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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.

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

5 II. JURISDICTION AND VENUE

6 13. This court has jurisdiction over this matter pursuant to RCW 4.28.020 and RCW
7 4.28.080. The Superior Court of King County, State of Washington, has subject matter
8 jurisdiction over this action pursuant to RCW 2.08.010.

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

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

17 III. FACTS

18 5.1. Throughout 2021 and 2022 the Swedish Club’s executive director ran the
19 Swedish Club operations on a deficit basis. In 2021 the Club barely broke even, it had multiple
20 months of operating deficits but managed to end that year with a \$90,000 surplus. However, in
21 2022 the Swedish Club’s slide to operating losses and the level of them incrementally multiplied
22 each month.

23 5.2. By the end of 2022, Ms. Leander had accrued \$455,000 in operating losses. Her
24 successor, Elizabeth Norgren, the current executive director, far exceeded Ms. Leander’s record
25 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.¹ 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
25

¹ 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.²

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."³ "They gently request that the
10 Swedish Club keep the stocks for one year."⁴

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 \$210,610⁵

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.⁶

20 ² 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 ³ Leander, Kristine. "Executive Director's Report SC Board Meeting Oct 6, 2021." Swedish Club. October 6, 2021.

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

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

⁶ "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.⁷

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. Jones’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, 2017.⁸ In June 2022, the amount bequeathed to the Club came to \$1,249,954.⁹

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

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

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

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

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

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.¹²

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.”^{13, 14}

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.

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

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

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

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

¹⁴ 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.*¹⁵

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

¹⁵ 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 ^[16] 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].”¹⁷ 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”¹⁸

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,¹⁹ 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”²⁰ have planned on receiving another \$150,000 cash infusion in December for the operations of the Swedish Club.²¹

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].”²²

2023 - From Spendthrift to Profligate Spending to Drunken Sailor

¹⁶ Defendant Toene Hayes, former staff account for the Swedish Club.

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

¹⁸ Definition provided by Google Oxford Languages Dictionary.

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

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

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

²² 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 \$175,000,²³
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.”²⁴

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

25 ²³ Hayes, Toene. “12-2022 Fin Comm Report 20230120.” Swedish Club. January 20, 2023.

²⁴ 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.*²⁵

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 Million²⁶ (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 ²⁵ Washington SOS., Washington AG. "Chrity * Nonprofit Board Service in Washinton State: A Quick Guide."
25 Washington Secretary of State. Washington State Office of the Attorney General. Revised January 2023.
<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.

²⁶ 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.”²⁷

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 ²⁷ 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.

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 Treasurer Falters**

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."²⁸

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.

²⁸ 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.

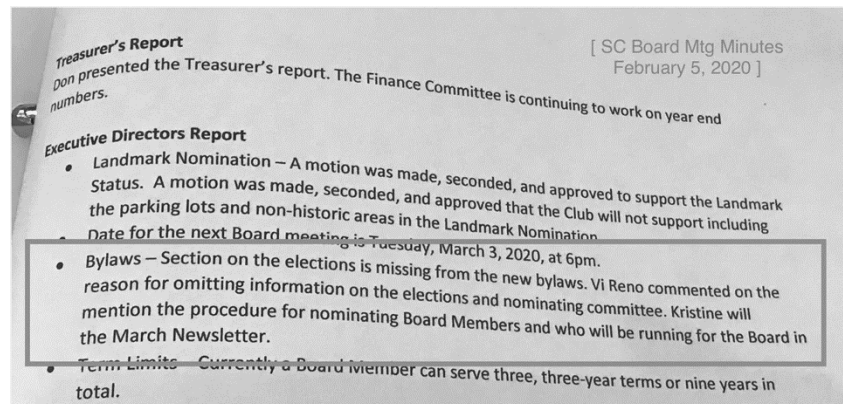
15 5.49. In 2024, Ms. Norgren's and the Club's attorneys took the opportunity to retaliate
16 against Club's members they had targeted for being involved in efforts to investigate what had
17 been going on with the Club's finances and Ms. Norgren's hostile behavior against the
18 membership by using 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 6th

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.”²⁹

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.

²⁹ 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.

5.74. Most telling was the members' meeting when the Club's treasurer/board member put on a PowerPoint show about what did or did not constitute fraud by a board member.

- In February 2024 the SCBOD dramatically revealed at the monthly members’ meeting that the SCBOD held all the power over the Swedish Club’s board of director elections – it revealed that it had passed a Nominating Committee Charter that the members must now obey – the *Charter* referenced in paragraph 6.21 above.

- In February 2024 the SCBOD made a mid-year appointment to the board, an individual of its own choosing it had decided to have fill a vacated position, however it did that while refusing to consider the February applications of two other people that had applied to be on the board. At the time they told them they would have to stand for election in April 2024. However, as it turned out the board black balled those candidates by refusing to consider their applications, claiming that made them ineligible to be on the board/run for election.

2024 Election Interference Activity by the Board of Directors and Their Co-Conspirators

5.75. The following published statements by Swedish Club members affirm the history of the events leading to the perverted April 17, 2024 board election:

February 2024

- “Members feel unsafe and unwelcome to participate in meetings with time restraints to speak, rigid agendas, and having witnessed the intimidating restraint of a Club Member and a staff member telling a Member to "Shut up!" at a Members’ meeting.”

- “At the Members Meeting on February 21 several members were nominated for board positions from the floor: Langdon Miller for President, Kris Johansson for Vice President, Brian Runberg, and Eckhard Schipull for Board director positions. Effective board leadership is crucial for the future of the Swedish Club.”

- “At the February Members’ meeting, members nominated several candidates from the floor for Board of Directors and Officer positions. Langdon Miller was nominated for President, Kris Johansson for VP; and Eckhard Schipull and Brian Runberg for the Board of Directors. Board leadership immediately intervened and announced that nominations from the

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,
14 just to be sure."

15 April 2024

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

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

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

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 required³⁰ 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:

³⁰ 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 27th day of June 2024.

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