, or actions that led to the termination of any member in the past six years.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff’s discovery requests, if possible.

**INTERROGATORY NO. 9.: Scheme Allegation:** The Letter claims Plaintiff’s termination and exclusion were “part of [Kristine Leander’s] scheme from the beginning.” Describe any plans, agreements, or coordinated efforts by you or among Defendants. Yourself, or with others to terminate Plaintiff’s employment or the termination of Plaintiff’s membership, including participants, timelines, and objectives; from August 15, 2020 to the present.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff’s discovery requests.

Defendant further objects to this request on the grounds that it is overbroad and unduly burdensome. It would impose unreasonable burden and cost on Defendant to investigate any potential “plans, agreements, or coordinated efforts” including “participants, timelines, and

objectives” by dozens of defendants that led to the termination of Plaintiff’s employment or membership.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff’s discovery requests, if possible.

**INTERROGATORY NO. 10.: Witnesses:** Identify all individuals (by name, address, and phone number, if known) who have knowledge of the events or statements referenced in the Letter, including those related to Kristine Leander’s actions toward Plaintiff; from August 15, 2020 to the present.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff’s discovery requests.

Defendant further objects to this interrogatory as overbroad in time as it seeks information to present, covering time periods after Plaintiff commenced this lawsuit. Defendant objects that this interrogatory is unintelligible as written and vague as to whether it is asking about facts related to the alleged events or related to how that knowledge was obtained.

Defendant objects to this interrogatory on the grounds that it is vague as to what is meant by “events or statements referenced in the Letter.” This letter, which has not been produced to Defendants, does not appear to refer to any specific statements made by Defendant Miller or anyone else.

Defendant further objects to this interrogatory on the grounds that, as it relates to events referenced in this Letter, it seeks information duplicative of that sought by Interrogatories 5, 6, and 7.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff’s discovery requests, if possible.

**INTERROGATORY NO. 11.: Formation Date:** State the date on which the governance and bylaws committee was officially formed by the Swedish Club's board of directors.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this interrogatory seeks information that is outside the permissible scope of discovery pursuant to CR 26 as it does not relate to the parties' claims and defenses, and is not reasonably calculated to lead to the discovery of admissible evidence.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 12.: Purpose and Objectives:** Describe the purpose and objectives of the governance and bylaws committee as established by the Swedish Club's board of directors.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this interrogatory seeks information that is outside the permissible scope of discovery pursuant to CR 26 as it does not relate to the parties' claims and defenses, and is not reasonably calculated to lead to the discovery of admissible evidence.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 13.: Committee Membership:** Identify each person who has served as a member of the Swedish Club's governance and bylaws committee from its formation to the present, including their full name, role on the committee, and the dates of their service.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects to this interrogatory as overbroad in time as it seeks information from inception to present, covering time periods after Plaintiff commenced this lawsuit. To that extent, this interrogatory is unduly burdensome.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 14.: Meeting List:** List all meetings held by the governance and bylaws committee from its formation to the present, including the date, time, location, and attendees of each meeting. For each meeting identified provide a detailed summary of the topics discussed, any decisions made, and any actions taken or proposed.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects to this interrogatory as overbroad in time as it seeks information from inception to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects on the grounds this interrogatory is overbroad in scope and unduly burdensome as it asks Defendant to detail every meeting without any limitation to topics discussed and actions taken at any particular meeting.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B). For every meeting, it asks Defendant to detail 1) the topics discussed, 2) any decisions made, and 3) any actions taken or proposed.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 15.: Communications with Langdon Miller- You:** Identify all communications, including but not limited to emails, letters, memoranda, and notes, between members of the governance and bylaws committee and You from July 1, 2024, to the present, that relate to the committee's activities, including but not limited to any proposed changes to the Swedish Club's bylaws, or member conduct standards.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects to this interrogatory as overbroad in time as it seeks information to present, covering time periods after Plaintiff commenced this lawsuit. Defendant objects to this interrogatory on the grounds that it is overbroad and unduly burdensome as it asks Defendant to identify "all communications" including emails, letters, memoranda, and notes – implying that each individual email, letter, or other communication must be identified individually. It would impose unreasonable and undue burden on Defendant to identify and describe each communication without any limitation of topic or action taken.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 16.: Communications with Board Members:** Identify all communications between members of the governance and bylaws committee and You and other members of the Swedish Club's board of directors from July 1, 2024, to the present, that relate to the committee's activities, proposed changes to the bylaws, or member conduct standards.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects to this interrogatory as overbroad in time as it seeks information to present, covering time periods after Plaintiff commenced this lawsuit. Defendant objects to this interrogatory on the grounds that it is unduly burdensome as it asks Defendant to identify "all communications" including emails, letters, memoranda, and notes – implying that each individual email, letter, or other communication must be identified individually. It would impose unreasonable and undue burden on Defendant to identify and describe each communication without any limitation of topic or action taken.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 17.: Communications with Executive Director:** Identify all communications between You, and/or members of the governance and bylaws committee and the executive director of the Swedish Club from July 1, 2024, to the present, that relate to the committee's activities, proposed changes to the bylaws, or member conduct standards.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects to this interrogatory as overbroad in time as it seeks information to present, covering time periods after Plaintiff commenced this lawsuit. Defendant objects to this interrogatory on the grounds that it is unduly burdensome as it asks Defendant to identify "all communications" including emails, letters, memoranda, and notes – implying that each individual email, letter, or other communication must be identified individually. It would impose unreasonable and undue burden on Defendant to identify and describe each communication without any limitation of topic or action taken.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 18.: Proposed Bylaw Amendments:** Describe in detail any proposed amendments or changes to the Swedish Club's bylaws that have been discussed, drafted, or considered by the governance and bylaws committee.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant objects to this interrogatory on the ground it is overbroad in time and scope, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The interrogatory contains no reasonable limitation on time or subject of the proposed amendment or changes thereto.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 19.: Proposed Member Conduct Standards:** Describe in detail any member conduct standards, codes of conduct, or similar policies that have been discussed, drafted, or considered by the governance and bylaws committee.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant objects to this interrogatory on the ground it is overbroad in time and scope, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The interrogatory contains no reasonable limitation on time or subject of the proposed amendment or changes thereto.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 20.: Experts and Legal Advisors:** Identify all experts, consultants, or legal advisors who have provided advice, consultation, or services to the governance and bylaws committee regarding the reform of the Swedish Club's governance, bylaws, or member conduct standards. For each individual identified state the dates on which advice or services were provided and the general topics addressed, without disclosing privileged information.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Defendant objects to this interrogatory on the ground it is overbroad in time and scope, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The interrogatory contains no reasonable limitation on time or subject matter in question.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 21.: Discussions on Membership Terminations:** Has the governance and bylaws committee discussed or considered the termination of any member's membership, including but not limited to the termination of Elizabeth A. Campbell's membership on March 9, 2023 or any other member's membership? If so, describe in detail the nature of those discussions and any conclusions reached.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Defendant objects to this interrogatory on the ground it is overbroad in time and scope, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The interrogatory contains no reasonable limitation on time or particular reasons for considering termination of a member's membership besides Plaintiff's.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 22.: Reasons for Committee Formation:** What prompted the formation of the governance and bylaws committee? Please describe the reasons and circumstances that led to its establishment.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant objects that this interrogatory is duplicative of Interrogatory No. 12. This interrogatory is also is not reasonably calculated to lead to the discovery of admissible evidence.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B). It seeks descriptions of the 1) reasons for the formation of the committee; and 2) the circumstances that led to its establishment.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 23.: Retroactive Justifications:** Has the governance and bylaws committee proposed or discussed any changes to the bylaws or policies that would retroactively justify or validate past actions taken by the Swedish Club, its board, or its officers, including but not limited to the termination of members' memberships? If so, describe those proposed changes and the discussions surrounding them.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects on the grounds this interrogatory is overbroad in time and scope and, to that extent, is not reasonably calculated to lead to the discovery of admissible evidence. The interrogatory contains no reasonable limitation on time or subject of the retroactive action, if any, besides the topic of termination of memberships.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 24.: Member Input:** Has the governance and bylaws committee sought or received any input, feedback, or comments from Swedish Club members regarding proposed changes to the bylaws or member conduct standards? If so, describe how this input was solicited and summarize the feedback received.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests. Defendant further incorporates its objections to Interrogatory No. 23 *mutatis mutandis*.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 25.: Proposed Termination Procedures:** Has the governance and bylaws committee discussed or proposed any procedures for terminating a member's membership, including notice requirements, due processes, or appeal mechanisms? If so, describe those proposed procedures in detail.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests. Defendant further incorporates its objections to Interrogatory No. 23 *mutatis mutandis*.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 26.: Legal Opinions on Compliance:** Has the governance and bylaws committee obtained any legal opinions or reviews regarding the compliance of proposed bylaw changes or member conduct standards with applicable laws, including but not limited to RCW 24.03A? If so, describe the findings of such reviews, without disclosing privileged information.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further incorporates its objections to Interrogatory No. 20 *mutatis mutandis*. Defendant objects to this interrogatory on the grounds that it seeks information protected by the attorney-client privilege and work product doctrine.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 27.: Identify Former Leader:** Identify the "former leader" referred to in the Board President's Letter dated February 2025, who is alleged to have made multiple false allegations about the Swedish Club, its leadership, and certain members and employees.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 and is not reasonably calculated to lead to the discovery of admissible evidence. The identity of a person identified in a letter dated circa February 2025 is not reasonably related to the pending claims or defenses thereto.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 28.: Board Member History:** List all individuals who served on the Swedish Club’s board of directors from January 1, 2022, to the present, including their terms of service. For each individual who is no longer serving on the board, state the date they left the board and the reason for their departure (e.g., term expired, resigned, removed).

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff’s discovery requests. Defendant further incorporates its objections to Interrogatory No. 13 *mutatis mutandis*. Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff’s discovery requests, if possible.

**INTERROGATORY NO. 29.: Former Complaints:** Identify any former members or leaders, or employees (past or present) of the Swedish Club who have filed lawsuits, formal complaints, or made public statements against the club, its leadership, or its employees from January 1, 2022, to the present.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff’s discovery requests. Defendant objects to this interrogatory on the ground it is overbroad in time and scope, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The interrogatory contains no reasonable limitation on time or subject of the complaint or “statement”. It would impose unreasonable and undue burden on Defendant to investigate and detail any “public statement” made about the club on any topic.

Defendant further objects that this interrogatory contains discrete subparts which must be counted separately for purposes of determining the number of interrogatories and compliance with the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B).

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 30.: Defendant Status:** Is the "former leader" referred to in the Board President's Letter dated February 2025 one of the defendants in this lawsuit? If yes, please identify which defendant.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests. Defendant further incorporates its objections to Interrogatory No. 27 *mutatis mutandis*.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 31.: Lawsuit Role:** Describe your role in the Swedish Club's defense of this lawsuit, including any meetings you attended where the lawsuit was discussed, the dates of those meetings, and the other attendees.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this interrogatory on the grounds that it invades

the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Defendant further objects that Plaintiff's interrogatories have exceeded the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B) and therefore this interrogatory need not be answered.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**INTERROGATORY NO. 32.: Lawsuit Influence on Committee:** Did the filing of the lawsuit by Elizabeth A. Campbell influence the decision to form the governance and bylaws committee or the scope of its work? If so, please explain how.

**ANSWER:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant objects that this interrogatory is duplicative of Interrogatory No. 22.

Defendant further objects that Plaintiff's interrogatories have exceeded the limitation on the number of interrogatories which party may propound pursuant to LCR 26(b)(2)(B) and therefore this interrogatory need not be answered.

Without waiving any objections, Defendant answers as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

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## **REQUESTS FOR PRODUCTION**

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

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. The contents of an anonymous letter are not reasonably related to Plaintiff's claims in this matter.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 2) Communications by Kristine Leander:** All 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:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence.

Defendant further objects to this request on the grounds that it seeks documents and communications that are not within his possession, custody or control. It would impose an

unreasonable burden on Defendant to search for and provide documents authored by Leander, when such documents are equally available from a more appropriate source.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

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

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence.

Defendant objects to this request on the grounds that it seeks documents and communications that are not within his possession, custody or control. It would impose an unreasonable burden on Defendant to search for and provide documents authored by Leander, when such documents are equally available from a more appropriate source.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 4) Public Argument Records:** All documents, reports, or communications held, received, or transmitted by You related to the "clamorous and public argument" between Plaintiff and Lars Matthiesen at the Swedish Club on the evening of December

17, 2021, including witness statements, incident logs, or correspondence about the incident; from December 17, 2021 to the present.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects to this request as overbroad in time as it requests documents to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects to the extent this request invades the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

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

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects to this request as overbroad in time as it requests documents to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects to this request on the grounds that it seeks documents and communications that are not within his possession, custody or control. It would impose an unreasonable burden on Defendant to search for and provide requested documents when such documents are available from a more appropriate source.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

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

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects to this request on the grounds that it seeks documents and communications that are not within his possession, custody or control. It would impose an unreasonable burden on Defendant to search for and provide requested documents when such documents are available from a more appropriate source.

Defendant further objects to this request as overbroad in time as it requests documents to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects to this request on the grounds that it is vague as to what is meant by "Plaintiff's exclusion." This could be interpreted to mean formal expulsion or informal exclusion such as being socially ostracized. Accordingly, this request does not describe the requested documents with reasonable particularity as required by CR 34.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 7) Scheme Documentation:** All documents evidencing any plan, agreement, or “scheme” by Kristine Leander or other Defendants to 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.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff’s discovery requests.

Defendant further objects to this request as overbroad in time as it requests documents to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects to this request on the grounds that it is vague as to the terms “plan, agreement, or ‘scheme’”. These terms are not defined and could be interpreted in a number of different ways, requiring Defendant to speculate as to what documents this request is actually seeks. Accordingly, this request does not describe the requested documents with reasonable particularity as required by CR 34.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff’s discovery requests, if possible.

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

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff’s discovery requests.

Defendant further objects on the grounds that this request is overbroad in scope and unduly burdensome as it seeks “all communication” between *all* Defendants discussing Plaintiff, the Letter, or the claims in this lawsuit – essentially, relating to the entirety of these proceedings. The vast majority of these communications are not within Defendant’s possession, custody, or control.

Defendant further objects to this request as overbroad in time as it requests documents to present, covering time periods after Plaintiff commenced this lawsuit. Defendant further objects to this request on the grounds that it invades the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 9.: Formation Documents:** All documents related to the formation of the governance and bylaws committee, including but not limited to board meeting minutes, resolutions, emails, and memoranda discussing or approving its establishment.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as overbroad in time to the extent it cover time periods after Plaintiff commenced this lawsuit.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 10.: Meeting Records:** All meeting minutes, agendas, notes, and recordings from meetings of the governance and bylaws committee from its formation to the present.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as overbroad in time to the extent it cover time periods after Plaintiff commenced this lawsuit.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 11.: Communications with Langdon Miller/You:** All communications, including emails, letters, memoranda, and notes, between members of the governance and bylaws committee and You from July 1, 2024, to the present, that relate to the committee's activities, proposed changes to the bylaws, or member conduct standards.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects that this request covers time periods after Plaintiff commenced this lawsuit. It seeks documents created after Plaintiff commenced this litigation.

Defendant further objects to the extent this request invades the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 12.: Communications with Board Members:** All communications between members of the governance and bylaws committee and Yourself, or other members of the Swedish Club's board of directors from July 1, 2024, to the present, that relate to the committee's activities, proposed changes to the bylaws, or member conduct standards.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects that this request covers time periods after Plaintiff commenced this lawsuit. It seeks documents created after Plaintiff commenced this litigation.

Defendant further objects to this request on the grounds that it seeks, in part, information duplicative of that sought by RFP No. 11. Defendant further objects that, insofar as it seeks communications between members of the governance and bylaws committee and other members of the Swedish Club board of directors, this request seeks documents which are not within Defendant Miller's possession, custody, or control.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 13.: Communications with Executive Director:** All communications between You, members of the governance and bylaws committee and the

executive director of the Swedish Club from July 1, 2024, to the present, that relate to the committee's activities, proposed changes to the bylaws, or member conduct standards.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects that this request covers time periods after Plaintiff commenced this lawsuit. It seeks documents created after Plaintiff commenced this litigation

Defendant objects to this request on the grounds that it seeks, in part, information duplicative of that sought by RFP No. 11. Defendant further objects that, insofar as it seeks communications between members of the governance and bylaws committee and executive director, this request seeks documents which are not within Defendant Miller's possession, custody, or control.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 14.: Communications with Members:** All communications between members of the governance and bylaws committee and Yourself, and members of the Swedish Club from July 1, 2024, to the present, that relate to the committee's activities, proposed changes to the bylaws, or member conduct standards.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses

and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects that this request covers time periods after Plaintiff commenced this lawsuit. It seeks documents created after Plaintiff commenced this litigation

Defendant further objects to this request on the grounds that it seeks, in part, information duplicative of that sought by RFP No. 11. Defendant further objects that, insofar as it seeks communications between members of the governance and bylaws committee and members of the Swedish Club, this request seeks documents which are not within Defendant Miller's possession, custody, or control.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 15.: Draft Bylaws:** All draft versions of the Swedish Club's bylaws or proposed amendments to the bylaws that have been created, circulated, or discussed by the governance and bylaws committee.

**RESPONSE:** Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence.

Defendant further objects to this request on the grounds that it seeks documents that are not within his possession, custody or control. It would impose an unreasonable burden on Defendant to search for and provide requested documents when such documents are available from a more appropriate source, and have little or no probative value to the pending claims.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 16.: Draft Conduct Standards:** All documents related to member conduct standards, codes of conduct, or similar policies that have been created, proposed, or discussed by the governance and bylaws committee.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence.

Defendant further objects to this request on the grounds that it seeks documents and communications that are not within his possession, custody or control. It would impose an unreasonable burden on Defendant to search for and provide requested documents when such documents are available from a more appropriate source, and have little or no probative value to the pending claims.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 17.: Expert Advice Documents:** All communications, reports, and documents related to any advice, consultation, or services provided by experts, consultants, or legal advisors to the governance and bylaws committee regarding the reform of the Swedish Club's governance, bylaws, or member conduct standards, excluding privileged attorney-client communications.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence.

Defendant further objects to this request on the grounds that it seeks documents and communications that are not within his possession, custody or control. It would impose an unreasonable burden on Defendant to search for and provide requested documents when such documents are available from a more appropriate source, and have little or no probative value to the pending claims.

Defendant further objects to the extent this request invades the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 18.: Termination Discussions Documents:** All documents related to any discussions or considerations by the governance and bylaws committee regarding the termination of members' memberships, including but not limited to the termination of Elizabeth A. Campbell's or any other member's membership.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request is overbroad in time and scope and, to that extent, is not reasonably calculated to lead to the discovery of admissible evidence. The request is not limited in time to subject matter, besides Plaintiff's termination. Defendant further objects to this request on the grounds that it seeks documents and communications that are not within his possession, custody or control.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 19.: Formation Reasons Documents:** All documents related to the decision to form the governance and bylaws committee, including but not limited to board meeting minutes, emails, and memoranda discussing the need for such a committee.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses and is not reasonably calculated to lead to the discovery of admissible evidence.

Defendant further objects to this request on the grounds that it invades the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 20.: Retroactive Changes Documents:** All documents related to any proposed changes to the bylaws or policies that address or relate to past actions taken by the Swedish Club, its board, or its officers, particularly concerning membership terminations.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests.

Defendant further objects that this request seeks information that is outside the permissible scope of discovery pursuant to CR 26 because it does not pertain to the parties' claims or defenses

and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the grounds that it seeks documents and communications that are not within his possession, custody or control. It would impose unreasonable and undue burden on Defendant to search for and produce communications pertaining to the time after Plaintiff commenced this lawsuit.

Defendant further objects to this request on the grounds that it invades the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 21.: Member Input Documents:** All documents related to any input, feedback, or comments received from Swedish Club members regarding proposed changes to the bylaws or member conduct standards, including but not limited to surveys, emails, letters, and meeting notes.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests. Defendant further incorporates his objections to Request No. 20 *mutatis mutandis*.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 22.: Termination Procedures Documents:** All documents related to any discussions or proposals by the governance and bylaws committee regarding procedures for terminating a member's membership.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests. Defendant further incorporates his objections to Request No. 20 *mutatis mutandis*.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 23.: Other Relevant Documents:** Any and all other documents not already produced in response to the above requests that relate to the activities of the governance and bylaws committee.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests. Defendant further incorporates his objections to Request No. 20 *mutatis mutandis*.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 24.: False Allegations Documents:** Produce all documents, including but not limited to emails, letters, memoranda, and notes, that relate to the false allegations made by the "former leader" as mentioned in the Board President's Letter dated February 2025.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests. Defendant further incorporates his objections to Request No. 20 *mutatis mutandis*.

Defendant objects to this request on the grounds that it is vague as to what is meant by "false allegations" and "former leader." This requires Defendant to perform a subjective

assessment of what allegations by the unidentified “former leader” Plaintiff considers false, leading to future disputes over compliance.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff’s discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 25.: Meeting Minutes on Allegations:** Produce all minutes, agendas, recordings, and notes from meetings of the Swedish Club’s board of directors, governance committee, or any other committees, from January 1, 2024, to the present, where discussions took place regarding false allegations made by former members or leaders, or regarding the content of the Board President’s Letter dated February 2025.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff’s discovery requests. Defendant further incorporates his objections to Request No. 20 *mutatis mutandis*.

Defendant further objects to this request on the grounds that it is vague as to what is meant by “false allegations” and “former members or leaders.” This requires Defendant to perform a subjective assessment of what allegations by the unidentified “former leader” Plaintiff considers false, leading to future disputes over compliance.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff’s discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 26.: Communications on Lawsuit:** All documents related to communications between Langdon Miller and other members of the Swedish Club’s board of directors regarding the lawsuit filed by Elizabeth A. Campbell, excluding privileged attorney-client communications.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests. Defendant further incorporates his objections to Request No. 20 *mutatis mutandis*. While it excludes attorney-client privileged communications, Defendant further objects to this request on the grounds that it invades the work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

**REQUEST FOR PRODUCTION NO. 27.: Committee Formation Documents:** All documents related to the decision to form the governance and bylaws committee, including any references to the lawsuit filed by Elizabeth A. Campbell.

**RESPONSE:** Defendant incorporates its objections in its answer to Interrogatory No. 1 regarding the nature and scope of Plaintiff's discovery requests. Defendant further objects to this request on the grounds that it invades the attorney-client privilege, work product doctrine, common interest privilege, or other applicable protection from discovery. Such documents will not be provided.

Defendant further objects to this request on the grounds that it is duplicative of documents sought by RFP No. 23, 20, and 19.

Without waiving any objections, Defendant responds as follows. Defendant agrees to meet and confer with Plaintiff to determine a reasonable scope for Plaintiff's discovery requests, if possible.

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Dated May 19, 2025

O'HAGAN MEYER PLLC

By: /s/ Brad Bigos

Brad Bigos, WSBA No. 52297

bbigos@ohaganmeyer.com

Alex Lopez, WSBA No. 62867

alopez@ogahanmeyer.com

1420 Fifth Avenue, Suite 2200

Seattle, WA 98101

Tel: 206-844-1350

*Attorneys for Defendants Swedish Cultural  
Center dba the Swedish Club, Langdon Miller,  
Kris Johansson, Gary Sund, and Sharon Lucas*

| DOCUMENTS, MATERIALS, COMMUNICATIONS NOT IN<br>THE POSSESSION, CUSTODY, OR CONTROL OF THE<br>SWEDISH CLUB |   |                      |   |  |
|---|---|----------------------|---|--|
| 4   | Defendant objects to this request on the grounds that it seeks documents which are not within the possession, custody, or control of the Swedish Club.  | 1, 2, 3, 6, 7, 8, 12 | 8 |  |
| 5   | Many of these materials are not within the possession, custody, or control of the Swedish Club. It would impose an unreasonable burden on Defendant to search for and provide requested documents when such documents are available from a more appropriate source. | 5                    | 1 |  |
| 6   | Defendant further objects to this request on the grounds that it seeks documents and communications that are not within the possession, custody or control of the Swedish Club.   | 26, 27               | 2 |  |
| 7   | Defendant further objects on the grounds that the information sought by this request is largely not within the possession, custody, or control of the Swedish Club.   | 35                   | 1 |  |

# EXHIBIT D

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

ELIZABETH A. CAMPBELL, an individual,

Plaintiff,

V.

SWEDISH CULTURAL CENTER, a Washington Nonprofit corporation d/b/a THE SWEDISH CLUB, MOLLY OLSON a/k/a MOLLY OLSON SMITH, an individual, SHAMA ALBRIGHT, an individual, MARY EMERSON, an individual, IB R. ODDERSON an individual, LANGDON L. MILLER an individual, NEIL SNYDER an individual, KRIS E. JOHANSSON, an individual, MARTIN K. JOHANSSON, an individual, ANNA FAINO an individual,

Defendants.

Case No. \_\_\_\_\_

# COMPLAINT FOR BREACH OF FIDUCIARY DUTY; AIDING AND ABETTING BREACHES OF FIDUCIARY DUTY AND INJUNCTIVE RELIEF

COMES NOW Plaintiff Elizabeth Campbell and complains and alleges:

## I. PARTIES

1. Plaintiff Elizabeth A. Campbell (hereinafter “Ms. Campbell”) at the time of the acts and omissions alleged herein, and at all times relevant herein, was a resident of Seattle, King County, in the state of Washington, and is a single person under the laws of the State of

1 Washington. Her residential address is 3826 24th Avenue West, Seattle, WA 98199. Ms.  
2 Campbell has been a member of the Swedish Club since August/September of 2020; her  
3 membership dues are paid through to September 2024.

4 2. Defendant Swedish Cultural Center d/b/a the Swedish Club (hereinafter and  
5 interchangeably “Swedish Club”, “Club”) is registered with the Washington Secretary of State as  
6 both a Washington Nonprofit Corporation and as a Charitable Organization, with its principal  
7 place of business located at 1920 Dexter Avenue North, Seattle, Washington 98109. Elizabeth  
8 Norgren is its registered agent and resides at 20415 81st Ave W, Edmonds, WA 98026-6716.

9 3. Defendant Molly Olson Smith (hereinafter “Ms. Smith”) at the time of the acts  
10 and omissions alleged herein, and at all times relevant herein was a resident of King County, in  
11 the state of Washington, and is a single person under the laws of the State of Washington. Her  
12 residential address is 745 Bellevue Avenue East, Apt 201, Seattle, WA 98102.

13 4. Defendants Gary Sund and Vinda Sund (hereinafter interchangeably or  
14 respectively, “Mr. and Mrs. Sund”, or “Mr. Sund” and “Mrs. Sund”), at the time of the acts and  
15 omissions alleged herein, and at all times relevant herein, Defendants Mr. and Mrs. Sund were  
16 residents of King County, in the state of Washington, were spouses, and constituted a marital  
17 community under the laws of the State of Washington. Defendant Mr. Sund is sued in his  
18 individual capacity along with his marital community. Defendant Mrs. Sund is sued in her  
19 individual capacity along with her marital community. All acts performed by one are performed  
20 for and on behalf of the other and the marital community. Their residential address is 14218 NE  
21 74th St., Redmond, WA 98052-4141.

22 5. Defendant Shama Albright and Gregory Albright (hereinafter respectively “Ms.  
23 Albright”), is a resident of King County, in the state of Washington. Defendant Ms. Albright is  
24 sued in her individual capacity. Ms. Albright’s residential address is 14157 271st Pl NE, Duvall,  
25 WA 98019.

1           6.       Defendant Mary A. Emerson (hereinafter “Ms. Emerson”), at the time of the acts  
2 and omissions alleged herein, and at all times relevant herein was a resident of Snohomish  
3 County, in the state of Washington, and is a single person under the laws of the State of  
4 Washington, her residential address is 4786 Wilmington Way Mukilteo, WA 98275.

5           7.       Defendant Ib R. Odderson (hereinafter “Mr. Odderson is sued in his individual  
6 capacity. At the time of the acts and omissions alleged herein, and at all times relevant herein,  
7 Defendants Mr. Odderson was a resident of King County, in the state of Washington. His  
8 residential address is 9319 NE 135th Lane, Kirkland, WA 98034.

9           8.       Defendant Langdon L. Miller (hereinafter “Mr. Miller”), at the time of the acts  
10 and omissions alleged herein, and at all times relevant herein, Defendants Mr. Miller was a  
11 resident of King County, in the state of Washington. Defendant Mr. Miller is sued in his  
12 individual, his residential address is 3057 Perkins Lane West, Seattle, WA 98199

13           9.       Defendants Neil Snyder (hereinafter “Mr. Snyder”), at the time of the acts and  
14 omissions alleged herein, and at all times relevant herein, Defendants Mr. Snyder was a resident  
15 of King County, in the state of Washington. Defendant Mr. Snyder is sued in his individual  
16 capacity along with his marital community. His residential address is 321 Highland Drive,  
17 Seattle, WA 98109.

18           10.      Defendant Kris E. Johansson (hereinafter “Mr. K. Johansson”) at the time of the  
19 acts and omissions alleged herein, and at all times relevant herein was a resident of King County,  
20 in the state of Washington, and is a single person under the laws of the State of Washington. His  
21 residential address is 11043 1st Ave NW, Seattle, WA 98177-4824.

22           11.      Defendant Martin K. Johansson (hereinafter “Mr. M. Johansson”) at the time of  
23 the acts and omissions alleged herein, and at all times relevant herein was a resident of King  
24 County, in the state of Washington, and is a single person under the laws of the State of  
25 Washington. His residential address is 2515 4th Ave, Unit 804, Seattle, WA 98121.

12. Defendants Anna V. Faino (hereinafter “Ms. Faino”), at the time of the acts and omissions alleged herein, and at all times relevant herein, Defendants Ms. Faino were residents of King County, in the state of Washington. Defendant Ms. Faino is sued in her individual capacity. Her residential address is 14600 Corliss Ave N., Seattle, WA 98133-6718.

## II. JURISDICTION AND VENUE

13. This court has jurisdiction over this matter pursuant to RCW 4.28.020 and RCW 4.28.080. The Superior Court of King County, State of Washington, has subject matter jurisdiction over this action pursuant to RCW 2.08.010.

14. Venue is proper in King County under RW 4.12.025 because Defendants reside in King County, Washington, and because Defendants are directors of the Swedish Club, the Swedish Club is located in Seattle, and Defendants regularly transact business and/or have offices for the transaction of business within King County, Washington.

15. This Court has personal jurisdiction over Defendants, as they reside and/or regularly do business within the state of Washington, and the acts herein refer primarily and occurred with the state of Washington and/or affected commerce and civil rights in the State of Washington.

### III. FACTS

5.1. Throughout 2021 and 2022 the Swedish Club’s executive director ran the Swedish Club operations on a deficit basis. In 2021 the Club barely broke even, it had multiple months of operating deficits but managed to end that year with a \$90,000 surplus. However, in 2022 the Swedish Club’s slide to operating losses and the level of them incrementally multiplied each month.

5.2. By the end of 2022, Ms. Leander had accrued \$455,000 in operating losses. Her successor, Elizabeth Norgren, the current executive director, far exceeded Ms. Leander’s record breaking operating losses however. In Ms. Norgren’s first year of managing the Swedish Club – a business notable for its long duration, it is over a hundred years old now – no business

1 surprises in how it operated, Ms. Norgren managed to plow through a substantial amount of the  
2 Club's cash and investment reserves too and end her first year with an approximate \$900,000  
3 loss.

4 5.3. How were those losses covered? In two ways. During Ms. Leander's tenure  
5 when the operating losses accumulated and the board became aware of them, Ms. Leander  
6 explained them away but used her ace in the whole, a \$3 Million endowment fund she controlled  
7 – the Jane Foundation – as the president of it she would take off her Swedish Club executive  
8 director hat and put on her Jane Foundation hat and cover the Swedish Club losses she had  
9 generated with a fat, typically, between \$150,000 to \$175,000 check from the Jane Foundation to  
10 the Swedish Club. Of note – the Jane Foundation's foundational grant of over \$3 Million was  
11 and still should be funds that Ms. Leander audaciously garnered and put under her own control,  
12 thus securing her employment and instrumentality at the Swedish Club.

13 5.4. The balance of the losses were paid from a set aside account with up to \$900,000  
14 in ready cash that could be tapped as needed – for designated project expenses, but more often  
15 for operating losses.

16 5.5. In the end, the bottom-line was that as the losses and deficit spending at the  
17 Swedish Club continued in 2021, in all of 2022, on into 2023, Ms. Leander had a severe conflict  
18 of interest. She could continually and improperly operate the Swedish Club at a loss, but put on  
19 her Jane Foundation and bail herself out at a great enough level such that she appeared to be  
20 more Swedish Club savior than a poor manager of the Swedish Club's money.

21 5.6. Ms. Leander, the board of the Swedish Club, and the two board members of the  
22 JILF were involved in facilitating this – if Ms. Leander was running up expenses and not  
23 engaging even with a modicum of fiscal responsibility on the Swedish Club side where she was  
24 creating and overseeing operating deficits, Ms. Leander could cover her losses by going to the  
25 JILF foundation and tapping it for money; conversely as the lead fiduciary for the JILF – she was  
disbursing hundreds of thousands of dollars to the Swedish Club, essentially a financially

1 unstable operation that was nowhere near to even operating on a break-even basis. How was that  
2 a prudent use of the JILF money?

3 **Lack of Oversight by the Swedish Club's Board of Directors**

4 5.7. The way Ms. Leander operated the Swedish Club, there was no accountability or  
5 adherence to fiscal responsibility, her duties as a fiduciary on the part of either organization  
6 could be dispensed with. And always the subtext – Ms. Leander as a critical link between the  
7 JILF and the Swedish Club was assured her executive director position with the Swedish Club  
8 and was able to continue her protection against any members' challenges or inquiries into how  
9 her regime was run – especially the finances of it.

10 5.8. In fact, in 2023 and 2024 this very dynamic came in to play. Ms. Campbell is  
11 informed and believes and upon information and belief alleges that when Ms. Leander lost her  
12 job as the executive director of the Swedish Club, as Ms. Norgren the present executive director  
13 and SCBOD turned on her, defamed her, and accused and blamed her for all manner of financial  
14 ills at the Swedish Club, Ms. Leander, the "Jane Foundation" has held back its support for the  
15 Swedish Club.

16 5.9. The question the Plaintiff brought to the fore – to the Swedish Club board and in  
17 court, is where were the SCBOD's defendant members and the other defendants in all of this?

18 5.10. In addition, another notable fact, most if not all of the present SCBOD, its  
19 defendant members, are if not well heeled, wealthy individuals, or they at least have positions  
20 and jobs wherein they work with non-profit organizations or for profit companies that manage  
21 even larger sums of money than what the Swedish Club processes, are engaged in work and  
22 personal financial activities that requires them to know and exercise far higher levels of fiscal  
23 responsibility than what they have done in the Swedish Club matter.

24 5.11. The Swedish Club's board of directors members individually bring to the Swedish  
25 Club table requisite financial knowledge and experience that would never countenance them  
engaging in or being party to losing hundreds of thousands of dollars annually in an operation –  
non-profit or for profit – and yet starting in 2021 under their oversight they watched the Club go

1 from a squeaker operating surplus of \$90,000 with \$450,000 in the bank to the good, end the  
2 next year, 2022 with a \$450,000 loss, to finishing the next fiscal year, 2023 with a \$900,000 and  
3 having consumed all of the Swedish Club's cash reserves and then cutting into its investment  
4 funds.

5 5.12. - Board members Mr. Miller, Ms. Emerson, Ms. Smith, Mr. M. Johansson and  
6 Mr. Snyder in particular. Given their financial expertise investing and managing their wealth or  
7 the wealth of others – why has their financial prowess not been brought to bear and used to focus  
8 on the ongoing losses of the Swedish Club's operations, and used to ensure that the Club's  
9 financial statements were in good order and available to all the appropriate parties – including  
10 members who have asked for them?

11 **True Purpose and Nature of the Swedish Club Foundation**  
12 **Financial Dodge and Swedish Club Piggy Bank**

13 5.13. According to Defendant Mr. Sund, former president of the SCBOD, "In 2011, the  
14 Club [also] initiated the Swedish Club Foundation, albeit without funds at the time." Despite  
15 Mr. Sund's 2020 recollection, the SCF was incorporated in January 2016, and while the public  
16 story about it at the time was "The purpose of the Swedish Club Foundation is to act as a fund  
17 that supports the Swedish Club. We have what are called "golden handcuffs" to the Club. We  
18 can't support any other group, just the Swedish Club."

19 5.14. The backstory is the SCF was set up first to make sure that only Ms. Leander and  
20 her crowd could control the money in the SCF; which would work as long as Ms. Leander  
21 remained the executive director, and as long as her highly cultivated and groomed Swedish Club  
22 board of directors remained firmly in power. The way that was devised to keep the power was to  
23 control the Swedish Club's money. According to Ms. Leander in late 2021 that is true story of  
24 why and how the SCF was set up:

25 5.15. "Don [Wahlquist] reminded us that about 10 years ago, we had a near hijacking of  
the Club by a group of individuals, mostly younger. (I refer to them as the "Young Turks.") He

1 wondered whether the Swedish Club Foundation would be impervious to a similar take-over and  
2 raised the question of whether the SCF would be stronger if it were under the Swedish Club  
3 Board. I reminded him of another close call for the Club when the Board established a line of  
4 credit and ran the Club into debt by about \$350,000. The Board-approved debt preceded the  
5 attempted take-over. Leaders on the Board at the time were the ones who supported owing so  
6 much money and who later attempted to run their own candidates for the Board. [Emphasis  
7 added.]

8 5.16. “These two events are exactly why the Swedish Club Foundation was set up as an  
9 independent entity, owned by the Swedish Club. It is meant to be a second set of controls or a  
10 second set of eyes on expenditures.

11 5.17. “Our attorney [defendant Ms. Reno] compares the relationship of the Foundation  
12 to the Club to handcuffs. The SCF can give money ONLY the Swedish Club. It currently has two  
13 funds, the SCF General and the SCF Cultural Endowment. (The latter is often referred to as the  
14 Floyd Jones account). Funds from the Cultural Fund can go only to cultural expenses within the  
15 Club and every time we request funds, we delineate what cultural expenses we expect the  
16 cultural funds to cover.”

#### 17 **Swedish Club Foundation – Abuse of the Corporate Form**

18 5.18. The second utility of the SCF discussed during board meetings Plaintiff attended  
19 in 2021 and 2022, the SCF was a legal arrangement to keep the Swedish Club judgment proof.

20 5.19. Specifically, that came up in discussions with Ms. Leander in March and April of  
21 2022; that is when Ms. Reno was opposing Ms. Leander’s plan to put Ms. Campbell in charge of  
22 a Swedish Club catering venture. Part of the reason for not doing it was because it needed to be  
23 set up so the Swedish Club would be judgment proof.

24 5.20. The abuse of the corporate forms that Ms. Leander knitted together with the  
25 assistance of others, defendants and non-defendants, ensured her ability to remain in control of  
the Swedish Club, amassing substantial donations from elderly and ailing Club members, and the  
structure of these entities, the SCF and the JILF, if not masked at least shielded Ms. Leander

1 from the consequences of her deficit spending activities; and may even have contributed to  
2 giving her, the SCBOD, and maybe even the members, a false sense of security/immunity related  
3 to Ms. Leander's ever-increasing levels of deficit spending.

4 5.21. That same abuse of the corporate form as Ms. Leander stated, stashing Swedish  
5 Club money in the SCF, also served the purpose of making the Swedish Club judgment proof,  
6 the Swedish Club would be able to cutoff any plaintiff's ability to collect on a contract, collect  
7 on money owed or damages vis-à-vis a judgment.

8 5.22. Neither the so-called Jane Foundation nor the Swedish Club Foundation are  
9 legitimate non-profit businesses. They were created for the improper purposes of 1) infringing  
10 upon or impairing the rights of Swedish Club members under their membership contract with the  
11 Club – money that was originally earmarked for the Swedish Club was improperly diverted to a  
12 foundation set up for Ms. Leander's purposes - ensuring the continued employment of Ms.  
13 Leander and her closely held and controlled board, 2) setting up the Swedish Club Foundation in  
14 the way it was makes it difficult if not impossible for any non-Swedish Club party to collect on  
15 any contract, loan, or lease the Swedish Club may be party to, and 3) using the Swedish Club  
16 Foundation in the way it is makes any of the three organizations judgment proof, to be able to  
17 defraud others; as would be the case in this case, makes the Swedish Club more able to withstand  
18 paying for possible awards for compensation and damages against it that the Plaintiff claims (and  
19 the claims of others similarly situated like herself), on one or more of the above bases.

20 5.23. On January 1, 2023 the Swedish Club began its fiscal year with \$452,502 in  
21 operating cash and capitalization available for its 2023 operations.<sup>1</sup> Ms. Campbell is informed  
22 and believes and upon such information and belief alleges that due to substantial and ongoing  
23 monthly operations deficits the executive director, defendant Ms. Norgren, with the full  
24 knowledge and tacit consent of the SCBOD easily ran through all of that during 2023, requiring  
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<sup>1</sup> Ckg & Svg Cash \$165,502 + JILF Funds \$112,000 +SCF Pledge \$175,000 = \$452,502 Sources: See Footnotes #65 and #73.

1 cash infusion(s) during 2023 to supplement that, vis-à-vis by cutting into the principal of the  
2 Club's Vanguard Accounts.

3 5.24. SCF is comprised of two funds, the General Fund and the Cultural Fund. The  
4 source of funds for the Cultural Fund is the Floyd Jones Estate. The Floyd Jones Estate funds  
5 are donor restricted and can go only towards cultural expenses within the Club.<sup>2</sup>

6 5.25. In addition to the Floyd Estate funds, in September 2021 members Vivi-Anne  
7 Lindback and Eckhard Shipull donated 4,000 shares of Microsoft (MFST) stock with a then  
8 approximate market value of \$1,132,000. The funds were gifted to the Swedish Club with the  
9 proviso, "They hope the Club will not sell it for at least a year."<sup>3</sup> "They gently request that the  
10 Swedish Club keep the stocks for one year."<sup>4</sup>

11 5.26. The 2021 Lindback/Shipull donation of the 4,000 Microsoft shares went towards  
12 re-endowing the SCF General Fund (it had been substantially depleted by the Swedish Club's  
13 2020 purchase of the AVM property (1749 Dexter Ave N.).

14 5.27. Miscellaneous Individual Contributions \$210,610<sup>5</sup>

15 5.28. Both the Swedish Club Foundation and the Jane Isakson Lea Foundation are  
16 reported in the Swedish Club's annual IRS Form 990 tax report as "closely related" businesses of  
17 the Club.<sup>6</sup>

20 <sup>2</sup> According to Ms. Leander, "Every time we request funds, we delineate what cultural expenses we expect the  
21 cultural funds to cover." In 2021, 2022, and 2023, no written copies of the requests by Ms. Leander/Ms. Hayes to  
22 either the JILF or to the SCF have ever been put into the record of any finance committee meeting or board meeting  
23 attended by Ms. Campbell and other observers of those meetings.

24 <sup>3</sup> Leander, Kristine. "Executive Director's Report SC Board Meeting Oct 6, 2021." Swedish Club. October 6, 2021.

25 <sup>4</sup> Emerson, Mary. "Swedish Club Board Meeting Minutes October 6, 2021 By Zoom." Swedish Club. October 6,  
2021.

<sup>5</sup> Hayes, Toene. "2021 March SC P&L." Swedish Club. March-April 2021.

<sup>6</sup> "Related organizations are organizations that stand in a parent/subsidiary relationship, brother/sister  
relationship...or supporting/supported organization relationship. Supporting and supported organizations are defined  
in section 509(a)(3) and 509(f)(3). The first two relationships depend on a definition of control ...The definition  
of control depends on whether the organization has owners or persons with beneficial interests." Source: IRS.  
"Exempt Organizations Annual Reporting Requirements – Form 990, Schedule R: Meaning of 'Related'  
Organization." U.S. Treasury. Internal Revenue Service. December 2023.

**Floyd Jones Restricted Endowment for “Cultural Expenses”  
HVAC Building Project Fundraising - Deceptive Fundraising Tactics?**

5.29. Like the Jane Foundation scenario before Mr. Jones’ time, the source of funds for this individual donation came from an elderly, terminally ill person, that it reasonably can be questioned were the circumstances of these individuals and their exceptionally large donation above reproach and not the result of undue influence of financial exploitation by the Swedish Club executive director.

5.30. In the April 2017 issue of the *Swedish Club News* Ms. Leander announced that Floyd Jones, a longtime member, and supporter of the Swedish Club, had established a testamentary endowment for the Swedish Club in his and his deceased wife’s names. The late Mr. Floyd’s statement at the time about his giving plans was that the money he would be leaving to the Club was his way of helping to ensure the continuance of the Swedish Club events he enjoyed through the years.<sup>7</sup>

5.31. Nine months later Mr. Floyd completed his final Will with provisions in it for a distribution to the Swedish Club from his residuary estate. Less than a. month later, on January 5, 2018 Mr. Jones died.

5.32. Mr. Jone’s Will provided that the Swedish Club was to receive three percent (3%) of his residuary estate – to be administered pursuant to the *Endowed Fund Agreement* between the Swedish Club and Mr. Floyd, dated March 12, 2017.<sup>8</sup> In June 2022, the amount bequeathed to the Club came to \$1,249,954.<sup>9</sup>

5.33. According to the scant details shared later by Ms. Leander with the SC’s board and members about the terms of the *Endowed Fund Agreement*, the principle of his testamentary distribution was not to be spent, “the interest income from his donation must be used for cultural

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<sup>7</sup> Leander, Kristine. “The Club of a Lifetime.” *Swedish Club News*. Vol. 56. Issue 4: April 2017.

<sup>8</sup> Jones, Floyd. “Last Will and Testament of Floyd U. Jones December 19, 2017.” King County Superior Court Probate 18-4-00512-1 SEA.

<sup>9</sup> Hayes, Toene. “02-09-23 Dec 22 v Jan 22 202301 Fin Comm Report.” Swedish Club. January 22, 2023.

1 expenses,”<sup>10</sup> and according to Ms. Leander, “Funds from the Cultural Fund can go only to  
2 cultural expenses within the Club.”<sup>11</sup>

3 5.34. Despite that restriction, on or about June 2022 Ms. Leander arranged with the  
4 SCF to have it pledge up to \$1.25 Million towards the HVAC project (that amount was claimed  
5 by Ms. Leander and others to be 90% of the cost of the HVAC system project that was under  
6 provisional contracts to be done).

7 5.35. The majority of the funds for the \$1.25 Million was the 2022 \$1.2 Million  
8 distribution from the Floyd Jones Estate to the Swedish Club, Mr. Jone’s endowment which had  
9 been transferred from the Swedish Club to the SCF, *the interest thereof* which is restricted for  
10 cultural expenses.

11 5.36. Ms. Leander and the SCBOD requested that the SCF cash out the Jones’  
12 investments, and as a hedge against Market fluctuations, sequester the cash in a savings account  
13 until it was required for the HVAC project.<sup>12</sup>

14 5.37. Shortly thereafter it turned out that the SCF had not invested the Jones funds but  
15 had been holding them in cash – “Turns out that the new funds were still in cash with the  
16 Swedish Club Foundation account with LPL financial, so they will remain as cash.”<sup>13, 14</sup>

17 5.38. Despite having the funds, the executive directors, Ms. Leander, then Ms. Norgren,  
18 and the Swedish Clubs executive directors continued apace to actively raise funds for the project  
19 and exhort members to donate to the HVAC fund.

20 5.39. Ms. Norgren continued clear through 2023 raising funds for the now erstwhile  
21 multimillion dollar HVAC project. By mid-2023 over \$1.4 Million had been raised for the  
22 project.

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23 <sup>10</sup> Sund, Gary. “President’s Message.” *Swedish Club News*. Vol. 59. Issue 11. November 2020.

24 <sup>11</sup> Leander, Kristine. “October 2021 ED’s Report to the Board.” Swedish Club. October 6, 2021.

25 <sup>12</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting July 6, 2022.” Swedish Club. July 6, 2022.

<sup>13</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Aug 3, 2022.” Swedish Club. August 3, 2022.

<sup>14</sup> LPL Financial LLC, a foreign limited liability company, 4707 Executive Dr. San Diego, CA 92121. LPL Financial 1448 NW Market St. Suite 500 Seattle, WA 98107 Jason Demarre account executive (represents numerous investment services companies).

1           5.40. Ms. Norgren and her close friend and intimate confidant, lieutenant, and by now  
2 Swedish Club facilities manager, Joel Cambern, neglected to stop fundraising for the project and  
3 to share with the members, donors, and the like that they had drastically revised the scope of  
4 HVAC project and by extension the cost of the project.

5           5.41. Plaintiff is informed and believes, and upon such information and belief alleges  
6 that Mr. Cambern and Ms. Norgren radically downsized the HVAC system from a more suitable  
7 commercial HVAC installation for a commercial use building, to an in-essence residential  
8 heating and cooling system – something that involves chain-ganging three residential heating and  
9 AC units together; and for substantially less cost, estimated to be *\$117,000, a mere 8% of the*  
10 *donor funds that had been raised.*<sup>15</sup>

11           5.42. Despite the radical drop in cost for the HVAC project/program – fundraising and  
12 donations for the project continued apace throughout 2023 – Ms. Norgren and others continued  
13 to make appeals for money for the HVAC project despite there being an over \$1.2 Million  
14 surplus available for it.

15           5.43. Despite more than exceeding the necessary amount to fund the HVAC project, the  
16 Swedish Club Board and Executive Director continued to tell the membership that they needed  
17 more money, and to solicit more donations from the members for the HVAC project. Evidence  
18 of the Swedish Club’s past and ongoing HVAC fundraising activities are set out in the Swedish  
19 Club’s 2023 newsletters.

20           5.44. As of August 2023, the Swedish Club had taken in at least \$1,351,954.45 in  
21 donations, continued to accrue more donations over the rest of 2023; and in February 2024 took  
22 in an additional \$71,000.

23           5.45. In regard to the defendants’ Ms. Leander’s and the SCBOD’s fidelity to Mr.  
24 Floyd’s donor restrictions, and the meaning of “cultural”, in her *Executive Director’s Report*, on  
25 December 1, 2021 Ms. Leander reveals the concocted justification she and defendant bookkeeper

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<sup>15</sup> SDCL. “1920 Dexter Ave N Mechanical Permit – 6965766-ME.” City of Seattle. Seattle Department of Construction & Inspections. 2023.

Toene Hayes put together for accessing those funds on the basis that the use they are to be put to are “cultural.” She writes to the Board: “Swedish Club Foundation—Together with the Foundation Board members and Toene’s <sup>[16]</sup> and my formula for requesting ‘cultural funds’ (which is all we can request from the Cultural Fund) we requested and were given \$450,000. This will see us through 2022 [for operations].”<sup>17</sup> Emphasis added.

5.46. According to Ms. Leander’s cultural spending formula, the HVAC is a permissible cultural expenditure; in contrast to the plain meaning of “cultural,” is “relating to the ideas, customs, and social behavior of a society”<sup>18</sup>

### **The Sources of Operating Capital, Burn Rate, Operational Losses Mount**

5.47. In the same December 1, 2021 financial report to the board, Ms. Leander also notified the SCBOD that she was requesting \$105,000 from the JILF she controlled,<sup>19</sup> bringing the amount of operating capital that would be available going into 2022 to \$555,000.

5.48. By April 2022, Ms. Leander was drawing down the Swedish Club’s savings account that was funded with JILF money, SCF money, and the limited earnings from the Vanguard investment accounts directly held by the Swedish Club.

5.49. On September 22, 2022 during Ms. Hayes’ report to the Finance Committee she indicates that “We”<sup>20</sup> have planned on receiving another \$150,000 cash infusion in December for the operations of the Swedish Club.<sup>21</sup>

5.50. In December 2022 the plan for 2023 cash infusions was, “We have budgeted a donation of \$150,000 in Dec [2022] [from either the SCF or JILF].”<sup>22</sup>

### **2023 - From Spendthrift to Profligate Spending to Drunken Sailor**

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<sup>16</sup> Defendant Toene Hayes, former staff account for the Swedish Club.

<sup>17</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Dec 1, 2021. Swedish Club. December 1, 2021.

<sup>18</sup> Definition provided by Google Oxford Languages Dictionary.

<sup>19</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Dec 1, 2021. Swedish Club. December 1, 2021.

<sup>20</sup> “We” is likely Ms. Leander and Ms. Hayes. The Swedish Club Foundation is likely who has or will be asked to provide the funds.

<sup>21</sup> Hayes, Toene. “2022-08 Fin Comm Report 20220922.” Swedish Club. September 22, 2022.

<sup>22</sup> Hayes, Toene. “2022-08 Fin Comm Report 20220922.” Swedish Club. September 22, 2022.

1           5.51. In early 2023 the Swedish Club Foundation gave the Swedish Club \$175,000,<sup>23</sup>  
2 the funds from the JILF were added to that – bringing an approximate total of \$225,000 available  
3 of operating capital to start 2023 with. Ms. Campbell has been informed and believes and upon  
4 such information and belief alleges that the during the course of 2023 Ms. Norgren had  
5 exhausted the funds transferred to it from the SCF and JILF, and even its revenue streams, and  
6 with the if not actual, with the tacit approval of the SCBOD started cutting into the principal of  
7 the Vanguard Funds to provide cash for the Club’s operations.

8           **The Swedish Club Board and Lost Fiscal Awareness, Constraint, and Accountability**

9           5.52. In June 2011 former executive director, Defendant Ms. Leander wrote in the  
10 *Swedish Club News* her plans for reducing the Swedish Club’s then \$350,000 operating  
11 deficit/line of credit and managing the Club’s finances from there on out:

12           “But what’s the future as we work through the financial issues? Everyone who has  
13 wrestled with a budget knows that the struggle is twofold. One part is to stop what goes  
14 out, and the other is to increase what comes in. We have gotten a handle on the outflow.  
15 Salaries are always the biggest part of an organization’s budget, and we’ve cut salaries  
16 to the bone. (Incidentally, we have not cut our maintenance staff, since a clean, well-  
maintained building is integral to rentals, which we need!) We’ve cut all other expenses,  
while leaving services intact. For the most part, I think that members and visitors won’t  
notice the reductions in expenses we’re making, and the volunteers and I are willing to  
work very hard to create an economically viable club for the sake of its future.”<sup>24</sup>

17           5.53. In contrast to the fiscal awareness and constraint practiced the decade before, in  
18 2021 when the Club’s operations were in a decline, operating deficits were mounting, then on  
19 into 2022 when the monthly operating deficits took a steep uptick, ending with an operating loss  
20 of \$455,000 for 2022, Ms. Leander throughout those two years did not introduce or institute the  
21 kinds of fiscal practices and controls for stemming the cash burn rate, for bringing the Club’s  
22 operations under fiscal stability of the type that she had called for and oversaw a decade before.  
23 *More importantly, neither did the Swedish Club board of director members/ defendants herein,*

24           <sup>23</sup> Hayes, Toene. “12-2022 Fin Comm Report 20230120.” Swedish Club. January 20, 2023.

25           <sup>24</sup> Leander, Kristine. “Executive Director’s Notes”. *Swedish Center News*. Swedish Cultural Center. June 2011.  
<https://swedishclubnw.org/newsletters/2011/june2011.pdf>

1 *exercise the competence and fiduciary duties of loyalty, care, and good faith they were charged*  
2 *with.*<sup>25</sup>

3 5.54. In 2023 and 2024 Plaintiff has observed and has been informed and believes, and  
4 upon such personal observations, information, and belief alleges that Ms. Leander's successor,  
5 Ms. Norgren, has followed then exceeded in her predecessor's spend thrift footsteps, as  
6 something more akin to a profligate spender.

7 **The Ongoing Financial Mismanagement of the Swedish Club 2023 -- 2024**

8 5.55. Ms. Campbell is informed and believes, and based on such information and belief  
9 alleges that as of the end of the year 2023 and beyond the financial difficulties, operating  
10 deficits, continue to mount.

11 5.56. In 2024 it was disclosed that the operating deficit for 2023 is in excess of \$.75  
12 Million<sup>26</sup> (during defendant and executive director Ms. Norgren's then only nine month tenure);  
13 during Ms. Leander's last year of her administration, 2022, the operating deficit was \$455,000.

14 5.57. The 2023 year's operational losses under Ms. Norgren's management, or lack  
15 thereof, represent an over 64% increase in deficit spending compared to 2022.

16 5.58. Both Ms. Leander and Ms. Norgren are highly paid executives (\$112,000 and  
17 \$130,000 per year respectively), are required to manage the business and affairs of the Swedish  
18 Club in a manner that adheres to the terms and conditions of their employment - adhering to  
19 financial standards, both accounting and those established in their employment, job, and job  
20 review contracts.

21 By extension the executive directors' management of the business and affairs of the  
22 Swedish Club should have been a reflection of the SCBOD's duties to *exercise the competence*

23  
24 <sup>25</sup> Washington SOS., Washington AG. "Chrity \* Nonprofit Board Service in Washinton State: A Quick Guide."  
25 <https://www.sos.wa.gov/sites/default/files/2023-01/2023%20QuickGuide%20for%20Board%20Service.pdf?uid=651da5e8e01a6#:~:text=Directors%20and%20officers%20must%20act,in%20the%20nonprofit's%20best%20interests.> Accessed February 8, 2024.

<sup>26</sup> Wideburg, Laura A. Facebook post. February 22, 2024.

1 *and fiduciary duties of loyalty, care, and good faith they were charged with*, but were not doing  
2 so related to their being the sole supervisors of the Swedish Club executive director.

3 5.59. Inadvisable financial practices and operating spending decisions have led to  
4 substantial operating deficits, especially during executive director Norgren's tenure seems self-  
5 evident based on the \$.75 Million operating deficit for 2023.

6 5.60. Further troubling is the fact that defendant Ms. Norgren, has racked up her  
7 substantial losses and cut into the endowments of the Swedish Club/Swedish Club Foundation  
8 with if nothing else the SCBOD's tacit approval.

9 5.61. Plaintiff believes and upon such information and belief alleges that Ms.  
10 Norgren's consuming the savings of the Club, depleting the principal of its Vanguard accounts,  
11 and tapping into funds in the SCF's invested funds or the cash it holds, some of which may be  
12 donor restricted or designated for other purposes, to cover her deficit spending, seems like that  
13 could not have occurred without the knowledge of the entire Swedish Club Board of Directors,  
14 and without it's tacit or actual approval.

15 5.62. Compounding the matter of what the true status of the Club's finances are, there  
16 is now an at least over three year history spanning the years 2021 to 2024 of if not accounting  
17 shenanigans, then poor adherence by the executive directors to acceptable, responsible  
18 accounting practices and standards. Ms. Campbell is informed and believes and upon such  
19 information and belief alleges that these things are evidence that the executive directors and the  
20 SCBOD are not adept business managers, and that both have failed to keep and disclose to the  
21 membership monthly financial reports that would establish and show the true nature of their  
22 management activities, their spending, and the poor state of the Club's financial health, disclose  
23 what has gone on financially with the Club's operations.  
24  
25

1           5.63. According to a recent email (2024) by long time Swedish Club members and  
2 former board members and officers, “Financial reports have been inadequate and not regularly  
3 provided to the Membership.”<sup>27</sup>

4                           **Administration and Oversight of Finances Undermined;  
5                           Key Accounting Staff and Contract Accountant Terminated**

6           5.1. Throughout 2021, 2022, on into 2023 Toene Hayes was the staff accountant for  
7 the Swedish Club. Her tenure was marked by a reticence or tendency on her part to provide each  
8 month disparate income and position financial statements to the board and members.

9           5.2. Often the financial statements, which Ms. Hayes (Ms. Leander) was required by  
10 employment contract to provide monthly to the members and board, did not contain as would be  
11 expected up-to-date financial information, were notable for that fact, and often contained  
12 presumably unintentional bookkeeping errors.

13           5.3. During 2021 to 2024 the public face of the board, at its meetings and in what little  
14 communications it provided to the members, consistently took little or no note that the financial  
15 statements were deficient, misleading, or unhelpful for informing the board or members about  
16 what the exact status of the Club’s financial wellbeing was, and likewise that the financial  
17 statements were less than functional in terms of contributing to any informed financial planning  
18 by the board or the members.

19           5.4. Ms. Campbell is informed and believes and upon such information and belief  
20 alleges that on or about the first week of September 2023, Ms. Norgren and Ms. Alaimo abruptly  
21 terminated the employment of longtime staff accountant and defendant herein Toene Hayes after  
22 Ms. Hayes objected to or otherwise questioned spending decisions by Ms. Norgren, facilities  
23 director Joel Cambern, and the club’s chef, Christo Yaranoff; including Ms. Hayes attempting to  
24 inform them that many of their spending spree choices should have been/should be submitted to

25 <sup>27</sup> Cooper, Judy. Graves, Carol. Jones, Chris. Little, Eileen. McCann. Penhoet, Megan. Schilling,  
Monica. Schipull, Eckhart. Wahlquist. Yerkes, Todd. Yerkes, Valerie. “Important News About the  
Swedish Club. Email. Save Our Swedish Club “SOS”. February 17, 2024.

<https://saveourswedishclub.org/our-concerns>

1 the SCBOD, along with supporting documentation as to the purpose and need for the  
2 expenditure(s), then discussed in an open board meeting, and either disapproved or authorized by  
3 the SCBOD after a motion and vote.

4 5.5. After Ms. Hayes termination, Ms. Norgren blamed Ms. Hayes for the disarray the  
5 Club's finances were in and informed the board that she and the facilities director, Mr. Cambern  
6 would take over Ms. Haye's bookkeeping work.

7 5.6. Ms. Campbell is informed and believes and upon such information and belief  
8 alleges that in the last quarter of 2023 the services of the Swedish Club's longtime contract  
9 accountant and financial advisor, Amanda O'Rourke, CPA and managing partner of the  
10 Greenwood Ohlund accounting firm were terminated also; in favor of Traner Smith & Co.,  
11 PLLC; Ms. Campbell is informed and believes and upon information and belief alleges that  
12 Traner Smith & Co. was engaged on the basis of favoritism.

### 13 **Board Member Neil Snyder, the Swedish Club's New Treasureralters**

14 5.7. In early 2023 defendant Neil Snyder took over as the Swedish Club's treasurer.  
15 He stood for and was elected treasurer at the April 19, 2023 annual members' meeting. Mr.  
16 Snyder has served on the board for over four years, as well has been represented as and  
17 represented himself as a seasoned, professional with an exceptional understanding of commercial  
18 real estate and business finance and operations, "Neil brings professionalism and a keen eye for  
19 the Club's finances to the role."

20 5.8. Ms. Campbell is informed and believes and upon information and belief alleges:

- 21 a) That Mr. Snyder during the 11 months of 2023 he has been the Club's treasurer, on into  
22 2024, has been unable to regularly produce comprehensive and credible financial  
23 statements for the Swedish Club's board meetings or for presentations to the members;
- 24 b) Claims to be unable to manage the Club's QuickBooks bookkeeping records, changed  
25 the in-house bookkeeping process into an online, subscription service;
- c) During his term acceded to or participated in the discharge of both the staff accountant  
Ms. Hayes and the Club's longtime contract accountant, Ms. O'Rourke.

1           5.9. Ms. Campbell is informed and believes and upon information and belief alleges  
2 that Mr. Snyder’s public acts also include:

- 3           a) Overexplaining why it is he cannot accomplish his role as treasurer,  
4           b) Issuing multiples of excuses for why he (and Ms. Norgren) could not use the  
5                 QuickBooks bookkeeping system,  
6                 i. cannot establish and issue financial reports,  
7                 ii. much less regularly issue reports.

8           5.10. One of Mr. Snyder’s most inexplicable acts was on October 18, 2023 when he  
9 presented a PowerPoint show at that night’s Swedish Club members’ meeting, presenting and  
10 explaining what “Fraud” was, but mostly what it wasn’t in the context of the Swedish Club’s  
11 finances. Attendees were puzzled why Mr. Snyder chose the topic of fraud to expound upon as  
12 opposed to providing requisite and actual financial statements members had been requesting,  
13 then demanding for months. One member answered the question and explained it this way, “  
14 Here's another old KGB trick: accuse other people of what you're doing yourself. I wasn't at the  
15 meeting but I heard about the fraud thing. So accusing other people of fraud when you're  
16 committing fraud yourself is an old old trick.”

17           5.11. By October 18, 2023, Mr. Snyder still had not mastered the position of treasurer,  
18 “months have gone by since there was a treasurer's report, with a different excuse every  
19 month.”<sup>28</sup>

20           **And Then the Next Treasurer, Board Member Ib Odderson Makes No Sense**

21           5.12. After Mr. Snyders’ resignation as treasurer board member and defendant Ib  
22 Odderson opted to take on the Swedish Club treasurer position. Under his tenure and tutelage  
23 the Swedish Club finances and financial accountability and disclosure have not been much better  
24 – in fact it is notable that Mr. Odderson, and the rest of the board, without notice to the members  
25 abruptly cancelled the June 2024 members meeting, declined to provide any of the requisite  
financial and operational information as required by the Club’s Bylaws.

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<sup>28</sup> Wideburg, Laura A. Facebook post. October 18, 2023.

**Lack of Consistency in Financial Reporting, Delinquent Reporting, and Failures to Produce Required Budgets**

5.13. During the last 26 months of Ms. Leander's term as executive director, in 2021 the monthly financial reports presented at the board meetings were notable for a) their lack of timeliness, they consistently were not up to date, b) they often had errors in them, Ms. Hayes would often claim that the errors were related to "the change in the chart of accounts" that had happened over a year before, c) especially the operating statements provided, when they were provided, often lacked detailed financial information about the operations of the Club (rather than income and expenses accounts being presented in their detailed version, instead they were often only provided in their summary form.

The summary versions had less usable information, limited the ability for a recipient of these financial reports to determine how much or for what money was being expended, all of which was leading to the deficit operational spending).

5.14. On into 2022, then in 2023, defendant Toene Hayes, the Club's staff accountant, produced financial position and operating statements of uneven quality, that were not up to date, that also were cherry picked for the level of detail they provided, and Ms. Campbell believes based on her review of the financial reports 2021 and 2022 that a pattern emerged, that first Ms. Leander, and then Ms. Norgren were engaging in the cherry picking of financial reports themselves – deciding on how much or how little financial information to disclose about their management of the Swedish Club's finances; likely directing Ms. Hayes about what financial report(s) she would release or not release at board meetings, and then what level of detail would be provided in those reports.

5.15. During the last two years of Ms. Leander's tenure, she consistently was also delinquent when it came to producing the annual operating budgets for the Swedish Club.

5.16. According to the SCBOD's *Expectations for Executive Director* document:

"Budgeting – Each year, [the executive director] develops annual budget for SCC for the calendar year (January through December). **The balanced Budget, in final form, will be presented to the Board no later than the November Board meeting preceding the budget's start date.**" Emphasis added.

- 1 • Ms. Leander did not provide the required 2023 budget at the November 2, 2022 board meeting.
- 2 • No budget was presented by the executive director at the December 7, 2022 board meeting.
- 3 • No budget was presented by the executive director at the January 4, 2023 board meeting.
- 4 • At the February 1, 2023 board meeting no budget was presented, the executive
- 5 director instead reported “The Finance Committee members spent some time after their
- 6 meeting last week helping Toene and me to create the 2023 budget. I hope they approve it
- 7 before the Board meeting so that the Board can review and approve it.”
- 8 • At the March 1, 2023 board meeting no budget was presented by the executive
- 9 director, with the excuse that, “With Toene on vacation for two weeks, there has been
- 10 little time to refine the budget that several members of the Finance Committee developed
- 11 last month. We are trying to have time this week to update it.”

12 5.17. Astonishingly enough to Ms. Campbell, at every board meeting she attended in  
13 2021, 2022, and early 2023, the level of engagement by the SCBOD was notable for its lack of  
14 engagement, the almost cursory level of curiosity it had about Ms. Leander’s financial  
15 management of the Swedish Club operations, if that even; and then later on, the SCBOD  
16 appeared to be engaged but unable, or unwilling, to control the spending by Ms. Norgren.

17 **Campbell’s Actual and Constructive Notice and Demands to SCBOD to Produce**  
18 **Credible Financial Information; Oversight of the Executive Directors/Finances**

19 5.18. During Ms. Leander’s tenure, the SCBOD had actual and constructive notice from  
20 multiple people about the failings including but not limited to Ms. Campbell multiples of times  
21 throughout 2022. She brought to their attention information about many of the matters involving  
22 misconduct and mismanagement referenced or alleged above and below.

23 5.19. Ms. Campbell attended at least 15 members’ meetings during a 16-month period  
24 wherein when the Club’s business portion of the members’ meetings was convened it was by  
25 turns less than informative, excuses would be made why financial statements were not available,  
or had errors, or where untimely, little to no discussion was proffered by the executive director or  
the board members leading the meeting about consequential activities and decisions the board

1 was engaging in, and when the board president, the executive director, or occasionally the  
2 treasurer when they did provide Club business information, it was only of a cursory nature.

3 5.20. This was despite the fact that the Board and even Ms. Campbell knew that there  
4 were highly consequential, negative organizational and financial events and matters that had and  
5 were occurring on an ongoing bases that the board was informed about and/or involved in, that  
6 they were participating in or approving actions by the executive director, Ms. Leander that did  
7 have, would have ongoing, to this day, adverse and material consequences to the Club's financial  
8 standing, to its operations, and to its legal wellbeing.

9 5.21. Ms. Campbell is informed and believes and upon information and belief alleges  
10 that the same practices continues under Ms. Norgren's tenure (March 2023 to January 2024) –  
11 especially an inability to employ and supervise competent bookkeeping staff, to keep current,  
12 comprehensive financial records of the Club, to provide reliable, current financial records to the  
13 board or to the membership; with the subtext that neither has the SCBOD's current treasurer,  
14 defendant Mr. Snyder, managed to assemble current, comprehensive and reliable financial  
15 records for the Swedish Club, otherwise if he had, why were members not provided copies of  
16 those?

17 5.22. In 2023 others have added their voices, asking and providing every opportunity  
18 for the SCBOD and the executive director to be forthcoming with not optional financial  
19 information, but requisite financial reporting.

20 5.23. According to the board's *Expectations for Executive Director*, its *Financial*  
21 *Reporting* section, the executive director is required to provide on a monthly basis  
22 comprehensive financial reports, but also to analyze those reports and provide that analysis to the  
23 board, and a plan that establishes what corrective measure(s) the executive director intends to  
24 take in order to ensure that annual budget goals are met:

25 "Financial Reporting: a report will be prepared for the Board each month and will be  
presented at the Board meeting. The report will show current financial results that provide the  
Board with a full snapshot of the SCC's financial position. The report will, at a minimum include

1 year-to-date (YTD) results (actual performance), YTD budget, variance to budget, last year  
2 YTD, and variance to last year. A cash flow analysis and status of the line of credit must also be  
3 included.

4 “Budget variance report: each month for any line item in the financial report where there  
5 is a 10% (or greater) variance, management will provide a written variance report explaining the  
6 reason for the variance, the anticipated impact on the budget (i.e. will this line be back on track  
7 by year-end) and the steps that will be taken to correct the shortfall so that there is a neutral  
8 impact to the final results of the annual budget.”

9 5.24. The executive director’s job description likewise requires a high degree of fidelity  
10 of the executive director to the SCBOD’s guidelines for fiscally and financially sound  
11 management of the Club’s business and affairs:

- 12 • Oversees financial/meets with bookkeepers weekly to review any financial issues/questions
- 13 • Reviews monthly financial statements with treasurer to keep board advised on pertinent  
14 financial matters
- 15 • Works with treasurer and bookkeeper on any pertinent banking issues
- 16 • Reviews supervises and reviews contracted bookkeeper and staff accountant [work] to  
17 ensure appropriate and timely handling of all accounts receivable and accounts payable  
18 items.

19 5.25. Between the years 2022 to 2024 neither Ms. Leander nor Ms. Norgren has  
20 complied with the financial reporting, planning, and fiscal control obligations that are part of  
21 their job requirements; to the latter – Ms. Campbell has observed and is informed and believes  
22 and based on information and belief alleges that Ms. Norgren has spent more time building a  
23 grandiose and faltering restaurant-entertainment operation that is a tribute to her ambitions and  
24 that of her collaborators, as opposed to carrying out the Swedish Club’s mission, and  
25 competently managing the Club’s business.

Instead, Ms. Norgren, Mr. Yaranoff, Mr. Cambern have been using up precious and  
scarce funds provided by in many cases elderly and ailing members of the Swedish Club, spent

1 considerable time threatening, intimidating, and canceling members, firing employees, *in order*  
2 *to establish a clear field upon which she/thet can further their interests, not those of the Swedish*  
3 *Club.*

4 5.26. Ms. Norgren appears not to have come to her job with a demonstrable competence  
5 in reading, creating, creating, and understanding financial documents, including budgets, cash  
6 flow, income statements, balance statements, and statements of functional expenses, and an  
7 ability to create and adhere to financial controls.

8 5.27. Ms. Leander engaged in similar activities and neglectful behavior related to the  
9 Club's finances as Ms. Norgren's, just not at the same spending level; and was far more subtle  
10 with her command and control tactics. It was insidious in terms of how it unfolded and in terms  
11 of the human cost of her actions – including the emotional and mental toll her actions took on  
12 Ms. Campbell.

#### 13 **Executive Directors' and SCBOD's Resistance to Audit and Accountability**

14 5.28. In 2021, 2022, 2023, astonishingly enough also, Ms. Campbell has observed at  
15 the board meetings and was always surprised by the fact that the board members never seemed to  
16 express much in the way of curiosity about Ms. Leander's handling of the Club's finances, never  
17 looked for some accountability regarding Ms. Leander.

18 5.29. Ms. Campbell also observed with concern that when defendant Ms. Hayes  
19 presented her financial reports to the Board, month in and month out, financial statements  
20 bleeding red, the board never asked probing or targeted questions that would daylight what was  
21 going grossly wrong with the Club's operational finances. As an employee and a concerned  
22 member Ms. Campbell had a day-to-day experience with the Club's operations. She thought for  
23 sure the board's members with their duties and responsibilities would sought better insight and  
24 outcomes.

25 5.30. Compounding the Swedish Club situation in the present also is the fact that the  
executive directors and the SCBOD have failed to fully inform the membership about so many

1 aspects of the Club's financial challenges, have circled the wagons as it were, to the point at a  
2 board meeting in 2023 defendant and then board president Shama Albright was berating board  
3 members about information leaks within the board's ranks, an indication about how vulnerable  
4 the board's position in all of this is.

5 5.31. In addition, unlike her predecessor before her – Ms. Norgren upon her ascension  
6 to Swedish Club executive immediately refused to provide a monthly report and accounting to  
7 the board for her operation activities – including in the categories of Club finances, personnel,  
8 programming, donations, and business operations. And she shed one of her job responsibilities –  
9 the cultural director component – off shoring that by establishing a new paid position where  
10 previously there had been none.

11 5.32. Just over a decade ago the board from that era had been fending of criticisms after  
12 it had likewise failed to exercise its duties of loyalty, care, and obedience – but when new board  
13 members took over back then there was a change in attitude and a pledge to do better, unlike the  
14 present board's approach,

15 “The Board has received requests from members asking for more involvement and  
16 communication from the Board on Swedish Cultural Center business. The Board has been  
17 listening and contemplating the best forum to fulfill these requests. It was determined that  
18 one forum would be a modified Members & Friends Dinner that will be tried out in March.  
19 The time after dinner will be dedicated to a status of the organization followed by a  
20 question-and-answer session with Board members...In addition, the Board has been  
21 making an effort to be more visible and available to the members...I encourage members  
22 to speak to Board members and share their thoughts about any and all topics.”

23 5.33. A stark contrast to how the present board led by the defendant board members  
24 operate now – intimidating members, threatening them with the loss of their membership,  
25 hauling them in front of the board's executive committee so that they can be interrogated,  
terminating the membership of dissidents, hiring security for membership meetings, escorting  
people from the building, and physically confronting people they disagree with.

**Swedish Club's Board and Executive Director's Reign of Terror  
Against the Swedish Club Members**

1           5.34. In March of 2023 the SCBOD hired a new executive director, Elizabeth Norgren.  
2 Ms. Norgren has a criminal history of assault and battery in her personal life, and an employment  
3 history notable for the level of angry aggression and retaliation against her employers, members  
4 of the staff and members of the organizations she comes to control or dominate.

5           5.35. On March 1, 2023 Plaintiff was attending a pre-board meeting held at the Swedish  
6 Club. When she expressed her distress at the board's failure to address a variety of negative  
7 member and employee incidences that had occurred to her and other members and employees,  
8 the board's training coach verbally abused Plaintiff then angrily approached her and physically  
9 shoved her backwards, prompting Plaintiff to lose her balance and composure. The matter was  
10 reported to the police.

11           5.36. From March 2023 to May 2024 the incidents of aggression by the Swedish Club's  
12 administration/board has continued and escalated.

13           5.37. In May 2023 a 30 year Swedish Club member and member of the Club's resident  
14 folk music group, Jim Skrinde, was threatened by Ms. Alaimo, then by Ms. Norgren, then Ms.  
15 Norgren terminated his Club membership, when Mr. Skrinde complained about the Club not  
16 timely paying its music entertainment bill owing to Mr. Skrinde's music group. In addition, Ms.  
17 Norgren banned the folk group, terminating at least two decades of association between the band  
18 and the Swedish Club.

19           5.38. In July 2023 when Mr. Skrinde sent the board president, Ms. Albright an email  
20 that questioned the validity of his Club membership being terminated, he received no response  
21 from Ms. Albright. Instead, he received a notice of trespass warning letter from the Club's  
22 attorneys that Mr. Skrinde was not to ever be on the Club's premises, and sent a copy of the  
23 letter to the Seattle Police Department.

24           5.39. Plaintiff is informed and believes, and upon such information and belief alleges  
25 that member-guests attending 2023 board meetings, and members attending the third Wednesday  
members' monthly meeting have been told by executive director Ms. Norgren to sit down, by  
club employee and facilities manager Joel Cambern to "shut-up," by board vice-president and

1 defendant Ms. Smith that members are not allowed to record meetings, that they are not allowed  
2 to talk without authorization from a board member or key employees, Ms. Norgren, Mr.  
3 Cambern, or Ms. Alaimo.

4 5.40. Plaintiff has been informed and believes, and upon such information and belief  
5 alleges that in mid-summer of 2023 that Swedish Club employee, Mr. Cambern especially took  
6 angry umbrage to board member Kris Johansson's manner of participating in Swedish Club  
7 business matters and engaged in a similar form of assault and battery against Mr. K. Johansson,  
8 just as Ms. Lucas had against Ms. Campbell at the March 1, 2023 board meeting.

9 5.41. Plaintiff has been informed and believes, and upon such information and belief  
10 alleges that Kris Johansson was physically roughed up by Mr. Cambern and continues to be  
11 offended and emotionally distressed by the mistreatment he received at Mr. Cambern's hands.

12 5.42. Extraordinarily, the October 2023 board meeting and the requisite building and  
13 finance committee meetings before they were cancelled outright by the Board with Ms.  
14 Norgren's assent in order to quash ongoing members' discontent and opposition to the current  
15 leadership of the Swedish Club.

16 5.43. At the October 18, 2023 *members' meeting* a Charles Willi, a member and close  
17 friend of board vice president Ms. Smith, was stationed in the dining room/meeting throughout  
18 the meeting to provide "security and enforcement" services.

19 5.44. Plaintiff is informed and believes and upon information and belief alleges that the  
20 Mr. Willi was there first to dirty up the dissident members – give the impression that there was  
21 something dangerous about them, and then to intimidate members in order to gag them, take  
22 away their free speech rights.

23 5.45. The talking point provided by the board was Mr. Willi was there at the executive  
24 director's and board's insistence, that they needed protection from the members in attendance  
25 that night.

5.46. Over the course of the meeting Mr. Willi was directed by Ms. Norgren, Mr.  
Cambern, and Ms. Smith to intimidate or escort members they had singled out, out of the

1 building, and did - Ms. Leander the former executive director was one of those members  
2 unceremoniously and humiliatingly marched out of the building by Mr. Willi that evening.

3 5.47. That same night Mr. Willi also attempted to expel other members that had spoken  
4 to the board or other members that evening about their concerns with how the Club was being  
5 run, including member and former board member Judy Cooper; she tried to talk to the board or  
6 members about matters of on-going controversy at the Swedish Club but was shut down by Ms.  
7 Norgren and Ms. Smith through threats and intimidation; the effort included summoning the Mr.  
8 Willi to escort Ms. Cooper out of the building. While she was not ejected from the building the  
9 net effect was to silence her dissent.

10 5.48. Since then, 1) certain members have been issued by Ms. Norgren and Ms. Alaimo  
11 emails summarily demanding they immediately (same day) attend meetings with the board  
12 leaders and account for their positions or participation in Club matters, 2) and on information and  
13 belief Plaintiff alleges that Ms. Norgren has a standing list of members she has requested that the  
14 board terminate their memberships.

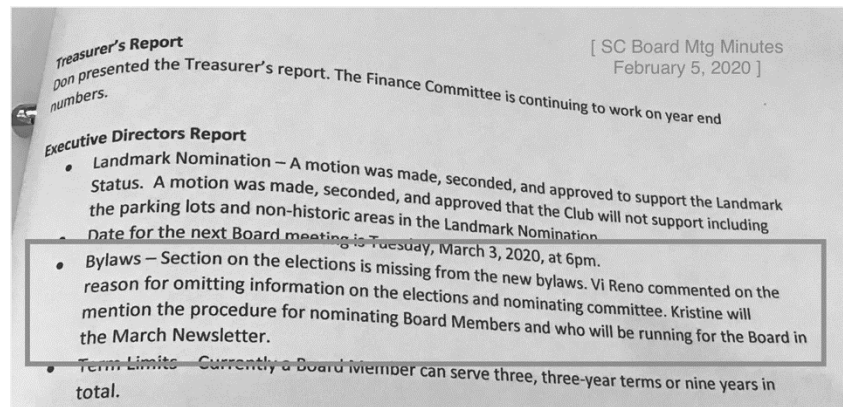
15 5.49. In 2024, Ms. Norgren's and the Club's attorneys took the opportunity to retaliate  
16 against Club's members they had targeted for being involved in efforts to investigate what had  
17 been going on with the Club's finances and Ms. Norgren's hostile behavior against the  
18 membership by using the Campbell v. Lucas/Swedish Club et al litigation; the attorneys issued  
19 sweeping subpoenas against members Heather Van Nuys (a former superior court judge), long  
20 Julie Pheasant Albright (a decades long member), and Lorelei Stevens (friend of plaintiff), all of  
21 whom to one degree or another had engaged in or been associated with an interest in the Club's  
22 financial health and the propriety of a range of administrative activities engaged in by the board  
23 and the executive directors.

24 5.50. In October 2023, the Swedish Club's attorneys sent a threatening letter to Plaintiff  
25 demanding that she cease participating in City of Seattle land use preservation proceedings that  
involved the Swedish Club building; that if she did not the Club would file a lawsuit against  
Plaintiff.

## Board's Self Perpetuation, Election Interference Activities

5.51. The election of Swedish Club board members has a troubling history of relying upon “winks and nods” about how it is conducted.

5.52. At the February 5, 2020 board meeting the board, the Club’s attorney, Vi Reno, and the executive director discussed their intentional deception of members about the board election process. That they had been and were intentionally keeping the details of the election procedures not only from the members, but also did not want to be constrained by having it be part of the Club’s *Bylaws* (see picture below):



5.53. Despite the 2020 acknowledgement that the election process and procedures were being kept from members by not putting them in writing, in 2022 the former executive director Ms. Leander did put the procedures in writing. She gave a copy of the election procedures to the board and a few members, including Ms. Campbell. The document laid out how the prior years’ elections had been procedurally handled and held, and how the current year’s, 2022, election for directors was to be conducted.

5.54. Between September 2021 and February 2022, the processing of Ms. Campbell’s Swedish Club board candidacy application is the forerunner to what has happened in 2024.

5.55. Starting in September 2021 for a period of six months Ms. Campbell’s board application was delayed through several dilatory tactics, including but not limited to creating administrative roadblocks, bringing forward other board member related business that it was

1 claimed held higher precedence, and withholding Ms. Campbell's nominating application from  
2 the then nominating committee chair, Jan Sullivan

3 5.56. What should have procedurally happened is Ms. Campbell's application would  
4 have been processed during September or October 2022 and then she would have been eligible to  
5 be a mid-year appointment to the SCBOD. That was not done. Instead, it was treated as if it  
6 didn't exist by the executive director until Ms. Campbell insisted it be processed in early 2022  
7 for the April 2022 election.

8 5.57. In March and April of 2022 an alternative plan was crafted by the Swedish Club  
9 board, its executive director, and another member to keep Ms. Campbell from running and  
10 possibly being elected to the board.

11 5.58. At the March 16, 2022 members' meeting where candidates for the board were  
12 brought forward for the April Annual board member election, despite having properly submitted  
13 and being a candidate Ms. Campbell was forced to self-nominate.

14 5.59. By the first of April 2022 an organized effort was in place by the board, the  
15 executive director, and another person to sabotage Ms. Campbell's candidacy for board director.  
16 It hinged on challenging whether Ms. Campbell was a "member in good standing."

17 5.60. Less than two weeks before the election, at the April 6, 2022 board meeting the  
18 board crafted an interpretation of what type of membership Ms. Campbell held, that it was a  
19 gratis membership, and concluded *that she had not paid for her membership*, and by extension  
20 that meant that Ms. Campbell was not a member in good standing and so could not run for or be  
21 on the board.

22 5.61. The board passed a proposed *Bylaws* motion to that effect; and passed a second  
23 one that members who were employed by the Swedish Club, like Ms. Campbell was, could  
24 likewise not be on the board.

25 5.62. In accordance with the *Bylaws* what the board passed on April 6, 2022 were  
*proposed amendments* to the Club's *Bylaws*. See also Exhibit B. The proposed amendments  
lacked the requisite notice to and approval of the Club's membership. Statements in the April 6<sup>th</sup>

meeting minutes indicate that the SCBOD and the executive director knew that their acts had no authority:

- “Vi Reno will work on 2 processes for the future bylaw changes: 1. Requirements for Board Membership; 2. Process to remove a Board Member.”
- “Discussion regarding the approval of a policy that all Gratis Memberships should be Social Memberships. Proposal - In order to codify requirements for Board membership, The Board will be proposing an amendment to the by-laws.”
- “Motion – Institute the policy where by Gratis Members are not “members in good standing” unless they have paid for their membership. 12 in favor, 1 absent (Lori Ann Reinhall).”
- “Motion – Make all Gratis Memberships, Social Memberships. 12 in favor, 1 absent (Lori Ann Reinhall).
- Motion to approve policy that employees are ineligible to serve on the Board. See Addendum for wording of motion. Passed 12 in favor, 1 absent.”
- “To achieve that end, this Board shall be proposing forthwith an amendment to the Bylaws of the Swedish Cultural Center so that employees shall be ineligible to concurrently serve on the Board.”<sup>29</sup>

5.63. Ms. Campbell challenged the SCBOD’s and the executive director’s efforts to sabotage her candidacy and was placed on the ballot. However, on the night of the April 20, 2022 board elections the president of the SCBOD, Gary Sund, took the unprecedented action of addressing an audience of over 80 some Swedish Club members and publicly lambasted Ms. Campbell for running, telling the audience that the level of Ms. Campbell’s unfitness to be on the board, based on inside knowledge he and the board possessed, nefarious and unmentionable information Ms. Campbell. He went on to say that the information was of such epic proportions, so disturbing, that he could not provide the specifics of his pronouncements to the assembled, only that the board was in 100% agreement, Ms. Campbell must not be on the board and the members must trust him and vote against her. Ms. Campbell was not elected to the board after Mr. Sund’s excoriating speech about her.

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<sup>29</sup> NOTE: Two years later the SCBOD still has not presented to the Swedish Club members 1) its proposed *Bylaws* amendments it passed in April of 2022; 2) neither has it presented to the members for a vote its *Nominating Committee Charter* it claims to have passed over a year ago in January 2023.

5.64. Despite the rules the Board had adopted on April 6, 2022 having no governing authority, they were never forwarded to the members and voted amended to the *Bylaws*. The Board proceeded to act on them anyway in 2022 as part of their successful attack on Ms. Campbell to derail her board candidacy.

5.65. In 2023 the Swedish Club board used their faux election bylaws and new found power a different way, the board used the vacuum in election power they had created between themselves and the members so that no new candidates for the board were brought forward.

## 2023 Election History

5.66. Throughout 2022 Board member and chair of the SCBOD's nominating committee, Martin Johansson, diligently worked to craft a second set of regulations that would accrete to the board the power to exclude any member from getting on the board that they did not like.

5.67. Rather than the SCBOD being satisfied with abiding by the Bylaws one qualification to be a board member/board candidate, “that they be a general member,” Mr. Johansson crafted a two part plan that would eliminate that provision - the “Nominating Committee Charter” (“Charter”) that one, prescribed a considerable array of qualifications that a proposed board member must possess before they would even be considered *by the board* as a candidate, and then two, the coup-de-grace that would dispense with what had heretofore been member-centric elections at the Swedish Club – according to the *Charter* the board would hold 100% control over the slate of candidates that members could vote on – *only the SCBOD’s slate of candidates could be voted on by the members.*

5.68. At the December 7, 2022 SCBOD meeting Mr. Johansson brought his *Charter* to the board to be voted on. There was some talk during the meeting about the legitimacy of the *Charter* and whether the board had the power to approve it. The Board tabled further action on the Charter and held over it over to the next BOD meeting, January 4, 2023.

1           5.69. However, according to the minutes for the January 4, 2023 board meeting there is  
2 no reference to the *Charter*, much less it ever being voted on – see Exhibit E – the minutes for  
3 that board meeting.

4           5.70. The *Charter* is never referenced again by the Board until over a year later – when  
5 the board invoked the *Charter* as governing the 2024 Board of Directors Annual Election cycle.

6           5.71. The 2023 election for the board of directors then is notable for its lack of outreach  
7 in the months leading up to the election to Club members, seeking members who could run for  
8 the board. That was standard practice up until 2023. The lack of outreach, the lack of new  
9 nominees to the board, and the like were notable in 2023, no new board candidates appeared. As  
10 a result, the entire board just further entrenched itself – its incumbent members were the only  
11 candidates on the April 2023 ballot.

### 12                           **2023 Board Election Interference History**

13           5.72. By mid-August 2023 it was evident to a substantial part of the Swedish Club  
14 members that the Club's Board of Directors had engaged in a questionable number of activities  
15 and decisions, including hiring Ms. Norgren as the executive director, not holding her  
16 accountable for excessive spending, the hostile social environment she had fomented -  
17 threatening members, threatening members' memberships, terminating members' memberships,  
18 manhandling them, expelling them from the Swedish Club building, summarily calling members  
19 before the board; the executive director dispensing with many of the Swedish cultural activities  
20 that were part of the Club's mission, and the failure of the board to even issue the Club's  
21 monthly position and operating financial statements.

22           5.73. And when things really got problematic in terms of demands by contingents of  
23 members, the board and executive director cancelled members' meetings, changed meeting  
24 formats and agendas (controlled what could and couldn't be on the agenda, who could and  
25 couldn't talk, and what they could or could not talk about; appointed one of their ally members to  
act as a security guard for one of the members' meetings.



1 floor are no longer allowed by the Board. We don't see any basis for such restrictions in the  
2 Club's governing documents. State law says we must have bylaws. Our bylaws say that (blue  
3 card) members hold the rights to elect Directors and all of the Officers."

4 • "Brian Runberg and Eckhard Schipull had been nominated from the floor for Board  
5 positions at that meeting. Brian had submitted his application two weeks before,  
6 and Eckhard submitted his application right afterwards. Both have had their applications stalled in  
7 the Nominating Committee, and the Committee has postponed their interviews until after the  
8 election.

9 March 2024

10 • "At the Members' meeting on March 20, the Board's attorney agreed with a questioner  
11 that the Nominating Committee Charter did not say that *officer* nominations from the floor were  
12 prohibited. Then, like was done on February 21, 2024, Langdon Miller was again nominated from  
13 the floor for President and Kris Johansson was again nominated from the floor for Vice President,  
just to be sure."

14 April 2024

15 5.76. "Fortunately, two long-time members, architect Brian Runberg and retired  
16 international banker Eckhard Schipull, have been waiting patiently on the Nominating  
17 Committee for months to complete their interviews and take action."

18 5.77. As with the previous "proposed" additions to the Bylaws that the Club's board  
19 has adopted and was required to pass on to the membership for ratification – the election rules  
20 the board promulgated and adopted in January of 2023 – have now over a year and a half later  
21 still not been submitted to the membership for a vote. However, the board has enjoyed the  
22 benefit of being able to impermissibly interfere with the Club's elections for three years running  
23 now and self-perpetuated, and populated the board with members of its own choosing.

24 **Board Activity Limiting, Obstructing Member Access to Board/Board Committee Meetings**  
25

1           5.78. According to the Club's *Bylaws* board meetings are open to *all* Swedish Club  
2 members; except when it is in executive session. The former has not been true in practice  
3 throughout 2022, and 2023.

4           5.79. Most importantly for this matter before the Court, board meetings are not "open,  
5 and are not open to all members of the Club. The Board, the executive director, first Ms.  
6 Leander and now Ms. Norgren, and also Ms. Alaimo the Director of People Partnerships/Human  
7 Resources Director, have developed tactics for either discouraging or excluding member  
8 attendance at board and board committee meetings; and if members do come to a meeting, they  
9 have developed methods for diminishing their experience and silencing them, marginalizing  
10 them, intimidating them, and barring any of that, excluding them. All of these things were done  
11 by them to Ms. Campbell in 2021, 2022, and 2023; and during 2023 to others.

12           5.80. From January 2022 through October 2023 the executive director, first Ms.  
13 Leander and now Ms. Norgren, the Board, or Ms. Alaimo have alternatively engaged in the  
14 following tactics to limit or obstruct member attendance at online board meetings.

- 15           1. "Failing" to provide online board or committee meeting invites and links to members  
16           requesting them.
- 17           2. Not providing Zoom invites and links in a timely fashion – requests to attend are  
18           "forgotten."
- 19           3. Not providing in advance or upon request the board meeting packet prepared by the  
20           executive director, consisting of the required<sup>30</sup> meeting agenda, the executive  
21           director's monthly report to the board, current financial statements, the prior month's  
22           board meeting minutes, and any supplemental information for the meeting. Or  
23           outright refusing to send an electronic copy, that the requestor is limited to obtaining  
24           a copy at the meeting if it is in-person.

25           5.81. Tactics developed in 2022, and continued on into 2023, by the executive director  
and the board for discouraging members from attending in-person board meetings or limiting  
their presence at them have included but not been limited to:

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<sup>30</sup> Ms. Campbell is informed and believes and upon such information and belief alleges that the executive director's employment contract, job description, supplemental board guidance documents, and years of practices that are now procedurally required dictate the documents the executive director is required to supply to the board each month; and by extension to the Club's members.

- 1 a) A chilling response, the executive director and others claiming that in-person board  
2 meetings (which includes free meals and wine for the directors) are not intended to be  
3 meetings members can attend.  
4  
5 b) Not providing advance copies of the meeting packet - outright refusing to send an  
6 electronic copy, that the requestor is limited to obtaining a copy at the meeting if it is in-  
7 person.  
8  
9 c) If a member does attend – they are given another “chilly reception,” put in a seating  
10 arrangement that is awkward – at a distance from the board’s meeting area, placing the  
11 non-board member in a “children’s table” setting; and in a just as awkward and  
12 demeaning way told the food is not for them, and/or that they may buy leftover food the  
13 board members haven’t eaten.  
14  
15 d) Telling members, they cannot speak.  
16  
17 e) Only allowing a very short, highly controlled comment period for non-board members at  
18 the beginning of the meeting.

19 5.82. It has now become a regular tactic and practice by the board to outright cancel  
20 meetings – board, finance committee, building committee, and members meeting – all of which  
21 are required by the Bylaws to be held once a month.

22 5.83. In lieu of canceling meetings the board engages in an alternative tactic – since  
23 January of 2022 the majority of board meetings now have an “executive session” component; a  
24 now 90% of board meetings are conducted that way– general and relatively superficial club  
25 business is discussed and then the board meetings are stopped, the meeting is declared closed,  
the board retires to executive session.

### **Swedish Club History of Discrimination**

5.84. The lack of diversity in the Swedish Club workforce and the fact that individuals  
identifying as Scandinavian, of European descent, and are White is not by accident. The  
Swedish Club has a decades old history of not only being dominated by a membership that  
overwhelmingly identifies as being of Nordic descent, White, but the same holds true among the  
workforce – people with protected class designations, of race, disability (physical and  
developmental), national origin, sexual identity, and gender, may gain a foot in the door of the  
Swedish Club as employees, but their tenure is brief, notable for the adverse emotional and

1 working conditions the employee must labor under, and their exit if not swift, is often brutal and  
2 intended to inflict as much damage or punishment or damage on the unwitting employee.

3 5.85. Throughout 2022 and 2023 Plaintiff as well as the City of Seattle provided to the  
4 the Swedish Club board of directors constructive and actual notice about the matter of  
5 discrimination and the impermissible, intentional and illegal manner it had and continued to treat  
6 its employees.

7 5.86. The Swedish Club's board's response has been to lawyer up, double down on its  
8 inaccessibility, and engage in obstructive activities that put the board members' personal  
9 interests ahead of the Swedish Club's interests.

10 5.87. For example, in the matter of employee claims against the Swedish Club,  
11 Plaintiff's included, rather than resolving the problems for which they had ample notice of – the  
12 directors rather than exercising their duties and powers of loyalty and care, throughout 2022 and  
13 2023 disengaged, took no measures to curb or moderate the employment conditions of  
14 discrimination, retaliation, and hostile environment that they were well aware of.

15 5.88. As a consequence of the board's lack of engagement and failure to proactively  
16 arrive resolve the employment conditions the Plaintiff and other employees had complained of to  
17 the board – the board took a route which has found the Swedish Club and themselves in a easily  
18 \$500,000, risk intense situation – not just for the Swedish Club but for the board members  
19 personally.

20 5.89. The same holds true as the situation relates to the mistreatment of members it has  
21 allowed by the board's employees, the executive directors it has sole supervisory authority over  
22 – it likewise now is faced with the same high dollar value risk through litigation – not just for the  
23 Swedish Club but for the board members personally. Again, the board member defendants have  
24 put their self-interests ahead of their fiduciary duties to the Club, choosing to get a full ride legal  
25 defense courtesy of the Club's director's and officer's insurance policy rather than to have been  
proactive from the start and all along – exercising their best business judgment, and their duties  
of loyalty and care.

**IV. CAUSES OF ACTION**  
**1. BREACH OF FIDUCIARY DUTY**  
**As to All Defendant Board Members**

1. Plaintiff incorporates by reference each of the allegations in all prior paragraphs in this Complaint as though fully set forth therein.

2. Defendants owed fiduciary duties, duties of loyalty and care to the Swedish Club by virtue of their roles as directors and officers of the Swedish Club.

3. Defendants breached their fiduciary duties to the Swedish Club and Plaintiff through numerous actions, including the following:

- a) Defendants knew that the executive directors' financial conduct was resulting in mounting operating deficits but failed to supervise its executive directors and gain control over the Club's money.
- b) Inexplicably the Defendants gave substantial support for the executive directors' financial missteps and to each other Defendant's breach of their fiduciary duties, and duties of loyalty and care.
- c) Defendants' conduct was a substantial factor in causing harm to Plaintiff.
- d) Defendants knew that the executive directors' treatment of the members was resulting in mounting turmoil and discontent by the members, and particularly had targeted the Plaintiff.
- e) Inexplicably the Defendants gave substantial support for the executive directors' harsh and impermissible treatment of the Plaintiff and other members, and each other Defendant's breach of their fiduciary duties, and their duties of care and loyalty.
- f) Defendants' conduct was a substantial factor in causing harm to Plaintiff.
- g) Defendants knew that the executive directors' treatment of the Club's employees, the Plaintiff, was resulting in discrimination, a hostile work environment, and leading to incidents of retaliation and wrongful termination for which the Swedish Club could be held liable for.

h) Inexplicably the Defendants gave substantial support for the executive directors' employment related acts and to each other Defendant's breach of their fiduciary duties, and their duties of care and loyalty.

i) Defendants' conduct was a substantial factor in causing harm to Plaintiff.

## **V. PRAYER FOR RELIEF**

1. A declaration that Defendants breached their duties of loyalty, care and obedience to the Swedish Club and to Plaintiff;

2. Removal of Defendants from their board of director and officer positions;

3. Appointment of a Custodial Receiver to:

a) Oversee the management of the Swedish Club's operations.

b) Provide an accounting of the Swedish Club's finances, real estate holdings, and other assets.

c) Oversee an election for the replacement of the board of directors members and officers and the appointment of a new executive director.

d) Investigate all matters related to the treatment by the executive directors and Swedish Club board of the Swedish Club's past and present members and employees, and provide appropriate relief and compensation for any damages borne by those members and employees as a consequence of any mistreatment they may have experienced at the hands of the executive directors of Swedish Club board members/officers – the Defendants herein.

4. Reasonable attorney's fees and costs under Washington law.

5. Further and additional relief that the Court deems just and equitable.

Respectfully Submitted and Dated this 27<sup>th</sup> day of June 2024.

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