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8 **STATE OF WASHINGTON**  
9 **KING COUNTY SUPERIOR COURT**

10 ELIZABETH A. CAMPBELL, an  
11 individual,

12 **Plaintiff,**

13 v.

14 SHARON LUCAS, an individual, MOLLY  
15 OLSON a/k/a MOLLY OLSON SMITH, an  
16 individual, TOENE HAYES, an individual,  
17 KRISTINE LEANDER, an individual,  
18 GARY SUND and VINDA SUND,  
19 individually, and the marital community  
20 thereof, ELIZABETH M. NORGRN, an  
21 individual, LARS MATTHIESEN and  
22 YARA H. O. SILVA, individually, and the  
23 marital community thereof, VI RENO, an  
24 individual, SHAMA ALBRIGHT, an  
25 individual, GREGORY ALBRIGHT, an  
26 individual, MARY EMERSON, an  
individual, IB R. ODDERSON, and INGRID  
SALMON, individually, and the marital  
community thereof, LANGDON L.  
MILLER and MARTA K. SCHEE,  
individually, and the marital community  
thereof, NEIL SNYDER and LISA K.  
LINDSTROM, individually, and the marital  
community thereof, KRIS E. JOHANSSON,  
an individual, MARTIN K. JOHANSSON,  
an individual, ANNA FAINO and  
NICOLAUS FAINO, individually, and the  
marital community thereof, SARAH D.

NO. 23-2-25195-4 SEA

FIRST AMENDED VERIFIED  
COMPLAINT FOR INJUNCTIVE  
RELIEF AND DAMAGES

1. ASSAULT
2. BATTERY
3. FALSE IMPRISONMENT
4. DEFAMATION
5. FALSE LIGHT
6. TORTIOUS INTERFERENCE  
BUSINESS EXPECTANCY
7. TORTIOUS INTERFERENCE  
EMPLOYMENT EXPECTANCY
8. INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS
9. NEGLIGENT INFLICTION OF  
EMOTIONAL DISTRESS
10. BREACH OF CONTRACT  
VICARIOUS LIABILITY
11. NEGLIGENT HIRING
12. NEGLIGENT SUPERVISION
13. NEGLIGENT RETENTION

1 ALAIMO, and JOHN A. ALAIMO,  
2 individually, and the marital community  
3 thereof, SWEDISH CULTURAL CENTER  
4 d/b/a the SWEDISH CLUB, a Washington  
5 non-profit corporation, SWEDISH CLUB  
6 FOUNDATION, a Washington non-profit  
7 corporation, JANE ISAKSON LEA  
8 FOUNDATION, a Washington non-profit  
9 corporation, GREAT AMERICAN  
10 INSURANCE AGENCY INC., a foreign  
11 profit corporation, and LANE POWELL PC,  
12 a foreign profit corporation, PRIYA B.  
13 VIVIAN, and MATTHEW J. VIVIAN,  
14 individually, and the marital community  
15 thereof, and DOES 1-20, inclusive,

16 Defendants.

17 14. NEGLIGENCE-PREMISES  
18 LIABILITY  
19 15. INTERFERENCE  
20 16. AIDING AND ABBETTING  
21 17. VIOLATIONS RCW 49.60 ET SEQ  
22 18. RETALITION SMC 14.20  
23 19. VIOLATION TITLE VII CIVIL  
24 RIGHTS ACT  
25 20. VIOLATIONS RCW 49.46.090  
26 21. VIOLATIONS RCW 49.46.130  
27 22. VIOLATIOS SMC 14.20  
28 23. VIOLATIONS RCW 19.86.02  
29 24. VIOLATIONS RCW 49.60.215  
30 25. VIOLATIONS SMC 12.0  
31 26. BREACH OF CONTRACT –  
32 COURTESY SIGN  
33 27. BREACH OF CONTRACT -  
34 MEMBERSHIP

35 **COMES NOW**, Plaintiff, Elizabeth Campbell, and brings this action against defendants  
36 named herein, Ms. Campbell re-alleges and incorporates her preceding version of this  
37 COMPLAINT filed in this matter on December 19, 2023 by reference, and complains and alleges  
38 the following on information and belief:

### 39 I. INTRODUCTION

40 1.1. This case is about what has been an extremely trying and distressing experience  
41 for the Plaintiff, Ms. Campbell, being a member of the Swedish Club and especially being an  
42 employee of the Club.

43 1.2. As an employee and a member Ms. Campbell has been subjected to the withering  
44 treatment of the Swedish Club's then Executive Director, defendant Kristine Leander, being  
45 assailed by an almost daily barrage of if not direct insults, then indirect attacks of an illogical,  
46 arbitrary, demeaning, and isolating nature by Ms. Leander.

1           1.3. Ms. Leander's replacement, Ms. Norgren, was not much better, she terminated  
2 Ms. Campbell's employment and severely restricted her membership within two days of Ms.  
3 Norgren assuming her position as executive director, without ever having even spoken to or  
4 meeting Ms. Campbell

5           1.4. The experiences Ms. Campbell has been through are very debilitating and  
6 humiliating, are a tremendous challenge to Ms. Campbell's well being as a person, I has affected  
7 her peace of mind and enjoyment of life, as a person, as a Swedish Club member and weighed  
8 heavily on her throughout the time she was a Swedish Club employee.

9           1.5. Ms. Campbell's enjoyment of life, her sense of safety and emotional wellbeing  
10 during the time and after she was an employee, and as a member, have all been negatively  
11 affected by the actions of each of the defendants.

12           1.6. Ms. Campbell has witnessed and experienced the negative impacts that resulted  
13 from Ms. Leander's, Mr. Rahman's, Ms. Hayes', Ms. Lucas', Ms. Alaimo's, the Swedish Club's  
14 Board's mistreatment of herself, of members, and fellow employees; and conversely the same  
15 holds true related to Ms. Campbell being impacted by, experiencing, and frequently hearing  
16 about the present executive director of the Swedish Club, Elizabeth Norgren's aggressive tactics  
17 against employees and members.

18           1.7. Ms. Campbell has been subjected to harassment, discrimination, retaliation, and  
19 ongoing hostile activity by first Ms. Leander, then Ms. Norgren, their lieutenants, Ms. Alaimo  
20 and Ms. Lucas, and by the Swedish Club's Board of Director's, even their legal counsel's  
21 mistreatment of Ms. Campbell, sending unfounded threatening letters to her, of Club members,  
22 of Club employees. These experiences have been and continue to be emotionally damaging and  
23 distressing to Ms. Campbell.

24           1.8. Starting in 2021, throughout 2022 and 2023, Ms. Campbell has witnessed and  
25 experienced, and been informed about the negative impacts that have resulted from Ms.  
26 Leander's when she was the executive director, the Swedish Club's Board's, and then

1 subsequently the present executive director of the Swedish Club, Elizabeth Norgren's  
2 mismanagement of the Swedish Club's operations and finances, the stunning level of financial  
3 losses each month; that have been ongoing for the better part of over two years now.

4 1.9. The above coupled with the dedication of the now entrenched Swedish Club  
5 board of directors' and the executive directors' to operating in a furtive and obstructive manner,  
6 failing to without reservation to honesty disclose to Swedish Club members the Club's finances,  
7 of its capital project plans, its real estate property plans, and the management thereof, all has  
8 contributed to Ms. Campbell losing peace of mind, a sense of wellbeing, and has caused her  
9 emotional distress by having been either subjected to or exposed to these situations, people  
10 controlling or otherwise dominating them, and most of all, concomitantly losing the full  
11 enjoyment of her Swedish Club membership, the loss of her job, and certainly not being free of  
12 harassment, retaliation, and the isolation during her employment. These experiences and the  
13 repercussions associations with them continue to be emotionally damaging and distressing to  
14 Ms. Campbell.

15 1.10. Related to her then fellow employees, Ms. Campbell has watched as one by one  
16 certain ones were decimated, either directly dismissed by Ms. Leander, or finally weary of being  
17 mistreated, verbally assaulted, and emotionally abused by Ms. Leander, Ms. Campbell's valued  
18 friends, colleagues, and other workers resigned.

19 1.11. Ms. Leander's, and Ms. Leander's then "executive team", Anis Rahman's, and  
20 Toene Hayes's actions and behaviors towards Ms. Campbell were often discriminatory,  
21 retaliatory, and offensive.

22 1.12. One by one Ms. Campbell and her employee colleagues labored under a regime  
23 that was led by a tyrant, Ms. Leander, then her successor, another tyrant, Ms. Norgren, both  
24 supported by all too willing accomplices, at the times relevant herein, Ms. Leander by her close  
25 circle of friends, and by Swedish Club employees, Mr. Rahman and Ms. Hayes, then Ms.  
26 Alaimo, and then Ms. Norgren by again, her close circle of friends, Swedish Club employees

1 Joel Cambern and Camille Parker, and Ms. Alaimo. Each of those individuals were 100%  
2 supported in their destructive acts by the Swedish Club Board of Directors, many of whom are  
3 defendants in this case, by the successive round of attorneys employed by the Swedish Club, Ms.  
4 Reno, Chelsea Petersen, and the lawyers employed by its Directors and Officers insurance  
5 provider, Great American Insurance Agency Inc., Lane Powell PC, and its employee, Ms.  
6 Vivian.

7 1.13. Both Ms. Leander and the board, which in large part was under her control, then  
8 Ms. Norgren who has followed in the same general pattern as her predecessor Ms. Leander, have  
9 captured what power structure there has been at the Swedish Club, aggregated that power to  
10 themselves personally, and wreaked their own brand of personal vitriol, havoc, turmoil, anger,  
11 and discontent upon the people that crosses their path; and mismanaged the Club's operations  
12 and finances in the bargain – all the while wasting valuable resources and assets – the Club's  
13 employees and substantial amounts of money, hundreds of thousands of dollars of mostly  
14 donors' money.

15 1.14. Ms. Campbell had a front row seat observing what went on in the above regard,  
16 and had, continues to have access to the people and information that are party and privy to the  
17 matters complained of herein.

18 1.15. Just observing and learning about what has taken place, knowing about the many  
19 experiences and events that have been damaging to the Club's members, employees, to the  
20 existential integrity of the Club, its brand, has been and is a very sad experience for Ms.  
21 Campbell.

22 1.16. The culture of emotional violence and abuse and sexual and general harassment  
23 at the Swedish Club continues to the present, January 2024, is active, pervasive, and has had  
24 very negative outcomes for many people - members and employees alike, and specifically  
25 incredibly negative outcomes for Ms. Campbell as a member, as an employee, and as an  
26 individual.

1 1.17. Beginning in late 2020 Ms. Leander extraordinarily first engaged in activities of  
2 a deeply personal nature. It was an insidious campaign of subterfuge and intrigue that Ms.  
3 Campbell later on figured it out, it was intended to at least destabilize the decades' long  
4 friendship and intimate relationship between Mr. Matthiesen and Ms. Campbell.

5 The majority of these activities Ms. Leander's complained of herein were related to any  
6 business purpose or were for the benefit of the Swedish Club. Ms. Leander was manifestly acting  
7 outside the scope of her executive director's responsibilities, or with malicious purpose, in bad  
8 faith, or in a wanton or reckless manner; but she did every bit of it on the Swedish Club's dime,  
9 time, and while under the supervision of the club's board of directors.

10 1.18. In August 2021, concurrent with Ms. Leander's attempts to interfere with Ms.  
11 Campbell's personal relationship with Mr. Matthiesen, Ms. Leander waged a campaign of  
12 aggression against Ms. Campbell's membership with the Swedish Club.

13 1.19. Later on, Ms. Leander was if not assisted with was supported in that by Ms.  
14 Alaimo, Ms. Hayes, Mr. Matthiesen, Ms. Lucas, and certain members of the Swedish Club and  
15 the Club's board of directors, particularly Ms. Albright and Ms. Olson.

16 1.20. Their aggression has included impairing Ms. Campbell's membership rights –  
17 including but not limited to making Ms. Campbell's attendance at board meetings difficult to  
18 attain and then attend, often emotionally difficult when she has been in attendance; and when  
19 the board meetings were in-person, ensuring that Ms. Campbell received the message that her  
20 presence at the meeting was not welcome, then putting up roadblocks that made those meetings  
21 physically uncomfortable. Ms. Leander made it her mission to ensure that the three in-person  
22 board meetings that were held at the Club on June 3, 2022, November 2, 2022, and on March 1,  
23 2023, were as unpleasant as possible for Ms. Campbell to attend.

24 1.21. Ms. Leander's tactics for the in-person board meetings included an array of  
25 micro-aggressions – one example – Ms. Leander made the seating for guests at these in-person  
26 meetings difficult, through the arrangement of chairs, and by spatially making non-guest seating

1 awkward, less accessible, not providing accurate meeting times, and generally establishing a less  
2 than welcoming environment for the in-person meetings.

3 Because of the problems over the guest seating being awkward and certainly “hostile” at  
4 the June 3, 2022 in-person meeting, on October 31, 2022 Ms. Campbell wrote Ms. Leander and  
5 requested that some foresight go into seating arrangements, “One suggestion I would like to  
6 make is that space be set aside for guests to comfortably sit and eat if they are sharing in the  
7 meal - and that the timing of the meal be shared with those guests. Last time this happened those  
8 arrangements were not made.” Ms. Leander replied, “I’m sure you and Lorelei will be able to  
9 find a table there to eat at.” The off-handed reply by Ms. Leander is evident, she is aware just as  
10 Ms. Campbell is that all the tables and chairs in the dining room where the board meeting was  
11 to be held are only set out based on specific events that are held there, what the guest count is,  
12 and that reserving or requesting a seating place is necessary.

13 On November 2, 2022 the seating set aside for Ms. Campbell and Ms. Stevens was at a  
14 single table placed at a distance from the Board’s table – a small table far enough away that it  
15 was difficult to comprehend what the board members were saying – Ms. Campbell endured the  
16 ignominy of being at the “Children’s Table” for a portion of that meeting.

17 Another tactic employed by Ms. Leander to ensure a level of discomfort for non-board  
18 members attending the in-person board meetings was related to the food served at those  
19 meetings. Board members attending in-person meetings are given a free dinner, wine, and  
20 dessert.

21 Ms. Campbell had no expectation that she would receive the free dinner and expected if  
22 food were available she would pay for it if access to food was granted by Ms. Leander. But even  
23 that was made difficult by Ms. Leander for all three of the in-person meetings.

24 For the in-person meeting on June 3, 2022, Ms. Leander debated for several days about  
25 whether guest could or could not purchase food. At the last minute she said they could; Ms.  
26

1 Campbell and Ms. Stevens, the only two guests attending, reserved their food, however only Ms.  
2 Stevens was served food. Ms. Campbell was not.

3 The next in-person board meeting cycle, for November 2, 2022, Ms. Leander set the bar  
4 against serving food to non-board members, “We really don’t plan for guests to eat with the  
5 Board, and it’s been on a food available basis.” Then by turns Ms. Leander dithered over whether  
6 food would even be available for purchase, if it was to be purchased, maybe it could be if there  
7 were leftovers from the food served to the board members, “If there is enough food to share after  
8 Board members have gotten their dinners, you and Lorelei are welcome to share in it. Since we  
9 will wait until all the Board members are there and have gotten their dinners, guests may share  
10 in what is available after 6 pm.” Ms. Leander’s slight wasn’t lost on Ms. Campbell. The not too  
11 subtle subtext was that Ms. Campbell and Ms. Stevens were second class citizens, worthy only  
12 of having the leftovers of their betters.

13 1.22. Another disruptive tactic employed by Ms. Leander to make the participation in  
14 the in-person board meeting unpleasant was related to the meeting packet – for Zoom board  
15 meetings Ms. Leander sent the board meeting packets in advance and by delivered by email; for  
16 the in-person meetings Ms. Leander told Ms. Campbell she would only provide a printed copy  
17 for Ms. Campbell that she could pick up when she arrived at the in-person board meeting, “The  
18 relevant materials will be available for you and Lorelei to pick up at the meeting.”

19 1.23. Additionally, other tactics by Ms. Leander and others has been recording board  
20 meetings without permission, ending the meetings in order to exclude Ms. Campbell’s and others  
21 participation; Ms. Leander in contravention to the Club’s *Bylaws*, preventing Ms. Campbell from  
22 attending the board’s standing committee meetings, the building and finance committees; Ms.  
23 Leander refused to provide the Zoom links to these for a portion of 2021, throughout 2022, on  
24 through to February of 2023.

25 Despite Ms. Campbell’s notice to the Swedish Club board of directors, which has  
26 supervisory and accountability rights over Ms. Leander, about Ms. Leander obstructing Ms.



1 Campbell's right to attend board and committee meetings as either a member or as an employee  
2 it never intervened on her behalf.

3 1.24. In late 2021 on through to March 2023 Ms. Leander fomented and maintained a  
4 hostile work environment that included a range of activities meant to harass, vex, and otherwise  
5 harm Ms. Campbell personally, as an employee, and to undermine Ms. Campbell's status as an  
6 member.

7 1.25. Ms. Campbell has shared the above and below events, activities, and her  
8 observations and sentiments, and especially her objections about this shabby and harmful  
9 treatment of her by Ms. Leander, with Ms. Leander - in writing at all times, both before and after  
10 the January 18, 2022, staff meeting with her, and during multiple one-on-one meetings with her  
11 from time to time throughout 2022.

12 1.26. Ms. Campbell has also shared the same information with others - the majority of  
13 time in writing and a handful of times in conversations throughout 2022 and 2023, with the board  
14 members for example, its presidents, first Gary Sund, then Shama Albright, its other officers and  
15 members, with the Swedish Club's alleged HR director, Sarah Alaimo, and the Club's Perkins  
16 Coie attorneys, all individuals that were in a position to insist on setting in place protections  
17 against the negative and emotionally draining and upsetting things that have occurred to Ms.  
18 Campbell as an individual, as an employee, and as a member - all at the hands of Ms. Leander,  
19 then at the hands of her friends and supporters, Ms. Lucas, Mr. Matthiesen, Karen Choyce, Judy  
20 Cooper; and others.

21 1.27. Ms. Campbell met several times with the director of human resources, Ms.  
22 Alaimo, as well as provided her written complaints and evidence about Ms. Leander's and her  
23 executive team's aggressive treatment and mistreatment of not just Ms. Campbell, but also of  
24 other Swedish Club employees and members. That likewise was to no avail.

25 1.28. No meaningful or enduring respite or cessation of Ms. Leander's hostile  
26 workplace environment took place, no cessation of Ms. Leander's micro aggression campaigns

1 she waged against Ms. Campbell, and there was zero indication that any of the leadership of the  
2 Swedish Club – its board of directors – once having actual and constructive notice about the  
3 matters complained of herein, cared, took steps to stop or remedy the situations brought to their  
4 attention; and certainly there was no respite actions undertaken or leadership from the Club’s so-  
5 called human resources director, Sarah Alaimo aka agent of the law firm Defendant herein, Lane  
6 Powell PC. All indications from Ms. Campbell’s viewpoint were that Ms. Leander had them in  
7 her bag, drinking Ms. Leander’s Kool-Aid.

8 1.29. The Swedish Club’s board, its presidents (first Gary Sund then Shama Albright),  
9 the Club’s attorneys, Vi Reno, Perkins Coie, Lane Powell PC, Priya Vivian, the “HR director”,  
10 were all in a position of oversight and authority at a multiple of levels, especially the officers  
11 and members of the Swedish Club’s board of directors.

12 1.30. The board of directors of the Swedish Club are invested with statutory, and  
13 administrative authority, the latter vis-à-vis the Swedish Club’s articles of incorporation and  
14 bylaws, to oversee and demand the accountability of the executive director who serves at their  
15 pleasure. More importantly the directors have not just the authority but a duty to order the  
16 cessation of the acts complained of below. The directors are stewards of and have a fiduciary  
17 duty over the Swedish Club’s operations, assets, and financial resources.

18 They failed miserably on all accounts – including but not limited to allowing first Ms.  
19 Leander and then her successor, Elizabeth Norgren, to mismanage and literally mis-spend the  
20 Club’s money – each month of their tenure racking up successively greater operation deficits;  
21 more importantly, the distinction is the hundreds of thousands of dollars wasted was first and  
22 foremost money given to the Club by incredibly generous donors that believed in the Swedish  
23 Club dream, but had no idea about the harsh underbelly of it.

24 1.31. Despite having over a year’s worth of actual and constructive notice from Ms.  
25 Campbell alone about negative and disturbing incidents that had taken place at Ms. Leander’s  
26 and others’ hands, her mistreatment of Ms. Campbell as a member and as an employee, her

1 ongoing financial “misadventures”, the Swedish Club Board of Directors did nothing – and most  
2 troubling of all engaged in and supported retaliatory acts against Ms. Campbell.

3 1.32. The board went on to engage with their attorneys and others in a variety of covert  
4 and not so covert efforts to cover up their own complicity in all the incidents that occurred in  
5 this matter – including conspiring to fire Ms. Campbell and attempting to terminate her  
6 membership in the Swedish Club – activities designed to silence Ms. Campbell and “cancel” her  
7 as it were.<sup>1</sup>

8 1.33. In 2022 Ms. Campbell provided statements and evidence about the employment  
9 and membership related abuses promulgated by Ms. Leander and others against Ms. Campbell,  
10 at the following times, to the Swedish Club’s board, from January 2022 to March 2023; tp the  
11 Swedish Club’s attorneys, from May 2022 to August 2022; and to its Human Resources person,  
12 Ms. Alaimo, November 2022 to February 2023. At no time was there any indication that an  
13 effort to intervene, halt the abuses, arrive at a resolution was undertaken by the responsible  
14 defendants.

15 In fact, Ms. Leander, Ms. Hayes and Anis Rahman on August 5, 2022, Ms. Alaimo on  
16 November 29, 2022 and Ms. Albright and Ms. Smith on February 13, 2023 all parties had in-  
17 person meetings with Ms. Campbell, had wide latitude and opportunity to resolve this entire  
18 manner, to make Ms. Campbell whole, feel safe, and instead thereafter engaged in dilatory  
19 tactics, let the status quo continue, all of which continued to be damaging to Ms. Campbell as an  
20 individual, employee, and as a Swedish Club member.

21 1.34. Ms. Campbell has also filed discrimination, retaliation, and hostile workplace  
22 complaints in April and May 2022 with the proper authorities, the U.S. EEOC, the Washington  
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24 <sup>1</sup> Cancel culture exposes individuals to trials outside courtrooms. These individuals suffer damages for being tried and convicted  
25 by the general public without procedural guarantees ensuring impartiality, fairness and defense. Publicly judging a person  
26 before the matter is brought to a platform tailored for judicial purposes thus seems to impair due process, fairness, and  
impartiality. In fact, they tend to result in substantial damages (mostly reputational damages) that could be the reason for tort  
claims (libel and defamation claims). Source: Oliveira, Beatriz. “A Return to Public Square Trials? How Cancel Culture and  
Perp Walks May Undermine Trial Impartiality and Criminal Justice.” Columbia Undergraduate Law Review. July 21, 2021.

1 Human Rights Commission, and the City of Seattle Office of Human Rights; and updated those  
2 complaints several times throughout 2022 and in 2023.

3 1.35. Month after month, sometimes day in and day out Ms. Campbell was used and  
4 abused by Kristine Leander as an employee/member, and especially been subjected in particular  
5 to her ongoing scheme that amounts to employment fraud, i.e., the rounds of recruitment and  
6 multiple hires related to the “Food Service Manager” position, culminating in its last  
7 employment deception January 2023, went defendants Ms. Leander, Ms. Alaimo, and co-  
8 conspirators crafted a job description “Food and Bar Services Manager” to screen Ms. Campbell  
9 out, make it difficult to impossible for her to qualify for the real position, the food service  
10 manager job that had been persistently open all of 2022.

11 1.36. The travesty of the general human cost, the emotional and psychological cost to  
12 Ms. Campbell, the cost to her physical and mental health, the cost to her sense of safety and well-  
13 being that she should have had as a Swedish Club member and employee, not to mention the full  
14 benefit and enjoyment that she should have derived from her membership in the Swedish Club  
15 is inexcusable; it is a blot on the memory of the many well meaning members of the club, of the  
16 many people that have literally invested millions of dollars in the club, thinking that it operated  
17 in an egalitarian, well meaning, even functional and civil manner.

18 1.37. Finally – there is the unnecessary damage that Ms. Leander, Ms. Norgren, Ms.  
19 Alaimo, and the board of directors have done to Ms. Campbell, to others, and to the Swedish  
20 Club institution, the spendthrift manner in which they wasted hundreds of thousands of dollars  
21 in 2022 and 2023, damaged its brand and reputation, how they failed to support decent,  
22 hardworking employees, and disrespected and disenfranchised the members, was uncalled for  
23 and reprehensible.

## 24 **II. JURISDICTION**

25 2.1 Jurisdiction is proper in this Court under, RCW 2.08.010, RCW 4.12.025(1),  
26 RCW 4.12.025(3)(a)(c)(d); under the Washington State Consumer Protection Act, RCW

1 19.86.090, RCW 19.86.093; under the Washington Nonprofit Corporations Act, 3RCW  
2 24.03A.025(1)(3); under RCW 49.12.150 Industrial Welfare; under the Washington State Law  
3 Against Discrimination RCW 49.60.020 and RCW 49.60.030(2); and under the City of Seattle  
4 Public Accommodations Ordinance SMC 14.060.040(A)(C)(D).

5 **III. VENUE AND GOVERNING LAW**

6 3.1 At all times relevant herein, Plaintiff Elizabeth Campbell was a resident of King  
7 County, in the state of Washington.

8 3.2 At all times relevant herein Defendant Sharon Lucas was a resident of Seattle,  
9 King County, in the state of Washington.

10 3.3 At all times relevant herein Defendant Molly Olson Smith was a resident of  
11 Seattle, King County, in the state of Washington.

12 3.4 At all times relevant herein Defendant Toene Hayes was a resident of Seattle,  
13 King County, in the state of Washington.

14 3.5 At all times relevant herein Defendant Kristine Leander was a resident of  
15 Seattle, King County, in the state of Washington.

16 3.6 At all times relevant herein Defendants Gary and Vinda Sund were residents of  
17 Redmond, King County, in the state of Washington.

18 3.7 At all times relevant herein Defendant Elizabeth Norgren was a resident of  
19 Edmonds, Snohomish County, in the state of Washington.

20 3.8 At all times relevant herein Defendants Lars Matthiesen and Yara A.O. Silva  
21 were residents of Edmonds, Snohomish County, in the state of Washington.

22 3.9 At all times relevant herein Defendant J. Vi Reno was a resident of King  
23 County, in the state of Washington.

24 3.10 At all times relevant herein, Defendants Shama Albright and Gregory Albright  
25 were residents of King County, in the state of Washington.  
26

1           3.11    At all times relevant herein Defendant Mary A. Emerson was a resident of  
2 Snohomish County, in the state of Washington.

3           3.12    At all times relevant herein, Defendants Ib Odderson and Ingrid Salmon were  
4 residents of King County, in the state of Washington.

5           3.13    At all times relevant herein, Defendants Langdon Miller and Marta Schee were  
6 residents of King County, in the state of Washington.

7           3.14    At all times relevant herein, Defendants Neal Snyder and Lisa Lindstrom were  
8 residents of King County, in the state of Washington.

9           3.15    At all times relevant herein Defendant Kris E. Johansson was a resident of  
10 King County, in the state of Washington.

11          3.16    At all times relevant herein Defendant Martin K. Johansson was a resident of  
12 King County, in the state of Washington.

13          3.17    At all times relevant herein, Defendants Anna V. Faino and Nicolaus S. Faino  
14 were residents of King County, in the state of Washington.

15          3.18    At all times relevant herein, Defendants Sarah D. Alaimo and John A. Alaimo  
16 were residents of King County, in the state of Washington.

17          3.19    At all times relevant herein Defendant Swedish Cultural Center d/b/a the  
18 Swedish Club had its principal place of business located in King County, State of Washington.

19          3.20    At all times relevant herein Defendant Swedish Club Foundation had its  
20 principal place of business located in King County, State of Washington.

21          3.21    At all times relevant herein, Defendant Jane Isakson Lea Foundation had its  
22 principal place of business located in King County, State of Washington.

23          3.22    At all times relevant herein, Defendant Great American Insurance Agency Inc.'s  
24 registered agent had its principal place of business located in Spokane County, State of  
25 Washington.



1           4.3     Defendant Molly Olson Smith (hereinafter “Ms. Smith”) at the time of the acts  
2 and omissions alleged herein, and at all times relevant herein was a resident of King County, in  
3 the state of Washington, and is a single person under the laws of the State of Washington. Her  
4 residential address is 745 Bellevue Avenue East, Apt 201, Seattle, WA 98102.

5           4.4     Defendant Toene Hayes (hereinafter “Ms. Hayes”) at the time of the acts and  
6 omissions alleged herein, and at all times relevant herein was a resident of King County, in the  
7 state of Washington, and is a single person under the laws of the State of Washington. Her  
8 residential address is 3641 13<sup>th</sup> Avenue West, Seattle, WA 98119.

9           4.5     Defendant Kristine Leander (hereinafter “Ms. Leander”), 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 5608 34<sup>th</sup> Avenue Northwest, Seattle, WA 98107-3335.

13           4.6     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  
20 performed for and on behalf of the other and the marital community. Their residential address  
21 is 14218 NE 74<sup>th</sup> St., Redmond, WA 98052-4141.

22           4.7     Defendant Elizabeth M. Norgren (hereinafter “Ms. Norgren”) at the time of the  
23 acts and omissions alleged herein, and at all times relevant herein was a resident of Snohomish  
24 County, in the state of Washington, and is a single person under the laws of the State of  
25 Washington, her residential address is 20415 81st Ave W, Edmonds, WA 98026-6716.  
26



1           4.8     Defendants Lars Matthiesen (hereinafter “Mr. Matthiesen”) and Yara H. O.  
2 Silva (hereinafter “Ms. Silva”) at the time of the acts and omissions alleged herein, and at all  
3 times relevant herein, Defendants Matthiesen and Silva were residents of Snohomish County,  
4 in the state of Washington, were spouses, and constituted a marital community under the laws  
5 of the State of Washington. Defendant Mr. Matthiesen is sued in his individual capacity along  
6 with his marital community. Defendant Ms. Silva is sued in her individual capacity along with  
7 her marital community. All acts performed by one are performed for and on behalf of the other  
8 and the marital community. Their residential address is 1200 Highland Drive, Edmonds, WA  
9 98020.

10           4.9     Defendant J. Vi Reno (hereinafter “Ms. Reno”) at the time of the acts and  
11 omissions alleged herein, and at all times relevant herein was a resident of King County, in the  
12 state of Washington, and is a single person under the laws of the State of Washington. Her  
13 residential address is 1301 Spring St, Apt 4E, Seattle, WA 98104-1350.

14           At all relevant times, Ms. Reno is an attorney duly licensed to practice law in the State  
15 of Washington.<sup>2</sup>

16           4.10     Defendants Shama Albright and Gregory Albright (hereinafter respectively  
17 “Ms. Albright” and “Mr. Albright”), at the time of the acts and omissions alleged herein, and at  
18 all times relevant herein, all acts performed by one were performed for and on behalf of the  
19 other and the marital community, and defendants Ms. Albright and Mr. Albright were residents  
20 of King County, in the state of Washington, were spouses, and constituted a marital  
21 community under the laws of the State of Washington; they are now divorced.<sup>3</sup>

22           4.10.1     Defendant Ms. Albright is sued in her individual capacity. Ms.  
23 Albright’s residential address is 14157 271<sup>st</sup> PI NE, Duvall, WA 98019.

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<sup>2</sup> Washington State Bar Association License #9385  
<sup>3</sup>

1           4.10.2       Defendant Mr. Albright is sued in his individual capacity. Mr.  
2 Albright’s residential address is 8606 35<sup>th</sup> Ave NE #302, Seattle, WA 98115.

3           4.11       Defendant Mary A. Emerson (hereinafter “Ms. Emerson”), at the time of the  
4 acts and omissions alleged herein, and at all times relevant herein was a resident of Snohomish  
5 County, in the state of Washington, and is a single person under the laws of the State of  
6 Washington, her residential address is 4786 Wilmington Way Mukilteo, WA 98275.

7           4.12       Defendants Ib R. Odderson and Ingrid M. Salmon (hereinafter respectively  
8 “Mr. Odderson” and “Ms. Salmon”), at the time of the acts and omissions alleged herein, and  
9 at all times relevant herein, Defendants Mr. Odderson and Ms. Salmon were residents of King  
10 County, in the state of Washington, were spouses, and constituted a marital community under  
11 the laws of the State of Washington. Defendant Mr. Odderson is sued in his individual  
12 capacity along with his marital community. Defendant Ms. Salmon is sued in her individual  
13 capacity along with her marital community. All acts performed by one are performed for and  
14 on behalf of the other and the marital community. Their residential address is 9319 NE 135th  
15 Lane, Kirkland, WA 98034.

16           4.13       Defendants Langdon L. Miller and Marta K. Schee (hereinafter respectively  
17 “Mr. Miller” and “Ms. Schee”), at the time of the acts and omissions alleged herein, and at all  
18 times relevant herein, Defendants Mr. Miller and Ms. Schee were residents of King County, in  
19 the state of Washington, were spouses, and constituted a marital community under the laws of  
20 the State of Washington. Defendant Mr. Miller is sued in his individual capacity along with  
21 his marital community. Defendant Ms. Schee is sued in her individual capacity along with her  
22 marital community. All acts performed by one are performed for and on behalf of the other  
23 and the marital community. Their residential address is 3057 Perkins Lane West, Seattle, WA  
24 98199

25           4.14       Defendants Neil Snyder and Lisa K. Lindstrom (hereinafter respectively “Mr.  
26 Snyder” and “Ms. Lindstrom”), at the time of the acts and omissions alleged herein, and at all

1 times relevant herein, Defendants Mr. Snyder and Ms. Lindstrom were residents of King  
2 County, in the state of Washington, were spouses, and constituted a marital community under  
3 the laws of the State of Washington. Defendant Mr. Snyder is sued in his individual capacity  
4 along with his marital community. Defendant Ms. Lindstrom is sued in her individual capacity  
5 along with her marital community. All acts performed by one are performed for and on behalf  
6 of the other and the marital community. Their residential address is 321 Highland Drive,  
7 Seattle, WA 98109.

8 4.15 Defendant Kris E. Johansson (hereinafter “Mr. K. Johansson”) at the time of  
9 the acts and omissions alleged herein, and at all times relevant herein was a resident of King  
10 County, in the state of Washington, and is a single person under the laws of the State of  
11 Washington. His residential address is 11043 1<sup>st</sup> Ave NW, Seattle, WA 98177-4824.

12 4.16 Defendant Martin K. Johansson (hereinafter “Mr. M. Johansson”) at the time of  
13 the acts and omissions alleged herein, and at all times relevant herein was a resident of King  
14 County, in the state of Washington, and is a single person under the laws of the State of  
15 Washington. His residential address is 2515 4<sup>th</sup> Ave, Unit 804, Seattle, WA 98121.

16 4.17 Defendants Anna V. Faino and Nicolaus S. Faino (hereinafter respectively “Ms.  
17 Faino” and “Mr. Faino”), at the time of the acts and omissions alleged herein, and at all times  
18 relevant herein, Defendants Mr. and Ms. Faino were residents of King County, in the state of  
19 Washington, were spouses, and constituted a marital community under the laws of the State of  
20 Washington. Defendant Ms. Faino is sued in her individual capacity along with his marital  
21 community. Defendant Mr. Faino is sued in his individual capacity along with her marital  
22 community. All acts performed by one are performed for and on behalf of the other and the  
23 marital community. Their residential address is 14600 Corliss Ave N., Seattle, WA 98133-  
24 6718.

25 4.18 Defendants Sarah D. Alaimo and John A. Alaimo (hereinafter respectively “Ms.  
26 Alaimo” and “Mr. Alaimo”), at the time of the acts and omissions alleged herein, and at all

1 times relevant herein, Defendants Mr. and Ms. Alaimo were residents of King County, in the  
2 state of Washington, were spouses, and constituted a marital community under the laws of the  
3 State of Washington. Defendant Ms. Alaimo is sued in her individual capacity along with her  
4 marital community. Defendant Mr. Alaimo is sued in his individual capacity along with his  
5 marital community. All acts performed by one are performed for and on behalf of the other  
6 and the marital community. Their residential address is 10117 SE 227th St, Kent, WA 98031-  
7 2153. At all relevant times, Ms. Alaimo was jointly employed by 1) Lane Powell PC, an  
8 Oregon corporation. At all relevant times Ms. Alaimo acted within the usual and ordinary  
9 course of her employment with Lane Powell and with Lane Powell’s knowledge and consent,  
10 and by 2) The Swedish Club, a Washington state non-profit corporation.

11 4.19 Defendant Swedish Cultural Center d/b/a the Swedish Club (hereinafter and  
12 interchangeably “Swedish Club”, “Club”) is registered with the Washington Secretary of State  
13 as both a Washington Nonprofit Corporation and as a Charitable Organization, with its  
14 principal place of business located at 1920 Dexter Avenue North, Seattle, Washington 98109.  
15 Elizabeth Norgren is its registered agent and resides at 20415 81st Ave W, Edmonds, WA  
16 98026-6716.

17 4.20 Defendant Swedish Club Foundation (hereinafter “SCF”) is a Washington  
18 nonprofit corporation with its principal place of business located at 1920 Dexter Avenue North,  
19 Seattle, Washington 98109. At all relevant times the SCF operated acted within the usual and  
20 ordinary course of the Swedish Club’s business, with the knowledge and consent of its parent  
21 corporation, the Swedish Club:

1 4.20.1 “The corporation...is organized and shall be operated exclusively for the  
2 support and benefit of the Swedish Cultural Center [Defendant Swedish Club].”<sup>4, 5</sup>

3 4.20.2 Elizabeth Norgren is the SCF’s registered agent and resides at 20415  
4 81st Ave W, Edmonds, WA 98026-6716.

5 4.21 Defendant Jane Isakson Lea Foundation d/b/a the Jane Foundation (hereinafter  
6 “JILF”) is a Washington nonprofit corporation with its principal place of business located at  
7 5608 34<sup>th</sup> Avenue North West. Kristine Leander is its registered agent and resides at 5608 34<sup>th</sup>  
8 Avenue Northwest, Seattle, 98107.

9 4.22 Defendant Lane Powell PC (hereinafter “Lane Powell”) is registered with the  
10 Washington Secretary of State as a Foreign Profit Corporation (Oregon), with its principal  
11 place of business located at 1420 5<sup>th</sup> Ave, Suite 4200, Seattle, WA 98101-2375. LPSL  
12 Corporate Services, Inc is its registered agent in Washington with its principal place of  
13 business located at 1420 5<sup>th</sup> Ave, Suite 4200, Seattle, WA 98101-2375.

14 4.23 Defendant Great American Insurance Agency Inc. (hereinafter “Great  
15 American”) is registered with the Washington Secretary of State as a Foreign Profit  
16 Corporation (Ohio), with its principal place of business located at 301 E. 4<sup>th</sup> St.. Cincinnati,  
17 OH 45202. United Agent Group Inc. is its registered agent in Washington with its principal  
18 place of business located at 707 W. Main Ave., Suite B1, Spokane, WA. 99201-0631.

19 4.24 Defendants Priya B. Vivian and Matthew J. Vivian (hereinafter either “Ms.  
20 Vivian” and Mr. Vivian” or “Mr. and Ms. Vivian”), at the time of the acts and omissions  
21 alleged herein, and at all times relevant herein, Defendants Mr. and Ms. Vivian were residents  
22 of King County, in the state of Washington, were spouses, and constituted a marital

23 \_\_\_\_\_  
24 <sup>4</sup> Dunsmore, Lorri. “Articles of Incorporation of Swedish Club Foundation.” Article 3. Purposes Section 3.1 Purposes. January  
25 4, 2016.

26 <sup>5</sup> “Our attorney compares the relationship of the Foundation to the Club to handcuffs. The SCF can give money ONLY [to] the  
Swedish Club. Source: Leander, Kristine. “Executive Director’s Report SC Board Meeting Oct 6, 2021...Appendix III Why the  
Swedish Club Foundation was set up as a separate entity.” The Swedish Club. October 6, 2021.

“

1 community under the laws of the State of Washington. Defendant Priya Vivian is sued in her  
2 individual capacity along with her marital community. Defendant Matthew Vivian is sued in  
3 his individual capacity along with his marital community. All acts performed by one are  
4 performed for and on behalf of the other and the marital community. Their residential address  
5 is 6536 Sycamore Ave NW, Seattle, WA. 98117-4846.

6 At all relevant times, Ms. Vivian was employed by Lane Powell PC, an Oregon  
7 corporation. Ms. Vivian is an attorney duly licensed to practice law in the State of  
8 Washington.<sup>6</sup> At all times Ms. Vivian acted within the usual and ordinary course of her employ  
9 and with Lane Powell’s knowledge and consent.

10 4.25 Plaintiff does not know the true names and capacities of the defendants named  
11 in this action, JANE DOES and JOHN DOES 1-20, inclusive (hereinafter “DOE [#]  
12 Defendant” or collectively “DOE Defendants”), and they are therefore sued by such fictitious  
13 names. Plaintiff will seek leave to amend this Complaint to show their true names and  
14 capacities when they have been identified. Plaintiff is informed and believes, and based  
15 thereon alleges that such fictitiously named defendants and each of them are responsible in for  
16 occurrences alleged herein, and that Plaintiff’s damages were proximately caused by their  
17 conduct.

18 4.26 Wherever in this complaint reference is made to “defendants”, such allegation  
19 shall be deemed to mean the acts of defendants acting individually, jointly, and/or severally.

## 20 V.FACTS

### 21 GENERAL ALLEGATIONS AS TO ALL CAUSES OF ACTION

22 5.1. The following facts *are not exhaustive*, they provide support for Plaintiff’s  
23 individual claims and causes of action.  
24  
25

26 <sup>6</sup> Washington State Bar Association License #51802

1                   **1. Defendants’ Relationship to the Swedish Club and its Alter Egos**

2                   5.2.     This action arises out of and relates to the harmful conduct and situations that  
3 damaged Ms. Campbell,<sup>7</sup> that were promulgated by the defendant individuals and others who  
4 are members, governors, employees, and volunteers of the Swedish Club, of the Swedish Club  
5 Foundation, of the Jane Isakson Lea Foundation, or are associated with the co-conspirators  
6 Great American Insurance Agency Inc. and Lane Powell PC, Priya Vivian, Sarah Alaimo:

7                   5.2.1 Defendant Swedish Club Members: Ms. Alaimo, Ms. Albright, Ms. Faino, Mr.  
8 K. Johansson, Mr. M. Johansson, Ms. Leander, Ms. Lucas, Ms. Norgren, Mr.  
9 Matthiesen, Mr. Miller, Mr. Odderson, Ms. Schee, Ms. Smith, Mr. Snyder, and Mr.  
10 Sund.

11                  5.2.1.1    All of the above are general members<sup>8</sup> of the Swedish Club.

12                  5.2.2 Defendant Swedish Club Board of Directors/Governors: Ms. Albright (Pres.),  
13 Ms. Smith (V. Pres.), Mr. Snyder (Treas.), Ms. Emerson (Sec.), Ms. Faino, Mr. K.  
14 Johansson, Mr. M. Johansson, Mr. Miller, Mr. Odderson, and Mr. Sund (former Pres.  
15 now Past Pres.), Ms. Leander (former ex-officio member), and Ms. Norgren (current  
16 ex-officio member).

17                  5.2.3 Defendant Swedish Club Employees: At the time of the events complained of  
18 herein Ms. Alaimo (HR Director, Director of People Partnerships (and  
19 employee/agent of Lane Powell PC)), Ms. Hayes (former HR Director, Accountant,  
20 Bookkeeper), Ms. Leander (former Executive Director, former Ex-Officio member of  
21 SCBOD), Ms. Norgren (Executive Director, Ex-Officio member of the SCBOD), and  
22 Ms. Lucas (Staff and Board Trainer, Consultant to SCBOD, former Interim Exec.  
23 Director) were employees of the Swedish Club and Swedish Club Foundation. Ms.  
24

25 <sup>7</sup> Ms. Campbell is a Swedish Club member of (2020-2024), and a former Swedish Club employee (2021-2023) and volunteer  
26 (2020-2023) of the Swedish Club.

<sup>8</sup> Article 2 Membership, Section 2.1 Members. *Amended and Restated Bylaws of The Swedish Club*. November 20, 2019.

1 Campbell is informed and believes and on that basis alleges that Ms. Alaimo is  
2 employed by the Swedish Club/SCF as its Director of People Partnerships (formerly  
3 its HR director) while also employed by defendant Lane Powell PC.

4 5.2.4 Defendant Swedish Club Foundation officers: Ms. Schee (President).

5 5.2.5 Defendant Swedish Club volunteers: Ms. Alaimo, Ms. Emerson, Ms. Lucas.

6 5.2.6 Defendant Swedish Club et al co-conspirators: At the time of the events  
7 complained of herein, Ms. Campbell is informed and believes and on that basis  
8 alleges that Great American Insurance Agency Inc., the Swedish Club's insurer,<sup>9</sup> and  
9 Lane Powell PC its legal counsel and its attorney, Ms. Priya Vivian, and its agent,  
10 Ms. Alaimo, have been in the past and in the present co-conspirators with Ms.  
11 Leander, Ms. Hayes, Ms. Lucas, the Swedish Club board of directors, Mr.  
12 Matthiesen, and at present engaged accordingly with Swedish Club employees  
13 Elizabeth Norgren, Joel Cambern, Ms. Alaimo, and SCBOD officers Ms. Albright,  
14 and Ms. Smith.

15 5.3. Defendant Ms. Leander was the incorporator of the Jane Isakson Lea  
16 Foundation (12-14-2011). and is its President and registered agent.

17 5.4. Defendant Ms. Leander was the incorporator of the Swedish Club Foundation  
18 (12-09-2015). Elizabeth Norgren is now its registered agent.

19 5.5. Defendant Ms. Leander was the incorporator of the Swedish Club Properties,  
20 LLC (04-09-15). Elizabeth Norgren is now its registered agent.

## 21 **A. SWEDISH CLUB GENERAL PROFILE**

### 22 **1. History and Mission,**

23 5.6. The Swedish Club is a 125-year-old, 501(c)(3) non-profit organization.<sup>10, 11</sup>  
24

25 <sup>9</sup> Great American Insurance Agency Inc. Swedish Club's policies: Account #262426643: Policies -  
PAC556352716, UMB556352816, EPP579734115-00.

26 <sup>10</sup> Incorporated March 24, 1897.

<sup>11</sup> IRS Employer Identification Number 91-0433730, Wash. Dept. of Rev. UBI # 178-031-553



1 5.7. The Swedish Club has approximately 841 to 1,105 members.<sup>12</sup>

2 5.8. The Swedish Club was founded as a males-only, Swedish or Scandinavian  
3 heritage-only social club in 1897. It did not admit female members for approximately 80  
4 years, not until the late 1980's. Its inaugural purpose was, "To promote social intercourse  
5 among members...to foster and encourage social amusements."

6 5.9. Its present stated purpose is, "To promote a better understanding between the  
7 United States and the Nordic countries, with an emphasis on Sweden, and to perpetuate  
8 Swedish culture and traditions through the teaching, observing, practicing and celebrating of  
9 this culture and traditions...To give moral and/or financial support to worthy projects  
10 undertaken by individuals or organizations for purposes aligned with those of the Swedish  
11 Cultural Center and which are acceptable for support by a 501(c)(3) organization."<sup>13</sup>

## 12 2. Swedish Club Governance and Management

13 5.10. The Swedish Club is governed by its *Restated Articles of Incorporation*  
14 (October 19, 1998) which are attached and incorporated herein as Exhibit P - 1, (hereinafter  
15 "Articles of Incorporation"), and its *Amended and Restated Bylaws of the Swedish Club*  
16 (hereinafter "Bylaws"), attached and incorporated herein as Exhibit P - 2.

17 5.11. According to Article 3 Section 3.2 of the Swedish Club's *Bylaws*, the Club is  
18 presided over by a board of directors with a minimum of 11 to a maximum of 17 directors.

19 5.12. According to Article 3 Section 3.21 of the *Bylaws*, and executive director  
20 selected by the board is responsible for the "business and affairs" of the Club:

21 "The board may select an executive director who shall be responsible for the  
22 administration and conduct of the business and affairs of the corporation pursuant to  
23 guidelines established by the board. The executive director shall have full authority for  
24 direction of the employees of the corporation, if any period the executive director may  
be compensated for his or her services in that capacity in such an amount and manner

25 <sup>12</sup> Swedish Club News. Vol. 62 / Issue 12 / December 2023.

26 <sup>13</sup> *Restated Articles of Incorporation Swedish Cultural Center*. Filed w/ Washington SOS Oct. 19, 1998.  
[https://drive.google.com/file/d/1fSSMMujqSYnGU9h6LBiDz67zCEPIGmIr/view?usp=drive\\_link](https://drive.google.com/file/d/1fSSMMujqSYnGU9h6LBiDz67zCEPIGmIr/view?usp=drive_link)

1 as the board of directors, acting through the executive committee, shall determine. The  
2 executive director is an ex officio member of the board and all committees thereof, that  
3 shall not have a vote. The executive director may be excluded during discussions  
concerning his or her performance and compensation.”

4 **3. Amending the Swedish Club’s *Bylaws and Articles of Incorporation***

5 5.13. The *Bylaws* may be amended by the corporation or through the board of  
6 directors. According to the Club’s *Articles of Incorporation*, Article 8 Sections 1 to 3, the  
7 parliamentary procedure for making changes to the *Bylaws* is:

8 “Modifications to the Articles of Incorporation and/or the Bylaws made in accordance  
9 with 1. or 2. above shall be formally presented to the members at a regular membership  
10 meeting<sup>[14]</sup> by a motion for approval and a second to the motion. The motion must then  
11 be tabled until the following regular membership meeting. In the interim, the proposed  
12 changes shall be published in the official newsletter [Swedish Club News] in whole or in  
13 summary. If not published in whole, full copies shall be made available to any member  
at the corporation’s office. The approval vote will be taken at the following membership  
14 meeting. A 2/3 majority of those members present and in good standing is required to  
approve the motion.”

15 5.14. According to Article 2 Section 2.3(b) of the *Bylaws*, “The general members  
16 shall have the right...to amend or restate the Articles of Incorporation or Bylaws of the  
corporation.”

17 5.15. The above provisions and procedures for amending the *Bylaws* have been used  
18 in prior years by many of the present SCBOD officers and directors, especially defendants  
19 Sund, Snyder, the two Johanssons, Odderson, Miller, and Leander; defendant Ms. Reno has  
20 often acted as the legal advisor for the drafting and ratification of past amendments.

21 5.16. Between the years 2011 and 2022 the steps for the procedure for amending the  
22 *Bylaws* have been published and outlined in *Swedish Club News* multiple times by the Club’s  
23 former executive director Ms. Leander.

24  
25  
26 <sup>14</sup> At all times relevant herein and at present the membership meetings are held once a month on the third Wednesday of the month. The annual membership meeting is held in April on the third Wednesday of the month.

1 5.17. It has been understood for years now that “The Board of Directors has the  
2 power to make *recommendations* for changes to the bylaws, but *only the membership has the*  
3 *power to make, alter, amend and repeal the bylaws.*”<sup>15</sup> Emphasis added.

#### 4 **B. MEMBERSHIP IN THE SWEDISH CLUB**

5 5.18. Swedish Club membership is ostensibly open to persons of all nationalities,  
6 although in practice and in preference Ms. Campbell has learned and observed that the  
7 executive directors, with the tacit or outright approval of the Swedish Club board of directors  
8 engage in invidious discrimination.

9 5.19. Its former director Ms. Leander, its present director, Ms. Norgren, the SCBOD,  
10 its nominees, and others give preferential treatment to and confer higher prestige and status  
11 within the Club’s governance and social hierarchies upon individuals with first- or second-  
12 generation Swedish heritage, then barring that, next in line of preference is a person with  
13 Scandinavian heritage of some national origin or blood quantum degree that holds greater  
14 status at the Swedish Club than a person of non-Swedish/Nordic heritage.

15 5.20. That the Swedish Club implicitly  
16 continues to have a national and heritage preference  
17 for people that are Swedish or of Scandinavian  
18 extraction is evidenced for example by the Swedish  
19 Club’s (November 2023) online membership  
20 application form.<sup>16, 17</sup> The form includes a language  
21 section that first asks the applicant whether they  
22 speak Swedish, and then any other Scandinavian  
23 languages (see Figure 1).



Figure 1 Swedish Club Online Membership

24 <sup>15</sup> Benson, Brandon. “President’s Message.” Swedish Club News. Vol. 52, Issue 7 : September 2013.

25 <sup>16</sup> *General Membership Registration* <https://swedishclubnw.app.neoncrm.com/forms/membership> Accessed  
26 October 26, 2023.

<sup>17</sup> *General Membership Registration* Accessed February 19, 2024.  
<https://swedishclubnw.app.neoncrm.com/forms/membership>

1           5.21.    The general requirement<sup>18</sup> for becoming a member of the Swedish Club is a  
2 low bar one, an ability to pay the “price of entry,” the membership fee. Depending upon the  
3 membership category the cost is, Individual (\$100), Family (\$175), or Social (\$50).

4           5.22.    Membership applicants are not investigated, interrogated, or otherwise  
5 screened out. Their application is not scrutinized by a membership committee or put through  
6 an approval process. Once they have filled out a membership application form and have  
7 provided consideration for their chosen membership level they are treated as members and all  
8 the rights and privileges of membership immediately inure to them.<sup>19</sup>

9           5.23.    There is a loyalty pledge requirement for membership according to the Club’s  
10 *Articles of Incorporation* and *Bylaws*, a member pledges to support the purposes of the Club.

11           a)       Up and until early 2023 the online membership form<sup>20</sup> included a default  
12 endorsement section, an apparent attempt to have it substitute for the required pledge,  
13 “Members are requested to declare support for the purposes of the corporation as stated in  
14 Section 3.2 of its Articles of Incorporation.” The applicant provides general personal  
15 information on the form; and then by paying/signing and submitting the application  
16 presumably the originators of that form of membership application fulfills the pledge  
17 requirement.

18           b)       The online application form (October 2023<sup>21</sup> to January 2024) has no  
19 provision for the required Section 3.2, declaration of support for the Swedish Club.

22 \_\_\_\_\_  
23 <sup>18</sup> *General Memberships*. Swedish Club. <https://www.swedishclubnw.org/become-a-member> Accessed Oct. 26,  
2023

24 <sup>19</sup> Examples of membership being effective immediately are, many people often apply for Swedish Club membership  
25 “at the door,” when they arrive for an event. Swedish Club volunteers of staff are directed to offer “at the door”  
26 access to immediate membership If they sign up and pay for a membership, they are given on the spot status as a  
member, and any applicable discount or benefit, privilege that Club members receive/hold.

<sup>20</sup> In addition to paying membership dues/fees online, an applicant may mail or deliver in-person their application  
and fees to the Swedish Club.

<sup>21</sup> The prospective member’s declaration of support via their application was eliminated months ago in 2023.

1           c)       While the declaration requirement has been eliminated from the  
2 membership application/online processing, the requirement has not been eliminated from the  
3 Club's *Bylaws*.<sup>22</sup>

4           5.24.   According to the Club's *Bylaws* there are two levels of membership, a general  
5 member, and a social member.

6           5.25.   Within the Swedish Club hierarchy general members are also known as "Blue  
7 Card Members."

8           5.26.   Ms. Campbell is a general member/Blue Card Member.

9           5.27.   There are 15 levels of "general membership" in the Swedish Club. Each level is  
10 based on general member status and the rights held by those members. It includes a nominal  
11 baseline package of benefits, discounts etc.<sup>23</sup> The distinction for the successive levels of  
12 increasingly more expensive membership fees is that at their heart they are part of the Club's  
13 revenue generation scheme. *No greater membership rights accrue to the successive levels.*

14           However, as a practical matter the more the membership level costs, the more that  
15 member's influence at the Club goes up – the greater their access to the leadership of the Club  
16 is, the greater their access to insider information, the better the treatment they receive from  
17 those associated with the Club's administration and governance members, in comparison to  
18 those holding bottom rung status of what has been created by the elite membership scheme, an  
19 entry level, basic fee paying, general membership member.

20           Note – a member purchasing a more expensive membership package is also more likely  
21 to either be a person of Swedish or Scandinavian heritage/descent, an individual or persons that  
22 identify as being particularly Swedish or Scandinavian with an affinity for that heritage or  
23 identity, and thus they go on to experience more inclusive treatment, and are likely to be a

24 \_\_\_\_\_  
25 <sup>22</sup> *General Memberships*. Swedish Club. <https://www.swedishclubnw.org/become-a-member> Accessed Oct. 26,  
2023

26 <sup>23</sup> Leander, Kristine. "Membership: Become a Member." Swedish Club. Mar. 17, 2023.  
<https://swedishclubnw.org/Membership/becomemember.htm>

1 “true believer” in the Swedish Club as an institution, *by providing money, resources, and*  
2 *support often unquestioningly for the Club’s operations, programs, or capital projects, based*  
3 *on the values they believe the Swedish Club exists upon and acts accordingly thereon.*

4 ***i. Perquisites and Benefits of Swedish Club Membership***

5 5.28. When it comes to any membership-based discounts on Club food, events, or  
6 activities there is little to no difference between a general member and a social member. Social  
7 members are rarely denied the nominal dollar break that general members have for example for  
8 the Pancake breakfast or classes.

9 5.29. More importantly though, neither a general nor a social member has a dollar  
10 discount advantage over the public when it comes to the prices they pay for food and drink –  
11 which is the primary reason that members and the public regularly visit the Swedish Club.

12 Members and the public pay the same price for any of the Club’s dinners, lunches, bar  
13 food, special event meals, or any of its drinks or beverages. With the proviso that since this  
14 lawsuit was filed on December 19, 2023 the defendant board members and executive director  
15 have engaged in a number of ex post facto activities, including creating a couple of situations  
16 where members do pay a different price than the public; do have a meal event that is not open  
17 to the public.

18 5.30. The perquisites of being a general or social member of the Swedish Club in  
19 comparison to those of being a non-member/a member of the public are of negligible  
20 difference or value:

- 21 a) Building access – there are little to no restrictions on who is going in and out of the  
22 Swedish Club building be they a member of the public or a Club member. The Swedish  
23 Club is a place of public accommodation and all that legally implies.<sup>24</sup> Its rooms, halls,  
24 kitchens, dining room, bar, and common areas are accessible during business hours, and  
25 available for rent by the public during business or non-business hours; a wide range of  
26 its cultural classes are open to the public, and on-premises, bazaars and other market-  
type or cultural events are also open to the public without charge.

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<sup>24</sup> RCW 49.60.040(2). <https://app.leg.wa.gov/RCW/default.aspx?cite=49.60.040>. Accessed Oct. 31, 2023.

1 b) Restaurant - The restaurant portion of the Club is open to the public, as is the members'  
2 monthly dinner meeting; in fact, the Club advertises and heavily promotes its dining  
3 room-restaurant as being open to the public; it also promotes to the public the fact that  
its bar is open at the same time as the dining room.

4 In practice the public has relatively easy access to the bar, before, during, or after dinner  
5 is served, and without restriction may remain on premises, including but not limited to  
6 listening to or dancing when a band performs. That access is available often without  
7 having to purchase dinner or drinks, or even having to pay a nominal cover charge; what  
8 “cover charge” is levied masquerades as a “temporary membership.” However, in order  
to assess the cover charge/temporary membership fee a guest must first go to the check-  
in desk near the bar and dining room areas; and it only works then if the check-in desk is  
attended, which it usually isn’t once dinner service starts.

9 c) Meal Discount – Members get a \$2 discount for the once-a-month pancake breakfast on  
Sunday. The public pays \$13, a member pays \$11.

10 d) Bar Access – Based on the Club’s liquor license only Swedish Club members are to have  
11 access to the bar. However, in practice that is a technicality and window-dressing to  
12 cover the Club’s liquor license with the Washington Liquor Control Board. In practice  
13 access to the bar is only casually monitored if that. It is accurate to say that there is little  
to no impediment for a member of the public to gain access the Swedish Club’s bar, and  
to purchase alcohol, food, or other beverages therein without having paid the “temporary  
membership” cover charge.<sup>25</sup>

14 In practice, guests passing through the open hallway to the dining room and bar area are  
15 not routinely screened, only people that choose to stop by the check-in desk are told of  
the temporary membership requirement for bar access.

16 Again, that scheme only works if a non-member guest first checks-in at the check-in  
17 desk, is recognized as a non-member, indicates they are or might go to the bar, and then  
18 is told about the requirement that they must purchase a “temporary membership” for \$5  
and then they may visit the bar. However, not only would the non-member visitor have  
to stop by the check-in desk, but there would have to be a desk attendant there.

19 The check-in desk is regularly not staffed the entire evening<sup>26</sup> (currently the bar and  
20 dining room hours are 5:00 PM to 10:00 PM on Thursday and Friday evenings) or during  
an entire event’s time.

21 Furthermore, the bar is accessible from three different entries, from the lobby, from the  
22 dining room, and from the exterior walkway that is open from the ground floor through  
23 to the third floor where the bar is. The three entries to the bar are not monitored – even  
when there is an attendant at the check-in desk which is right next to the lobby entry to  
the bar – access to the bar is constructively not monitored.

24  
25 <sup>25</sup> Since the filing of this lawsuit on December 19, 2023, the Swedish Club has changed its website references about  
access to the bar, claiming that access to it is more exclusive, available only to members.

26 <sup>26</sup> The check-in desk is not regularly staffed because of an ongoing administrative aversion to having to pay someone  
to attend the desk; an aversion by staff members to having to staff the check-in desk.

- 1 e) Event Access and Discounts - All special and holiday events are open to the public; only  
2 three events have a members-only advantage for early ticket purchasing and a small  
3 discount, for the annual Abba dance, Fourth of July, and New Year's Eve events.  
4 f) Space Rental Fees - Members get a nominal break on event/venue rental fees, but only  
5 after being a member for 12 months. Conversely non-member, favored caterers have a  
6 similar discount for renting the same spaces.  
7 g) Newsletter - The monthly newsletter *is not* exclusive to members; it is available to the  
8 public.

9 ***ii. Additional Distinctions Between Membership Levels***

10 5.31. General vs. Social. The primary distinction between a general and a social  
11 member is related to the procedural and governance rights of the Swedish Club. General  
12 members have the right to vote, be part of the governance of the Club, and run for the board,  
13 social members do not have those privileges.

14 5.32. Gratis. The Swedish Club also from time to time confers gratis (free) general  
15 membership on individuals the Club believes would be beneficial to have as Club members.

16 On April 6, 2022 Ms. Leander, the then executive director of the Swedish Club,  
17 wrote to the board of directors about the nature of the Club's gratis memberships:<sup>27</sup>

18 "Gratis Memberships: We have historically given free memberships to the Honorary  
19 Consuls, Swedish museums across the US, individuals who have given talks at our  
20 members' dinners<sup>[28]</sup> and exceptional volunteers who request it."

21 5.33. Ms. Leander neglected to share with the board on April 6<sup>th</sup> that she also has  
22 issued general memberships without charge to individuals who have donated time, goods,  
23 services, or money to the Club.

24 5.34. Barter. The Swedish Club has another alternative method for an individual to  
25 acquire their general membership through bartering. An individual may exchange their  
26 "volunteer" labor for their dues by providing "volunteer" services to the Club, i.e. exchanging  
an amount of time/dollar value per hour of the member's time, times a number of hours that  
would equal (or exceed) the value of the Swedish Club's general membership dues.

<sup>27</sup> Leander, Kristine. "Executive Director's Report SC Board Meeting April 6, 2022." Swedish Club. April 6, 2022.

<sup>28</sup> There are 12 members' dinners per year, i.e., 12 potential gratis members per year.



1 5.35. Ms. Campbell entered into a barter contract with the Swedish Club in August of  
2 2020.

3 5.36. On July 15, 2020 Ms. Campbell sent Ms. Leander an email and proposed and  
4 Ms. Leander agreed to a barter arrangement whereby Ms. Campbell would be granted a  
5 general membership with the Swedish Club in exchange for work provided by Ms. Campbell.  
6 Ms. Campbell wrote the Swedish Club's executive director, Ms. Leander and asked if a barter  
7 arrangement for membership was possible:

8 "I've have [sic] some personal, unprogrammed time on my hands since the  
9 pandemic started. I'd like to do some volunteer work with a purpose, that is  
10 aligned with interests of mine. One of those interests is my Norwegian - Swedish  
11 heritage and genealogy.

11 **"Got me to thinking, is there any possibility to get an entry level membership in  
12 the Swedish Club in exchange for volunteer work that I could do to help the club  
13 and its programming and causes?"**

13 "I know that seems out there, the idea just came to me this morning. What are  
14 your thoughts on my inquiry?" Emphasis added.

15 Ms. Leander promptly and enthusiastically wrote Ms. Campbell back, Yes!:

16 **"Yes, of course we can make a swap of volunteer hours for membership in the  
17 Swedish Club. What are your skills? Do you do genealogy? Do you have office skills?  
18 Aer [sic] you able to come in to [sic] the Club (with a mask, of course) and help us in  
19 the building?"** Emphasis added.

18 A copy of the above referenced 2020 email exchange between Ms. Campbell and Ms.  
19 Leander is attached and incorporated herein as Exhibit P - 3.

20 5.37. In mid-August 2020 Ms. Campbell went to the Swedish Club to meet Ms.  
21 Leander and finalize the barter arrangement. They agreed on the terms of the  
22 service/membership exchange, Ms. Campbell's time valued at \$15 per hour working at the  
23 Swedish Club in exchange for and individual, full/general membership, with a dues payable  
24 value of \$100; in 2021 \$100; and in 2022 \$100.

25 //  
26

1           5.38. In 2020, then in 2021, 2022 Ms. Campbell exchanged the dollar value of her  
2 labor doing Swedish Club jobs for her general membership.

3           5.39. From August 2020 forward, until March 1, 2023, Ms. Campbell provided  
4 dozens of hours of work at the Swedish Club, including but not limited to organizing rooms,  
5 documents, storage items, answering phones, office work, and later on shopping, and cooking  
6 food. .

7           5.40. Ms. Leander sent out Ms. Campbell’s first membership notification letter on  
8 September 8, 2020, along with her blue card/general membership card.

9           5.41. On October 6, 2020 Ms. Campbell wrote to a friend about the barter agreement  
10 that Ms. Leander had entered into with Ms. Campbell for Ms. Campbell’s membership in the  
11 Swedish Club; and she references in the writing that on or before the same time period Ms.  
12 Campbell also told defendant Mr. Matthiesen about the arrangement:

13           “I have taken the initiative to give back to the Scandinavian community that I have  
14 been involved with previously, via the Sons of Norway and now also the Daughters  
15 of Norway, that I am doing a variety of volunteer projects at the club, and that **I  
16 bartered in exchange for the volunteer work I am doing a membership in the  
17 club, a smart thing for me to have done, which he [Lars] agreed was smart.**”<sup>29</sup>  
18 Emphasis added.

19           5.42. In the Fall of 2021 Ms. Campbell’s membership was renewed under the same  
20 bartering terms as before.

21           5.43. In 2022, after the Board in April attempted to cancel Ms. Campbell’s standing  
22 as a general/blue card member through an improper motion and vote to change the terms of the  
23 *Bylaws* about “who is considered a member in good standing” in order to be a  
24 candidate/member for the SCBOD, thereafter Ms. Campbell paid her membership fees online  
25 and by cash to Ms. Leander for her 2023-2024 membership.

26           5.44. Ms. Campbell’s Swedish Club membership documents that establish the dates  
for and the type of membership she held are attached and included herein as Exhibit P - 4.

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<sup>29</sup> Campbell, Elizabeth. Text message to Gretchen Taylor. iPhone Messages. October 6, 2020 at 2:17 PM

1                                   **1.       No Provisions in the Bylaws for the**  
2                                   **Regulation of Members or Termination of Swedish Club Memberships**

3           5.45.   The Swedish Club’s *Bylaws* takes a minimalist approach to the governance and  
4 regulation of the Club’s members.   The *Bylaws* establish how a person becomes a member (by  
5 paying dues and pledging support to the organization), and what levels of membership there  
6 are, two only, general and social.

7           5.46.   The Swedish Club’s *Bylaws* are notable for the absence of a provision in them  
8 for terminating a Club member’s membership, and no code of conduct for members has been  
9 established in them either.

10          5.47.   In contrast to the lack of a provision for terminating a membership, the Club’s  
11 *Bylaws do have* a provision for removing a board director, Article 4 Officers Section 4.5  
12 Removal,

13           “Any Director may be removed at any time, with or without cause, by the affirmative  
14 note [sic] of two-thirds of the votes cast at a monthly members meeting or the  
15 annual meeting at which [a] quorum of a [sic] least 50 members is present.”

16          5.38.1       The Swedish Club’s *Bylaws* also contain standards and regulations  
17 concerning the conduct of board directors and directors, at Article 5. Standards of Conduct  
18 for Officers and Directors, and Article 6. Interests of Directors and Officers.

19                                   **2.   No Provisions in the Swedish Club’s Contract with the Executive Director for the**  
20                                   **Regulation or Termination of Swedish Club Memberships by the Executive Director or**  
21                                   **Any Other Person(s)**

22          5.48.   According to the *Bylaws*, “The Board may select an Executive Director who  
23 shall be responsible for the administration and conduct of the *business and affairs* of the  
24 corporation pursuant to guidelines established by the Board.”<sup>30</sup> Emphasis added.

- 25           a) “Business and affairs” the ordinary meaning of which excludes terminating,  
26                                   regulating, threatening, or the intimidation of members.

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<sup>30</sup> Article 3 Board of Directors, Section 3.21 Executive Director. *Amended and Restated Bylaws of The Swedish Club*. November 20, 2019.

1           5.49. Ms. Campbell is informed and believes and upon such information and belief  
2 alleges that neither the *Bylaws* nor the SCBOD's *Expectations for Executive Director*, nor the  
3 executive director employment contract, or job description contain board guidelines, directives,  
4 tasks, or job duties assigned to the executive director that grant her the authority to regulate,  
5 discipline, or terminate members; and including but not limited to impairing members' access  
6 to board meetings, board committee meetings, suppressing a member's candidacy for board  
7 director, tampering with board elections or other matters voted on by members,  
8 commandeering the monthly members' meeting, arbitrarily and capriciously ejecting members  
9 from the Swedish Club's premises, barring them from the premises, quashing their speech, or  
10 otherwise holding them up to ridicule, humiliation, or opprobrium; or providing  
11 encouragement, support, or otherwise countenancing or approving of others, employees or not,  
12 in doing any of the aforementioned acts.

13           5.50. Neither does the executive director's employment contract nor job description  
14 grant the executive director a right to delegate to the Club's director of human resources or a  
15 director of people partnerships the authority to govern members, the membership relationship  
16 with the Club, to eject or bar a member from the premises of the Swedish Club, to terminate  
17 the membership of a member, to engage in the harassment, threatening, or intimidation of  
18 members.

19           5.51. There are no provisions in Swedish Club's *Bylaws* that grants authority or a  
20 right to the executive director, to the human resources director, or to a "director of people  
21 partnerships" to regulate the Club's relations with its members, to intimidate or harass  
22 members, to terminate memberships, discipline members, or to otherwise intervene in, impair,  
23 or disrupt a member's membership rights and the full benefit and enjoyment thereof.

24           5.51.1 Neither does the executive director's employment contract or job  
25 description grant the executive director a right to delegate to any employee, volunteer, or  
26 agent of the Swedish Club, or to any individual the authority to govern members, the

1 membership relationship with the Club, to eject or bar a member from the premises of the  
2 Swedish Club, to terminate the membership of a member, or to otherwise engage in the  
3 harassment, threatening, or intimidation of members. .

4 5.52. There are no provisions in the Swedish Club's *Bylaws* that grants an authority  
5 or a right to any contractor, advisor, or volunteer providing services to the Board to regulate  
6 the Club's relations with its members, regulate, discipline, or terminate members; including but  
7 not limited to impairing members' access to board meetings, board committee meetings,  
8 suppressing a member's candidacy for board director, tampering with board elections or other  
9 matters voted on by members, commandeering the monthly members' meeting, arbitrarily and  
10 capriciously ejecting members from the Swedish Club's premises, barring them from the  
11 premises, quashing their speech, or otherwise holding them up to ridicule, humiliation, or  
12 opprobrium; or providing encouragement, support, or otherwise countenancing or approving of  
13 others, employees or not, in doing any of the aforementioned acts.

#### 14 **ADDITIONAL FACTS**

#### 15 **C. SWEDISH CLUB BOARD OF DIRECTORS ETHICS, ELECTIONS AND** 16 **ETHOS**

#### 17 **1. The Executive Director's Not So Invisible Hand**

18 5.53. The Swedish Club first heavily relies on a range of targeted and cultivated  
19 relationships to provide it with enough money to cover its historic, and ongoing operational  
20 deficits. The troll for well-heeled donors and the cultivation of them to gain their trust and largesse  
21 relies in large part on maintaining where they are concerned a mythic version of the Swedish Club  
22 as a bastion of Old Scandinavia charm, a bulwark for a Swedish cultural ethos of Old World living;  
23 and giving the impression of the Club that it is actively engaged in preserving neglected or fading  
24 traditions.

25 5.54. Ms. Leander as the executive director was adept at pushing these images as part of  
26 her fundraising efforts, extolling and paying homage to the virtues of an ubiquitous immigrant

1 experience, and maintaining enough of a sense of a functional institution that a would-be and well-  
2 meaning donor could identify with, and be thrilled enough with what they see or are told of the  
3 Swedish Club that they give as much as is possible within their means to the Swedish Club.

4 5.55. The Swedish Club board at all times relevant herein employed Ms. Leander (now  
5 Ms. Norgren (03-07-23)), to administer and conduct the organization’s business and affairs of the  
6 corporation pursuant to the Club’s Bylaws,<sup>31</sup> contract, job description and other guidelines  
7 established by the Board; the executive director has full authority over the supervision and  
8 management of the employees of the Swedish Club corporation.

9 5.56. The Swedish Club Board of Directors is responsible however for the hiring,  
10 oversight and accountability, and retention of the Executive Director, Kristine Leander, and then  
11 her successor Elizabeth Norgren. By extension the Board has a supervisory duty to ensure that Ms.  
12 Leander (now Ms. Norgren) does no harm in her employment capacity to others, members or  
13 employees, and even does no damage to the Swedish Club organization and its subsidiaries.

14 5.57. The SCBOD has abrogated the majority of its director’s duties of care, loyalty, and  
15 x, its corporate business and management responsibilities to the executive director, first Ms.  
16 Leander, and since March 2023 to Ms. Norgren.

17 5.58. From when she became executive director in 2011 to March 2023, with the  
18 SCBOD’s acquiescence, Ms. Leander became the gatekeeper over many things at the Swedish  
19 Club, including but not limited to who may apply and become a member of the Swedish Club, who  
20 may apply and be elected to the board, what capital projects are initiated and funded; Ms. Leander  
21 had close to 100% control of all spending that occurs at the Club, as now does Ms. Norgren and  
22 then some, and an unlimited latitude to initiate and spend money on whatever each literally  
23 chose/chooses to spend money on – be it purchasing new lighting fixtures, initiating a solar panel  
24 project, deciding to purchase over \$2 Million in land and buildings, proceeding with a leasing and  
25

26 <sup>31</sup> Article 3. Board of Directors, Section 3.21 Executive Director. *Amended and Restated Bylaws of The Swedish Club*. November 20, 2019.

1 capital project for property adjacent to the Swedish Club, deciding to establish a fine dining, white  
2 tablecloth restaurant operation – and the tens of thousands of dollars that has entailed; throughout  
3 2020 to even date, November 2023.

4 5.59. The SCBOD has provided little in the way of guidance, approvals, oversight, or  
5 establishing spending limitations where the executive directors have been concerned.

6 5.60. Ms. Campbell has personally been aware of most if not all of the above alleged  
7 actions and activities of the executive directors and the SCBOD, been informed of it through the  
8 multiples of monthly newsletters that have provided other details of the profligate spending that has  
9 been occurring for the better part of four years, as well as has been provided other details by  
10 Swedish Club members and employees about the same.

11 5.61. Ms. Campbell is informed and believes and on that basis alleges that Ms. Norgren  
12 now not only has the same broad spending latitude as Ms. Leander before her, but has escalated the  
13 rate of spending down the Swedish Club’s funds, engaging on the level of a spendthrift as opposed  
14 to a steward of Swedish Club money with a fiduciary duty.

15 **2. Executive Director and Board Corrupt the Qualifications**  
16 **For and Election of Swedish Club Board Directors**

17 5.62. According to the Club’s *Bylaws* there is a single qualification for a Club  
18 member to be on the SCBOD, “Only a general member may serve as an Officer or Director of  
19 the Swedish Cultural Center [Swedish Club].”<sup>32</sup>

20 5.63. The procedure for a general member to become a director is accomplished in  
21 one of two ways. One, they are elected at the annual membership meeting<sup>33</sup> of the general  
22 membership class of members; or two, the Board of its own volition may empanel new board  
23 members before or after that general election meeting. A director empaneled by the latter  
24

25 \_\_\_\_\_  
26 <sup>32</sup> Article 2 Membership, Section 2.1 Members. *Amended and Restated Bylaws of The Swedish Club*. November 20, 2019.

<sup>33</sup> Typically, in the month of April.

1 method is known as a “mid-year appointment.” Mid-year appointment directors stand for  
2 election at the next annual membership meeting.

3 5.64. Notwithstanding the provisions of the Swedish Club *Bylaws*, the present  
4 SCBOD is now functioning as a self-perpetuating board. Since approximately 2019 its  
5 members with the support of the executive director, past and present, have entrenched  
6 themselves by manipulating the election processes and the procedures for electing directors,  
7 not once but twice, and as part of their corruption they voted in *Bylaws* changes, that they acted  
8 upon and used to inform their corruption of the election process, despite the changes not being  
9 ratified by a requisite vote of the membership.

10 5.65. The self-perpetuating defendant board members accomplished their scheme by:  
11 a) controlling the manner in which board candidates come forward and are elected, for over  
12 two years by not engaging in outreach for new board members,  
13 b) by using unpublished (written and unwritten) criteria established by the Board’s  
14 Nominating Committee (led in the past by committee chair Jan Sullivan, in the present by  
15 committee chair, defendant Martin Johansson), creating a “charter” for the committee  
16 that establishes “criteria” that is based on the personal biases, preferences, and opinions  
17 of the executive director, the existing board, and other “key Club members,” including  
18 Mr. M. Johansson the committee’s chair.  
19 c) who they will allow on the Board, who is most likely to carry out their plans, by rigging  
20 the Club’s elections and election processes, and by engaging in other extra-administrative  
21 screening methods.

22 5.66. Notwithstanding the provisions of the Swedish Club *Bylaws*, Defendant Martin  
23 Johansson through his involvement with both the Membership Committee and the Nominating  
24 Committee has been engaged in years’ long efforts on both committees to establish a set of  
25 restrictive and arbitrary criteria for members and for director’s - not based on a director’s  
26 performance but based on who the incumbent board and executive director prefer; setting up



1 for qualifications/restrictions on who can run and be on the board;<sup>34</sup> and has sought and Ms.  
2 Campbell is informed and believes and upon such information and belief alleges that Mr.  
3 Johansson received approval by the board for those qualifications/restrictions – without benefit  
4 of the board proposing and presenting those in an open meeting of the board, without  
5 disseminating the materials to the membership, through the process for amending the *Bylaws*  
6 which would require notice, discussion, and a vote by the membership for approval.

7 **3. 2021-2022 Corruption of the Board Director Elections Process**  
8 **Rigging of Elections**

9 5.67. The election process was corrupted more recently by the former executive  
10 director, Ms. Leander, with the assistance of Ms. Lucas, the Club’s legal counsel, Ms. Reno,  
11 and by each of the defendant directors that has been on the board from 2021 through to  
12 November, 2023; and due to the rigging of at least the 2021, 2022, and 2023 board elections by  
13 the same people and others.

14 5.68. In late 2021 through April 2022 defendants Ms. Leander, Ms. Reno, Ms. Lucas,  
15 Mr. Sund, and the other defendant board members tampered with the April 2022 board  
16 election. As part of the rigging of that election they 1) attempted to establish legislative  
17 authority for their activities, and 2) engaged in a campaign of intimidation against Ms.  
18 Campbell, then failing the effectiveness of that resorted to a particularly vicious public,  
19 personal attack on then member and candidate for director, plaintiff Ms. Campbell that was  
20 intended to thwart any possibility for her to be elected to the board.

21 5.69. Ms. Leander, Ms. Lucas, Jan Sullivan, and key friends and associates of theirs  
22 initiated and led the election rigging effort. Ms. Leander offered up one of her trademark red  
23 herrings to justify the rigging, membership impairing, and defamatory activities against Ms.  
24 Campbell – Ms. Leander claimed to the board that she was against Ms. Campbell being a board

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25 <sup>34</sup> Likewise, as a lead member of the Members Committee Mr. M. Johansson throughout 2021 and 2022 engaged in the same  
26 discriminatory and elitist activity, encouraging, and working on a set of criteria about who or what kind of people can be  
members of the Swedish Club.

1 member because she believed Ms. Campbell would have authority over her, Ms. Leander,<sup>35</sup>  
2 despite their being at a minimum 10 other directors with the same authority.

3 5.70. To pursue and sustain her efforts to sabotage Ms. Campbell's candidacy, Ms.  
4 Leander schemed with Ms. Lucas, Ms. Reno, Mr. Sund, the defendant board members, and  
5 others in a range of impermissible activities that were contrary to the *Bylaws*, and contrary to  
6 the adopted and historic procedures and practices for conducting Swedish Club's board of  
7 director elections.

8 5.71. Between September 2021 and February 2022 Ms. Leander tabled Ms.  
9 Campbell's board candidacy application, delayed processing it through several dilatory tactics,  
10 including but not limited to creating administrative roadblocks, bringing forward other board  
11 member related business that she claimed held higher precedence, and withholding Ms.  
12 Campbell's nominating application from the then nominating committee chair, Jan Sullivan.

13 5.72. In March and April of 2022 as part of Ms. Leander's plan to keep Ms. Campbell  
14 from running and possibly being elected to the board new obstructive methods were initiated  
15 by Ms. Leander, the board, with the assistance and support of Ms. Reno and Ms. Lucas.

16 5.73. On March 16, 2022 the members' meeting was held, part of the purpose of it  
17 was it was to announce the final slate of candidates for director, and to take any nominations  
18 from the floor for director candidate. On the afternoon of March 16th Ms. Campbell believed  
19 it was possible that Mr. Sund and Ms. Leander would not announce Ms. Campbell's candidacy.  
20 Accordingly, she sent an email to them with the reminder that in September 2021 she had

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21  
22  
23 <sup>35</sup> Lost on Ms. Leander, and the board, was the absurdity and irony of Ms. Leander inserting herself in the election of directors  
24 to the board – engaging in another successful attempt to control who was on the board, and as she had in the past, who was  
25 leading the board\* – the board that presided over Ms. Leander as executive director. \*In 2021 Ms. Leander bragged to Ms.  
26 Campbell during one of their many private conversations about Swedish Club people and business that she had been  
instrumental in preventing board member and defendant Langdon Miller from becoming the president of the board of  
directors – she expressed her animosity towards him, claimed he had aspirations to be the president of the board, but she had  
prevented that from happening.

1 turned in the requisite board candidacy paperwork and expected them to announce her  
2 candidacy to the members at the meeting the March 16<sup>th</sup> meeting.

3 5.74. At the members' meeting on March 16<sup>th</sup> Ms. Leander and Mr. Sund did not  
4 bring Ms. Campbell's candidacy forward even though Ms. Campbell had filed the requisite  
5 board application documents with Ms. Leander in mid-September 2021, six months earlier.

6 5.75. Because of their failure to tell the members that Ms. Campbell was a candidate  
7 for the board Ms. Campbell was forced to nominate herself from the floor. She got up and  
8 spoke, reminding Mr. Sund during the meeting that she had filed the requisite candidate  
9 application, that she also had sent Mr. Sund and Ms. Leander an email earlier in the evening,  
10 letting them know that she expected them to announce her candidacy to the members at the  
11 meeting that evening.

12 5.76. Mr. Sund did not rectify his "oversight," So Ms. Campbell nominated herself.  
13 The moment Ms. Campbell finished her self-nomination defendant Ms. Lucas turned in her  
14 chair near Ms. Campbell and stated loud enough for people sitting next to her and Ms.  
15 Campbell to hear, "You can't be on the board, employees cannot be on the board." despite  
16 there being no provisions in any of the Swedish Club's governing documents to sustain Ms.  
17 Lucas's assertion.

18 5.77. By the first of April 2022 an organized effort was in place to sabotage Ms.  
19 Campbell's candidacy for board director. It involved several tactics, one included not  
20 processing her application for board member. Ms. Leander had kept Ms. Campbell's  
21 application since the middle of September 2021 to herself; typically that was not how  
22 applications were handled. They were given to the nominating committee chair, during this  
23 time period it was Jan Sullivan. Then the nominating committee would interview the  
24 candidate, and then pass on to the board whether they recommended the candidate or not.

1 In Ms. Campbell’s case that had not occurred. Consequently, over six months later by  
2 the end of March her application had not been processed. Therefore Ms. Campbell made an  
3 effort to deliver her application materials to Ms. Sullivan, nominating committee chair.

4 On April 5, 2022 Ms. Campbell met with Ms. Sullivan at the Swedish Club and talked  
5 with her about Ms. Campbell’s application and the board election process. Ms. Campbell  
6 brought a copy of all the same materials she had given Ms. Leander in September 2021 and  
7 offered them to Ms. Sullivan. Ms. Sullivan refused to take Ms. Campbell’s application and  
8 supporting documents, falsely claiming that she could only accept applications for board of  
9 director from Ms. Leander.

10 According to Ms. Campbell’s April 18, 2022 email to Ms. Sullivan about what had  
11 occurred between them on April 5<sup>th</sup>:

12 “When I offered to give my nomination application to you directly you said that you  
13 couldn’t take it, Kristine had to give it to you. That is at odds with multiple statements in the  
14 Club’s newsletter that either you or Kristine are the people for someone to give their  
15 application to, to let either of you know if someone wants to be on the board, “If you want to  
16 join the Board, tell Executive Director Kristine or the head of the Nominating Committee, Jan  
17 Sullivan (sullivan4299@juno.com), that you’re interested. You’ll be sent the membership  
18 criteria and an application. After you return the application, the Nominating Committee will  
19 schedule you for an interview. Nominations can also be made from the floor at the monthly  
20 Members’ Dinner on Mar. 16.”<sup>36</sup>

21 5.78. By April 6, 2022 another plan by Ms. Leander, the board, Ms. Lucas and others  
22 to keep Ms. Campbell off the board. The premise that was going to be used was Ms.  
23 Leander’s, Ms. Reno’s, Mr. Sund’s and the board’s interpretation they had arrived at about  
24 what Article 2, Section 2.2 of the *Bylaws*, “Requirements for Membership” really meant. The  
25 referenced section states:

26 <sup>36</sup> Albright, Shama. “President’s Message.” *Swedish Club Newsletter*. Vol. 61, Issue 3: March 2022.

1 “Members are required to pay dues in accordance with a schedule published by the  
2 Board of Directors, as it may be modified from time to time, in order to be  
3 considered members in good standing.”

4 They decided among themselves that Ms. Campbell held a gratis membership, as opposed to  
5 what she did have, a general membership that Ms. Leander and Ms. Campbell had bartered and  
6 contracted for.

7 They applied their interpretation to what they believed was the type of membership Ms.  
8 Campbell held, a gratis membership, concluded *that she had not paid for her membership*, and  
9 by extension that meant that Ms. Campbell was not a member in good standing and so could  
10 not run for or be on the board.

11 5.79. In addition, at the April 6<sup>th</sup> meeting the defendant conspirators worked through  
12 another prong for the attack on Ms. Campbell, following Ms. Lucas’ lead from the March 21,  
13 2022 members meeting and dinner, putting forth their other contention that Club employees  
14 could not be board members.

15 5.80. However, there was no provision in any of the Swedish Club’s governing  
16 documents to sustain such a proposition; neither was there any provision in the Swedish Club’s  
17 *Employee Handbook*.

18 5.81. Despite all the foregoing, at the April 6<sup>th</sup> meeting, following Ms. Leander’s lead  
19 the board passed preliminary legislation which they believed would give the board the  
20 necessary legal leg to stand on to derail Ms. Campbell’s candidacy.

21 5.82. In accordance with what had been decided upon by Ms. Leander and others  
22 before the board meeting, at the meeting the board proposed, made motions on, and then went  
23 on to vote and pass proposed amendments to the *Bylaws* that would establish a basis for their  
24 barring Ms. Campbell from being a board candidate when the April 20<sup>th</sup> election for board  
25 directors was to be held; and in the interim they treated Ms. Campbell in accordance with their  
26 vote – claiming afterwards that she was not a candidate for director.

1           5.83. The April 6, 2022 board meeting documents that Ms. Leander drafted and  
2 distributed to the board members includes an agenda that shows the fix was in to pass  
3 amendments to the Bylaws in an attempt to preclude Ms. Campbell from being a candidate for  
4 the board. Complete copies were provided to the other attendees, but not in their entirety to  
5 Ms. Campbell – the part of the document that was missing from her packet was about the  
6 defendant’s Leander, Sund, Reno, and others to present and approve rules that would eliminate  
7 Ms. Campbell’s candidacy. The packet and minutes for that meeting, *04-06-22 Agenda Board*  
8 *Meeting-combined\_1.pdf* are incorporated by reference herein as if set forth in its entirety.

9           The documents include the verbiage Ms. Leander (or more likely Ms. Reno) had  
10 proposed for the amendments to the *Bylaws*, the agenda Ms. Leander created, indicating a plan  
11 that a portion of the discussion of the disruption of Ms. Campbell’s candidacy would occur in  
12 executive session.

13           5.84. However, in accordance with the *Bylaws* what the board passed on April 6,  
14 2022 were *proposed amendments* to the Club’s *Bylaws*. The proposed amendments lacked the  
15 requisite notice to and approval of the Club’s membership. Statements in the April 6<sup>th</sup> meeting  
16 minutes indicate that the above parties knew that their acts had no authority:

- 17       • “Vi Reno will work on 2 processes for the future bylaw changes: 1. Requirements for  
18       Board Membership; 2. Process to remove a Board Member.”
- 19       • “Discussion regarding the approval of a policy that all Gratis Memberships should be  
20       Social Memberships. Proposal - In order to codify requirements for Board membership,  
21       The Board will be proposing an amendment to the by-laws.”
- 22       • “Motion – Institute the policy where by Gratis Members are not “members in good  
23       standing” unless they have paid for their membership. 12 in favor, 1 absent (Lori Ann  
24       Reinhall).”
- 25       • “Motion – Make all Gratis Memberships, Social Memberships. 12 in favor, 1 absent  
26       (Lori Ann Reinhall).

- 1 • Motion to approve policy that employees are ineligible to serve on the Board. See  
2 Addendum for wording of motion. Passed 12 in favor, 1 absent.”
- 3 • “To achieve that end, this Board shall be proposing forthwith an amendment to the  
4 Bylaws of the Swedish Cultural Center so that employees shall be ineligible to  
5 concurrently serve on the Board.”

6 5.85. For a little while longer however the SCBOD and Ms. Leander continued to act  
7 towards Ms. Campbell as if their proposed amendments did have the force of the *Bylaws*  
8 behind them, and continued to assert and disseminate their beliefs in that regard to others as  
9 though the board possessed the requisite power and a concomitant right to speak and act  
10 against Ms. Campbell as they did.

11 5.86. In addition, despite Ms. Leander’s and the board’s claims of urgency and the  
12 need to act “forthwith”<sup>37</sup> to get their proposed amendments to the members, approved by them  
13 and added to the *Bylaws*, it is now almost two years later, and the Board has not submitted their  
14 proposed amendments to the members for publication, discussion, and vote.

15 5.87. Shortly after April 6<sup>th</sup> Ms. Sullivan and her Nominating Committee colleagues  
16 had to relent and follow the procedures for processing board candidates. In the week preceding  
17 the April 20<sup>th</sup> election night the Nominating Committee members met with Ms. Campbell at  
18 the Swedish Club. Ms. Campbell brought with her a prepared statement, a copy of the  
19 supporting documents she had provided to Ms. Leander, including her resume, budget and real  
20 estate oversight work she had done as a trustee for the Ballard Elks, a participation log  
21 established the dates, club and board meetings, volunteer activities that Ms. Campbell had  
22 engaged in at the Swedish Club since the Fall of 2020.

23 5.88. On April 18<sup>th</sup> Ms. Sullivan sent Ms. Campbell an email informing her that the  
24 Nominating Committee would not be recommending she be on the board; and noted that she

25 \_\_\_\_\_  
26 <sup>37</sup> “To achieve that end, this Board shall be proposing forthwith an amendment to the Bylaws of the Swedish Cultural Center.” Source: Emerson, Mary. “Swedish Club Board Meeting Minutes April5, 2022.” Swedish Club.

1 wanted to meet Ms. Campbell in person, that she did not want to blindside her, that “The  
2 reasons for this decision would also best be handled in a face-to-face meeting.”

3 5.89. Given the rancor that the situation had become infused with, Ms. Campbell  
4 believed that Ms. Sullivan’s communication was both a threat, that if Ms. Campbell did not  
5 step down from being a candidate the someone on the other side would release some kind of  
6 derogatory information about Ms. Campbell; Ms. Campbell believed Ms. Sullivan’s  
7 communication a not so veiled attempt at blackmail, i.e., Ms. Sullivan’s insistence that the  
8 meeting be held “face-to-face,” that clearly the other side did not want to put anything in  
9 writing.

10 Further proof of that seemed evident after Ms. Campbell replied and insisted that if Ms.  
11 Sullivan or the committee had anything to say to Ms. Campbell they could put it in writing:

12 “More importantly for me though, in this instance this is not how I want to engage. By  
13 sharing POV’s and information in writing I feel there is less of a chance that there will  
14 be any miscommunications, misinformation, or misunderstandings between us.

15 “I continue to prefer that our communications remain in writing – anything you have  
16 to say to me on this or any other subject can just as easily be said in writing. And  
17 conversely, the same goes for me to you.”<sup>38</sup>

18 Ms. Sullivan did not respond to Ms. Campbell’s email, and Ms. Campbell heard  
19 nothing further from any board member, Ms. Leander, or anyone else on the Nominating  
20 Committee.

21 5.90. Ms. Campbell had survived the multiple of setbacks and attacks to remain a  
22 candidate for Swedish Club director for seven months, however Ms. Leander and her  
23 conspirators hatched one final diabolical plan to put the coup de grace to Ms. Campbell’s  
24 candidacy on election night. See Section M Gary Sund and Kristine Leander.

25  
26 <sup>38</sup> Campbell, Elizabeth. “Nominating Committee Follow Up.” Gmail. Apr 18, 2022, 5:51 PM.



1           **4.       Election Rigging Post Script – Swedish Club Brand and Experience**

2           5.91.   Ironically - in fact employees that were also members had before Ms.  
3 Campbell’s time been elected to the board and served. For example, first generation Swede  
4 and longtime club member Malin Jonsson Borgström had served on the board *and* was also an  
5 employee at the time of her directorship. Ms. Leander herself mentioned that arrangement in  
6 the *Swedish Club News* as if there were nothing exceptional about it – at the time Ms. Leander  
7 was Ms. Jonsson’s supervisor. She wrote “Then at 6 p.m. we’ll tuck in to a traditional summer  
8 smörgåsbord prepared by Chef Malin Jonsson (who’s also our Vice President).”<sup>39</sup>

9           5.92.   Ms. Leander, the board, and their coterie of supporters also failed to recognize  
10 in March and April 2022 the double standard and self-serving nature of Ms. Leander’s efforts.  
11 Ms. Leander was leading the effort to sideline and diminish Ms. Campbell, conspiring with the  
12 board members who supervised Ms. Leander, both parties engaging in the membership and  
13 election fraud activities against Ms. Campbell, which by extension was in no small part an  
14 effort by Ms. Leander to stack the board with directors she preferred – directors that supervised  
15 her.

16           With their acts and activities Ms. Leander and the board were 1) corrupting the culture  
17 of the Swedish Club, engaging in extraordinary and wrongful activities to impair a member’s,  
18 Ms. Campbell’s membership rights, with the board members going along with the scheme who  
19 were responsible for supervising Ms. Leander; and Ms. Leander and her accomplices 2)  
20 created a hostile work environment by unreasonably interfering with Ms. Campbell’s work  
21 performance, and had created an intimidating, hostile, offensive work environment, 3) created  
22 a hostile member environment by unreasonably interfering with Ms. Campbell’s membership  
23 rights, and creating an intimidating, hostile, offensive membership environment.

24  
25  
26 

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<sup>39</sup> Leander, Kristine. “Friday, June 21. Meet Me at *Midsommar*.” *Swedish Club News*. Vol. 52, Issue 4 : June 2013.

1 **5. Other Irregular Board Election Activities**

2 5.93. Since April 2022 only one person out of the eleven current board members is  
3 “new” to the board, defendant Ms. Faino, she was a mid-year SCBOD appointment (May  
4 2022).<sup>40</sup>

5 5.94. Ms. Campbell is informed and believes and on that basis alleges that Ms.  
6 Faino’s appointment to the board was handled in an “exceptional” manner in order to avoid her  
7 being a candidate and elected to the board at the April 20, 2022 annual meeting, because the  
8 board and the Nominating Committee would have had procedural and legal difficulty  
9 explaining how they were unfavorably treating Ms. Campbell’s candidacy but in comparison  
10 favorably handling Ms. Faino’s candidacy who had sought to be on the board many months  
11 after Ms. Campbell had already applied to be on the board.

12 Instead, just over two weeks after the April 20<sup>th</sup> election, Ms. Faino was appointed a  
13 director at the May 9, 2022 board meeting; despite her candidacy being known by the  
14 nominating committee, the executive director, and the board prior to the April 2022 election.

15 5.95. Ms. Faino should have stood for election at the same time as Ms. Campbell but  
16 did not. Defendant Mr. M. Johansson was Ms. Faino’s sponsor and a key player in ensuring  
17 that Ms. Faino did not have to stand for election and instead became a mid-year appointee to  
18 the board; just as Ms. Campbell should have been a mid-year appointee months before Ms.  
19 Faino.

20 5.96. As noted above, Mr. M. Johansson is the one personally invested in establishing  
21 criteria for “qualifying” who should and should not be on the board, who should or shouldn’t  
22 be a Swedish Club member even in contravention of the *Bylaws*.

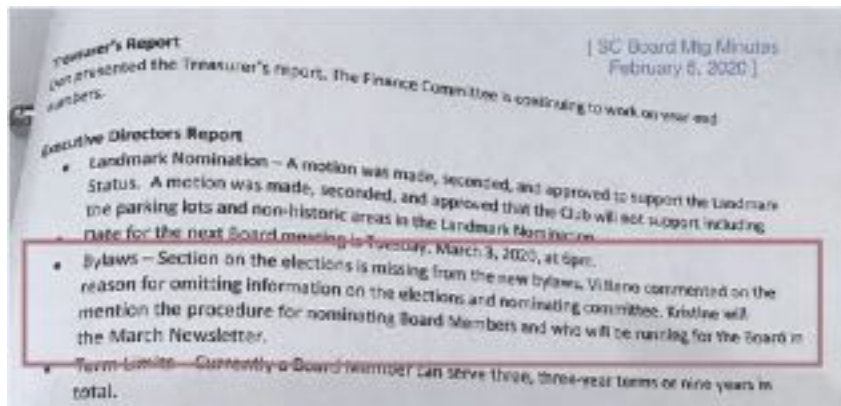
23 5.97. Additional examples of the SCBOD’s and the executive directors’ bad faith,  
24 board election related shenanigans include but are not limited to:

25 \_\_\_\_\_

26 <sup>40</sup> Ms. Faino was subsequently elected to her position in April of 2023.

1 a) Ms. Leander had a history of interfering with the SCBOD elections, as far back  
2 as 2015, that year she discouraged new candidates to the board, “the Nominating Committee  
3 believes it’s particularly important to have the stability of returning officers, rather than  
4 switching horses in midstream.”

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



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11  
12  
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16  
17 c) A year plus later at the April 7, 2021 board meeting the Defendant board  
18 members, the nominating committee members, former executive director, Ms. Leander, and  
19 Club counsel/board candidate Ms. Reno laid out their plans to rig the May 19, 2021  
20 election. Their plan was to cheat the members out of their board member choices post-  
21 election by nullifying the May 19<sup>th</sup> votes members cast. According to the April 7<sup>th</sup> board  
22 meeting minutes,

23 “The Nominating Committee discussed the slate of officers for the 2021-2022 term,  
24 including Gary Sund for President, Dale Roberts for Vice President, Larry Omdal for  
25 Treasurer and Mary Emerson for Secretary. Gary and Vi also explained the plan for Gary  
26 to run for President, but then resign when Ken Walkky is eligible, based on the length  
of his membership on the Board, to be appointed to the presidency.

1 d) The above planned deception also predated the April 2021 issue of *Swedish*  
2 *Club News*, wherein Ms. Leander made the following statements,

3 “Our bylaws allow new Board Members to be nominated at or before the prior  
4 meeting—i.e., our Members & Friends Dinner on Apr. 21—but not at the Annual  
5 Meeting [this is true]. To date, the Nominating Committee has announced these  
6 candidates for Swedish Club officers: President, Gary Sund; Vice President, Dale Roberts;  
7 Secretary, Mary Emerson; Treasurer, Larry Omdal...There are several potential new  
8 Board Members in the pipeline, but we’re unable to announce their names until the  
9 Nominating Committee finishes their interviews.”

10 Ms. Leander’s latter statements were false. Nowhere is Mr. Walkkey’s candidacy for  
11 the board or the board and executive director’s plans for him to be the president in Mr.  
12 Sund’s stead disclosed to the members; Ms. Campbell is informed and believes and upon  
13 such information and belief alleges that Ms. Leander intended the lie to the members, and  
14 given that the entire board receives and reads the newsletter – its members likewise  
15 approved of the lie, and lied by omission; no retraction or correction were ever transmitted  
16 to the members about Ms. Leander’s published statements.

17 e) Ms. Leander’s and the Defendant board members’ most egregious incident of  
18 director mis-conduct was their tampering with the 2022 board election between September  
19 2021 and April 2022, wherein Ms. Campbell’s candidacy for the board was blocked and the  
20 subsequent election rigged. See See Section M Gary Sund and Kristine Leander below for  
21 further details.

## 22 6. Board Corruption Continues

23 5.98. Ms. Campbell has been informed and believes, and upon such information and  
24 belief alleges that defendants Ms. Norgren, current executive director, and Ms. Alaimo, the  
25 alleged HR person, have become involved with the defendants named in herein, and others in  
26 the rigging of the candidacy process for selecting and then electing board members.

5.99. In 2023 neither of the executive directors, Ms. Leander and Ms. Norgren, nor  
the board engaged in active, open solicitations for board candidates within the Swedish Club

1 membership role, to find candidates to be board members for the 2023 election cycle – in fact  
2 it was notable in the months leading up to the April 2023 board election, in stark contrast to all  
3 the years before, there was zero published outreach in the Club’s newsletter in 2023 to  
4 encourage or inspire Swedish Club members to run for the board.

5 There was no mention as there has been for decades in the Club’s monthly newsletter,  
6 in weekly emails to members, or at the monthly members’ meetings in the prior months  
7 leading up to the election, by the board, the executive director, or by the nominating  
8 committee, that the 2023 board elections were coming up within a few months; no companion  
9 statements or requests encouraging members to apply, informing members that any general  
10 member could become a board member.

11 Consequently, Ms. Leander’s and now Ms. Norgren’s administration, of which Ms.  
12 Alaimo now plays a key and especially corrupting influence in, and the SCBOD remains  
13 notable for the fact that the SCBOD continues to be a self-perpetuating board, entrenched, *and*  
14 engaged in a defensive mode notable for its offensive tactics, such as the intimidation,  
15 retaliation, and termination of Swedish Club members that has occurred over 2023 on into  
16 2024.

17 5.100. No person(s) of color or of non-Swedish/non-Scandinavian descent holds  
18 positions of governance in the Swedish Club.

19 **D. THE BOARD’S AND EXECUTIVE DIRECTORS’**  
20 **CAMPAIGNS OF AGGRESSION AND INTIMIDATION AGAINST MEMBERS**

21 5.101. Per the Club’s *Bylaws* the SCBOD is to meet once per month.<sup>41</sup> In 2023 it has  
22 failed to do that due to the ongoing turmoil and controversy promulgated by and enveloping  
23 the present executive director, defendant Elizabeth Norgren, her regime, and the board’s part in  
24 fomenting or supporting the controversy, and both sets of parties engaging in anti-member

25 \_\_\_\_\_  
26 <sup>41</sup> Article 3. Board of Directors, Section 3. Regular Meetings. *Amended and Restated Bylaws of The Swedish Club*. November 20, 2019.

1 rhetoric and activities.

2 **1. Board Meetings - Limiting Access, Obstructing Access,**  
3 **Making Access Difficult**

4 5.102. According to the Club's *Bylaws* board meetings are open to *all* Swedish Club  
5 members; except when it is in executive session. The former has not been true in practice  
6 throughout 2022, and 2023.

7 5.103. Most importantly for this matter before the Court, board meetings are not "open,  
8 and are not open to all members of the Club. The Board, the executive director, first Ms.  
9 Leander and now Ms. Norgren, and also Ms. Alaimo the Director of People  
10 Partnerships/Human Resources Director, have developed tactics for either discouraging or  
11 excluding member attendance at board and board committee meetings; and if members do  
12 come to a meeting, they have developed methods for diminishing their experience and  
13 silencing them, marginalizing them, intimidating them, and barring any of that, excluding  
14 them. All of these things were done by them to Ms. Campbell in 2021, 2022, and 2023; and  
15 during 2023 to others.

16 5.104. From January 2022 through October 2023 the executive director, first Ms.  
17 Leander and now Ms. Norgren, the Board, or Ms. Alaimo have alternatively engaged in the  
18 following tactics to limit or obstruct member attendance at online board meetings.

- 19 1. "Failing" to provide online board or committee meeting invites and links to members  
20 requesting them.
- 21 2. Not providing Zoom invites and links in a timely fashion – requests to attend are  
22 "forgotten."
- 23 3. Not providing in advance or upon request the board meeting packet prepared by the  
24 executive director, consisting of the required<sup>42</sup> meeting agenda, the executive  
25 director's monthly report to the board, current financial statements, the prior  
26 month's board meeting minutes, and any supplemental information for the meeting.

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42 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 Or outright refusing to send an electronic copy, that the requestor is limited to  
2 obtaining a copy at the meeting if it is in-person.

3 5.105. Tactics developed in 2022, and continued on into 2023, by the executive  
4 director and the board for discouraging members from attending in-person board meetings or  
5 limiting their presence at them have included but not been limited to:

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

20 Ms. Campbell has been subjected to each of the above tactics during 2022 and 2023.

21 5.106. On November 2, 2022 Ms. Campbell attended the SCBOD’s in-person meeting.  
22 Prior to gaining access to it however she had multiple hurdles put up by Ms. Leander to cross,  
23 including her haggling with Ms. Campbell over where she would seat her, what food if any  
24 would be available to Ms. Campbell, and when and how Ms. Campbell could have access to  
25 the meeting handouts.

26 5.107. When Ms. Campbell arrived Ms. Leander had had the table where Ms.  
Campbell and Lorelei Stevens set so far away from the board’s collective table that she was  
unable to hear. The food setup seemed to have been picked over; the meeting did not get off to  
a good start so Ms. Campbell took a break and went into the bar next to the dining room and  
chatted with the bartender, Paul Jefferson.

1           5.108. While chatting with Mr. Jefferson he commented to Ms. Campbell that he had  
2 been listening to the board president speak about how wonderful one of the workers was and  
3 that how appreciative she and the board were of this president. He said that he had never been  
4 lauded like that during his time at the Swedish Club and that he believed it was because he was  
5 Black.

6           Mr. Jefferson also shared with Ms. Campbell a range of troubles he was having with his  
7 job, including that the equipment he was working with was not in good working condition, that  
8 when he came on shift the bar would be in disarray, that he was worried about falling or  
9 slipping because the mats on the floor were so deteriorated, and that he was having trouble  
10 working with Mr. Hubner because of Mr. Hubner appearing to be angry and under the  
11 influence of some kind of substance, as well as another maintenance employee was coming  
12 letting himself into the bar and drinking alcohol when no one was around.

13           5.109. It was an upsetting conversation, Ms. Campbell felt bad and embarrassed for  
14 Mr. Jefferson that he had been marginalized and felt put down for his race; as well as Ms.  
15 Campbell absolutely knew the problems he was up against related to the hostile and  
16 dysfunctional workplace.

17           5.110. Ms. Campbell returned to the meeting. As the meeting resumed Ms. Campbell  
18 expressed her irritation with the seating arrangements and the general way things were being  
19 handled at the club, she told them about her recent conversation.

20           5.111. The next day Ms. Campbell reflected on her irritation that she had felt and how  
21 she had expressed it at the board meeting. She wrote and sent a letter/email of apology to  
22 board president and vice president, Ms. Albright and Ms. Olson:

23           “It is very difficult for me to write this, I’m a proud woman, but I was disappointed  
24 with myself for how I acted last night. It is not the way I want to conduct myself or  
25 present myself to others. I spent a lot of time over night being disappointed in myself  
26 that I haggled with Kristine like that and quibbled about my not being able to  
hear. I’ve tried very hard to be calm and measured in light of what for me are very  
difficult situations at the Swedish Club.



1 "I have literally been giving as much time as possible hoping things get better.

2 "And I was probably as disappointed in myself as with anyone over the hearing  
3 thing. I don't think I'm hard of hearing but I have to say, even when I moved closer, I  
4 still had trouble hearing, I'll bet about a quarter or more of what Langdon and  
5 Kristine were saying. He was turned away from me, and Kristine often even in her  
6 office is soft spoken to the point where I have had to ask her to repeat things. But  
7 either way - let's face it, ugh, I hate to say it, I was being crabby last night. I'm sorry."

8 "So this is an unqualified apology for my stressed out response to the logistics of last  
9 night's board meeting. Regardless of the situation I try hard to be more even and  
10 measured.

11 "Thank you for your time and kind patience last night."

12 Ms. Albright wrote back, "Thank you for this email. It is appreciated.

13 5.112. On March 9, 2023 Ms. Alaimo wrote in her termination letter that Ms.  
14 Campbell had engaged in disruptive conduct at the November 2, 2022 board meeting and that  
15 she had been warned about it, "This follows another instance of disruptive conduct at the  
16 November 2022 Board meeting, which you were told was inappropriate and unacceptable."

17 5.113. Ms. Alaimo's March 9<sup>th</sup> assertion is patently false. Ms. Campbell was never  
18 spoken to or reprimanded by anyone from the Swedish Club side about any commentary or  
19 behavior by Ms. Campbell at the meeting on November 2, 2022; Ms. Albright's thank you to  
20 Ms. Campbell is all that was said.

21 5.114. On September 26, 2023 Ms. Campbell received from Lane Powell the entire  
22 contents of her Swedish Club personnel file. The only thing in her file were copies of the  
23 employment onboarding documents.

24 5.115. While technically prior to the board members taking up their agenda for the  
25 board meeting there is ostensibly an opportunity for member-guests to speak. Since the March  
26 1, 2023 board meeting the opportunity for members to speak has become tightly controlled and

1 even abruptly extinguished by the officers of the board, especially by its vice-president Ms.  
2 Smith, and by staff members Ms. Norgren, and Mr. Cambern.

3 **2. Abuse by Board, Executive Staff – Consequences to Members**

4 5.116. 2023 is notable for the social violence that the Swedish Club’s executive  
5 director, the SCBOD, and the Club’s so called director of people partnerships has visited upon  
6 the members. Representative incidences of the extremely high handed and abusive manner  
7 that members, and occasionally employees have been treated with are as follows:

8 5.117. On March 1, 2023 Ms. Campbell attended her third in-person board meeting.  
9 Prior to the start of the meeting, she was forced to leave so that the Board could meet in private  
10 before the regular board meeting.

11 5.118. Ms. Campbell was already seated, the change in plans required Ms. Campbell to  
12 get up from the back of the room, make her way to the door and leave.<sup>43</sup> As she was leaving  
13 defendant Ms. Lucas made a degrading remark about Ms. Campbell, causing Ms. Campbell to  
14 turn and deliver a rebuke to the board members sitting around eating their dinner and drinking  
15 wine. Ms. Campbell spoke out about how she had been mis-treated by Ms. Leander as both a  
16 member and an employee throughout 2021-2023, about the fact that she had reported those  
17 things to the board and the board had done nothing to remedy the ongoing situation, as well as  
18 had been remiss in its oversight of the Club’s operations.

19 5.119. Ms. Lucas moved from where she had been standing across the room,  
20 demanded Ms. Campbell leave, and when she did not Ms. Lucas physically attacked Ms.  
21 Campbell.

22 5.120. Two days later, on March 3<sup>rd</sup> Ms. Campbell was suspended from work. On  
23 March 9<sup>th</sup> her employment was terminated by Ms. Alaimo. Ms. Alaimo also sought to  
24

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25 <sup>43</sup> Given Ms. Campbell’s osteoarthritic condition and limited mobility, relocating is not without its attendant  
26 physical pain, and concomitant required effort to summon the energy to change from one location to the next.

1 terminate Ms. Campbell’s Swedish Club membership, *and* she banned Ms. Campbell from the  
2 Swedish Club premises.

3 5.121. Ms. Lucas in spite of exhibiting her unfounded and unreasonable contempt for a  
4 fellow Swedish Club member, Ms. Campbell, and despite without provocation even physically  
5 attacking that member, in stark contrast to Ms. Campbell remains a highly valued member of  
6 the Swedish Club. Ms. Lucas has continued to enjoy her membership, unlike Ms. Campbell,  
7 and is as recently as February of 2024 Ms. Lucas is being lauded as a cherished Swedish Club  
8 “Volunteer of the Month.” Ms. Lucas in her interview to explain why she is so wonderful, has  
9 the temerity to state, “I’d like to see at the Club more opportunities for members to get to know  
10 each other in non-confrontational settings, where we can celebrate our common heritage and  
11 our differences in friendly, open, and forward-looking conversations and where we can laugh  
12 together.”<sup>44</sup>

13 5.122. Since March 2023 to October 2023 Ms. Campbell has been informed and  
14 believes, and upon such information and belief alleges that member-guests attending 2023  
15 board meetings, and members attending the third Wednesday members’ monthly meeting have  
16 been told by executive director Ms. Norgren to sit down, by club employee and facilities  
17 manager Joel Cambern to “shut-up,” by board vice-president and defendant Ms. Smith that  
18 members are not allowed to record meetings, that they are not allowed to talk without  
19 authorization from a board member or key employees, Ms. Norgren, Mr. Cambern, or Ms.  
20 Alaimo.

21 5.123. Ms. Campbell has been informed and believes, and upon such information and  
22 belief alleges that in mid-summer of 2023 that Swedish Club employee, Mr. Cambern  
23 especially took angry umbrage to board member Kris Johansson’s participation in Swedish  
24 Club business matters and engaged in a similar form of assault and battery against Mr. K.  
25 Johansson, just as Ms. Lucas had against Ms. Campbell at the March 1, 2023 board meeting.

26 <sup>44</sup> Alaimo, Sarah. “Volunteers of the Month.” Swedish Club News. Vol. 63: Issue 3. March 2024.

1 Ms. Campbell has been informed and believes, and upon such information and belief  
2 alleges that Kris Johansson was physically roughed up by Mr. Cambern and continues to be  
3 offended and emotionally distressed by the mistreatment he received at Mr. Cambern's hands.

4 5.124. Extraordinarily, the October 2023 board meeting and the requisite building and  
5 finance committee meetings before it were cancelled outright in an effort by the Board with  
6 Ms. Norgren's support to quash ongoing members' discontent and opposition to the current  
7 leadership of the Swedish Club.

8 5.125. At the October 18, 2023 *members' meeting* a male security officer was stationed  
9 in the dining room/meeting throughout the meeting. Ms. Campbell is informed and believes  
10 and upon information and belief alleges that the security officer was there at the behest of Ms.  
11 Smith, Ms. Norgren and Ms. Albright, first to dirty up the dissident members – give the  
12 impression that there was something dangerous about them, and then to intimidate members in  
13 order to gag them, take away their free speech rights. The talking point was he was there at  
14 the executive director's and board's insistence, that they needed protection from the members  
15 in attendance that night.

16 5.126. Over the course of the meeting the security officer was directed by Ms.  
17 Norgren, Mr. Cambern, and Ms. Smith to intimidate or escort members they had singled out,  
18 out of the building, and did - Ms. Leander the former executive director was one of those  
19 members unceremoniously and humiliatingly marched out of the building by the security  
20 person that evening.

21 5.127. That same night the security person also attempted to expel other members that  
22 had spoken to the board or other members that evening about their concerns with how the Club  
23 was being run, including member and former board member Judy Cooper; she tried to talk to  
24 the board or members about matters of on-going controversy at the Swedish Club but was shut  
25 down by Ms. Norgren and Ms. Smith through threats and intimidation; the effort included  
26

1 summoning the security guard to escort Ms. Cooper out of the building. While she was not  
2 ejected from the building the net effect was to silence her dissent.

3 The next day Ms. Campbell wrote about the meeting,

4 “You’ll be interested to know there was a bouncer at the SC members dinner last night  
5 - that they board and the management are taking an iron fist to everything, Kristine  
6 showed up and handed out a letter - she was escorted out of the building when she left,  
7 and last night they had the bouncer escort her out of the building again - ugly - don’t  
8 feel sorry for KL but what a nasty group the board and the ED & company are.”<sup>45</sup>

9 “Well, they got away from all that under Kristine’s watch. She kept the basics, the  
10 events going, but she did the other bit which now has the consequences, the totalitarian  
11 regime she was running, [her] misuse and mismanagement of funds; and interesting  
12 fact - it’s her and her buddies which are all up in arms - they got displaced. That whole  
13 era ushered in an even worse totalitarian regime.

14 “Just think, the day before she is escorted out of the building they fired me, packed up  
15 my stuff, served me with the termination and banned me from the building. KL was  
16 there, had some part in that - the next day she is treated accordingly - yeah, bet she  
17 was shocked. Lay down with the flea ridden that’s how it works.”<sup>46</sup>

18 5.128. On October 19, 2023 the Swedish Club’s attorneys, including defendants  
19 attorney Priya Vivian from Lane Powell LLP sent a Cease and Desist letter to Ms. Campbell,  
20 an anti-SLAPP threat, demanding that Ms. Campbell cease participating in the City of Seattle’s  
21 permit review process for a Swedish Club building project that was before the City’s  
22 Landmark Review Board, with the threat if she did not stop her community activist activities  
23 which the defendants claimed was both defamatory and tortious at some level, the Swedish  
24 Club intended to sue her.

25 5.129. On October 20, 2023 Ms. Campbell replied, denying the allegations and in  
26 return pointing out that her participation had resulted in several changes to the project that the  
27 Swedish Club’s contractor readily accepted, that she was engaging in constitutionally and  
28 statutorily protected activities, and if the Swedish Club sued her she would sue them back.

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<sup>45</sup> Campbell, Elizabeth. Text message to Christine Lea. iMessages. Thu, Oct 19, 2023 5:55 PM

<sup>46</sup> Campbell, Elizabeth. Text message to Christine Lea. iMessages. Thu, Oct 19, 2023 5:58 PM

1           5.130. In addition, Ms. Campbell provided to the City of Seattle and members of the  
2 Swedish Club not only the threatening communications she had received from the club’s  
3 attorneys, she also included documentation for the other abusive activities and communications  
4 the Swedish Club board, staff, and its lawyers had directed at other members.

5           A copy of the letters and exhibits exchanged in the October 19, 2023 incident are  
6 attached and incorporated herein as Exhibit P – 5.

### 7                           **3. Additional Intimidation and Threats Against Members**

8           5.131. Before and since the October 2023 members’ meeting, members have also been  
9 threatened with the loss of their Swedish Club membership for making inquiries about Club  
10 finances, questioning certain Club operations, and speaking out about those things to other  
11 members, or speaking up at board or members’ meetings.

12           5.132. Ms. Campbell is informed and believes and upon such information and belief  
13 alleges that Ms. Alaimo engages in her threatening and intimidation tactics with Ms. Norgren’s  
14 and the SCBOD’s encouragement and approval, especially that of its president and vice  
15 president, defendants Ms. Albright and Ms. Smith. The threats have included in-writing  
16 warnings issued by Ms. Alaimo, verbal threats by Ms. Alaimo, Ms. Norgren, and Ms. Smith.

17           5.133. Ms. Julie Pheasant-Albright was another member Ms. Alaimo threatened with  
18 the loss of their membership; and she was subjected to extra-judicial/Star Chamber-like action  
19 by the SCBOD’s “Executive Committee,” unilaterally summoned by Ms. Alaimo on December  
20 13, 2023 to meet with its members, defendants Ms. Albright, Ms. Smith, Mr. Snyder, Ms.  
21 Emerson, and Mr. M. Johansson, “It has come to our attention that at the Swedish Club  
22 Christmas Bazaar this Dec. 3 2023, as well as a previous pancake breakfast, there were some  
23 stressful interactions between you and Swedish Club staff members, and also a vendor. We are  
24 requesting a meeting between you and the Board Executive Committee.” SCBOD hardliners,  
25 defendants Ms. Albright and Ms. Smith were cc’d by Ms. Alaimo.  
26

1           5.134. In late October 2023 Swedish Club member Lorelei Stevens was another  
2 member that was summoned in a similarly aggressive manner by the executive committee and  
3 Ms. Alaimo; Ms. Stevens felt threatened in fact. Ms. Campbell shared with a former Swedish  
4 Club employee what had happened to Ms. Stevens:

5           “They’re trying to nail Lorelei - I think for being a known friend. That Sarah had sent  
6 her and the board an email on 10/23 telling her they wanted to talk to her ‘about the  
7 meeting’ the members’ one that KL was at, 10/18. I[t] said that they wanted to see  
8 her that same day or as soon as possible. LS did not reply and has not been there since.

9           “Last week LS wrote about getting tickets to the MJ and AML extravaganza, it’s sold  
10 out. She got one email telling her it was sold out. Then she got an email from Sarah,  
11 she used the pretext of ‘it’s sold out’ and then says ‘Why didn’t you respond to our  
12 email?’ Lorelei wrote her back, ‘What email?’ Sarah wrote back yesterday [11/28/23]  
13 and says ‘the one from the 23rd.’

14           “So look at that - thinking about it - it’s been over a month now since they tried to call  
15 her on the carpet - her suspected transgression is that she gave me KL’s letter that KL  
16 handed out at that meeting - but still the reign of terror - it must have really bugged  
17 them that she didn’t respond, and were reminded of it when LS asked about tickets.

18           “Retaliation and termination that’s the drill at the SC. A terrible group. So now they’re  
19 going to ‘write a letter’”<sup>47</sup>

20           Ms. Stevens has been so distressed by Ms. Alaimo’s intimidation activity that she  
21 stopped attending board meetings, the finance and building committee meetings, as well as  
22 ceased going to the Swedish Club for the remainder of 2023 on through to 2024.

23           5.135. Ms. Campbell has been informed and believes, and upon information and belief  
24 alleges that multiple other long time Swedish Club members have been subjected to  
25 threatening, intimidating, or abusive behavior by Swedish Club employees and accordingly  
26 have abandoned or foregone exercising their rights and availing themselves of the benefits  
conferred upon them through the terms of their membership contract with the Swedish Club.

          5.136. In May 2023 decades long Swedish Club member and Scandinavian folk band  
artist James Skrinde had his Club membership summarily terminated by Ms. Alaimo after a

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<sup>47</sup> Campbell, Elizabeth. Text message to Christine Ross. iMessages. Nov 29, 2023 5:34 AM.

1 dispute with defendant Ms. Norgren over payment of the band’s monthly entertainment fee; as  
2 well as he, and his band, were banned by Ms. Alaimo from the building.

3 5.137. In July 2023 when Mr. Skrinde questioned in writing the legality of his club  
4 membership being terminated. The Swedish Club’s lawyers sent Mr. Skrinde a threatening  
5 letter, creating a false impression that he was engaged in behavior that he was not engaged in -  
6 i.e. the letter targeted non-existent activity - stating that he better not think about coming to the  
7 Swedish Club property. Doubling down on the level of viciousness they had introduced into  
8 the matter, the attorneys forwarded the letter to Mr. Skrinde on to the Seattle Police  
9 Department, giving them the false impression that Mr. Skrinde was a threat; and they also sent  
10 the letter to Mr. Skrinde’s federal government/armed forces employer via his U.S. Army Corps  
11 of Engineers email.

12 **4. Additional Exclusionary Tactics by the SCBOD and Executive Director**  
13 **and Impairment of Members’ Rights to be Informed and to Participate**

14 5.138. In October 2023 the SCBOD made the decision to hold the next building and  
15 finance meetings, but to close the finance committee meetings to member participation. The  
16 SCBOD declared that there were only three, now “official” finance committee members, board  
17 members, and that Club members in attendance would be limited to being observers only, not  
18 as before wherein any member who regularly attended a committee meeting was considered to  
19 be a member of the committee with full participatory rights.

20 5.139. The outright elimination of member participation (by way of making a  
21 statement or asking a question)/being in attendance at board meetings started in January of  
22 2022, and continues to be a regular occurrence. It is accomplished by the Board ending the  
23 regular board meetings, sometimes abruptly, then the board president declares that the board is  
24 going into executive session and proceeds to tell non-board members that are not invited to the  
25 executive session meeting, that they need to promptly leave.

26 5.140. No executive session agenda is provided to the “public” for the board meetings,



1 and when a regular board meeting agenda has been available there may or may not be a  
2 reference to the board going into an executive session; sometimes it appears executive sessions  
3 of the board are called on an impromptu basis. When an agenda is provided for a board  
4 meeting that includes an executive session line item, there certainly is no rudimentary agenda  
5 provided for the executive session.

6 5.141. The executive session of a board meeting includes only the Board's members,  
7 the executive director, and invitees of the board. The latter are regularly allowed to remain and  
8 participate in and have knowledge of what transpires in the executive session meetings.<sup>48</sup>

9 5.142. The invitees to the executive session meetings in 2022 to March 2023 have  
10 included multiple non-board members, but regularly and especially defendants Ms. Lucas and  
11 Ms. Alaimo have been included in those closed-door meetings.

12 5.143. Between January 2022 to September 2023, a period of 21 months, or 21 board  
13 meetings, 15 of those board meetings went into executive session - or over 70% of the Board's  
14 meetings devolved into executive sessions.

15 5.144. Between January 2022 to March 2023 Ms. Campbell was required to leave at  
16 least half of the board meetings she attended because they abruptly ended or were planned to  
17 end and continued in executive session.

18 5.145. Ms. Campbell has been informed and believes, and upon such information and  
19 belief alleges that the Board going into executive session so frequently is part of a pattern of  
20 deception or cover-up that the Board started to rely on in 2022 to ensure its members' tenure  
21 on the board, to deceive the Club's members about the many activities the board is engaging in  
22 that according to the *Bylaws* require member awareness and approval in order to be undertaken  
23 or continued, and did so also to otherwise avoid the legal consequences of multiple areas and  
24

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25 <sup>48</sup> "Also, to clarify the difference between an Executive Session and the Executive Committee. 'Executive Session' refers to a  
26 meeting with just the Board members and ED. 'Executive Committee' refers to just the officers. Source: Leander, Kristine.  
"RE: Swedish Club Board meeting, Wednesday, Sept. 1 2021, at 6 pm. Gmail.com. August 31, 2021 2:34 PM

1 incidences where the defendant board members have breached their duties of care, obedience,  
2 and loyalty.

3 **5. Swedish Club Deep State**  
4 **2022-2023 Secrecy Surrounding Selection of New Executive Director**

5 5.146. When Ms. Leander announced her plans to retire in October of 2022 and then  
6 publicly announced them in November of 2022, shortly thereafter the officers of the SCBOD  
7 and select board members participated in a confidential search for the Club’s next executive  
8 director. Ms. Lucas and Ms. Alaimo were part of that inner circle. They were part of the  
9 “transition team.”

10 5.147. In both November and December of 2022 Ms. Campbell suggested to both Ms.  
11 Alaimo and Ms. Albright about how the search for the new executive director was being  
12 shrouded in secrecy. Ms. Campbell’s suggestion and ask was that the committee engaged  
13 in the search should include one or more key, non-board members in order for the search to  
14 have more legitimacy, as well as at some point finalists should engage in a membership forum.  
15 Her suggestions were not taken, the search remained shrouded in secrecy.

16 As November, December, 2022, January 2023 passed there was no progress report to  
17 the membership during the board meetings, in the *Swedish Club News*, or in an advisory email  
18 about what if anything was going on with the board’s search for the new director.

19 By January 2023 there still had been no information provided to the membership about  
20 who, how, or what was going on with the job search.

21 Finally in February 2023 Ms. Albright broke the information embargo, but her  
22 statements were something more akin to the wily spider-to-the-fly or cunning scorpion-to-the-  
23 frog statements, “Just trust us”. Writing in the club’s newsletter Ms. Albright glosses over the  
24 very obvious secrecy and stark lack of membership involvement in the “transition process”,  
25 “Please know that as a Board made up of members ourselves, we have the Club’s and  
26 members’ absolute best interests in mind and at heart.”

1 **6. Turns Out, Elizabeth Norgren was *not* the Best Choice,**  
2 **However She Has the Requisite National Identity.**

3 5.148. With one month to go to empanel a new executive director, on February 1, 2023  
4 the board’s president Ms. Albright announced that the selection is still weeks away, “In the  
5 coming weeks we’ll offer finalists a tour of the Club along with a chance to meet Kristine and  
6 a few employees. Then they will appear before the Board to make presentations and answer  
7 additional questions. We expect to make a final choice and present an offer to that candidate by  
8 the last week of February [2023].”<sup>49</sup>

9 5.149. Not only was there no opportunity given to the membership to have a meet and  
10 greet with finalists, share their interests and concerns as a constituency, but neither were the  
11 finalists given the opportunity to have anything but a furtive interaction with the outgoing  
12 executive director and her immediate staff, and a cursory tour of the building.

13 5.150. Ms. Norgren, did not come to the Swedish Club to meet the executive staff until  
14 late February; Ms. Norgren started the executive director job on March 7, 2023.

15 5.151. The entire selection process for the new executive director took place behind  
16 closed doors; the membership never had an opportunity to meet the finalist slate of candidates  
17 even. An air of illegitimacy has followed Ms. Norgren’s entire tenure for a year now, and it is  
18 evident, she has showed who she really is with the social and political violence that  
19 proliferated to previously unknown heights since her employment.

20 Had the consideration of Ms. Norgren come out before through a more open and  
21 inclusive candidate search, there is a high likelihood that she never would have become the  
22 director of the Swedish Club.

23 5.152. Ms. Campbell is informed and believes and upon information and belief alleges  
24 that Ms. Norgren has a terrible reputation and work history in the Swedish community. During

25 \_\_\_\_\_  
26 <sup>49</sup> Albright, Shama. “President’s Message.” *Swedish Club News*. Vol. 62, Issue 2: February 2023.

1 her stint as the director of Vasa Park, she gained a reputation for deficit spending, self-dealing,  
2 intimidation, a history of nepotism and favoritism, and other unsavory even poor business  
3 practices; as well as she has a criminal record for assault (2020). Ms. Norgren brings the latter  
4 behavior and mindset to her Swedish Club position as executive directors, as well as she has  
5 condoned it in her coterie of employees she brought with her and employed at the Swedish  
6 Club, including Joel Cambern, as well as has countenanced in one of the hang overs from Ms.  
7 Leander's administration, defendant Ms. Alaimo.

8 5.153. Since Ms. Norgren's tenure Swedish Club the same people she employed and  
9 associated with as the director/manager of Vasa Park, that were embroiled in controversies  
10 and poor business practices there, are now key employees and associates of hers at the Swedish  
11 Club; and the same controversies and turmoil that enveloped her prior leadership activities  
12 have broken out and occurred at the Swedish Club.

13 5.154. Throughout 2023 on into 2024 during board and member meetings often the  
14 focus has been on Ms. Norgren and board members defaming Ms. Leander, claiming that she  
15 was uncooperative during the transition between her and Ms. Norgren; blaming Ms. Leander  
16 for all that is alleged to be wrong with the Swedish Club. And always the myriad of excuses as  
17 to why the Swedish Club's business records are in disarray, and deflections about literal  
18 financial reports that have an almost year later now been produced, in an abbreviated form.

19 5.155. The Swedish Club member experience has been reduced to one of conflict and  
20 denigration of the membership. Members have commented on their experience and  
21 observations during Ms. Norgren's control of the Swedish Club as executive director:

22 09-26-23 "They absolutely are thugs. I went to a board meeting with about 20 other  
23 people and every opportunity they take to defame Kristine's [Leander's] memory. Of course  
24 they have gaslighted us all. I went to a zoom financial meeting and I did not speak one word.  
25 They're losing \$100,000 a month. Their income is down 49% and their payroll is up 93%. That  
26 was on a Wednesday or Thursday. The next week at the board meeting they decided to vote to

1 limit the number of people who can sit in or be on the financial committee to three.”

2 10-24-23 “Security guards? 86ing members? Firing the entire staff? Firing volunteers!  
3 Make no mistake, Elizabeth [Norgren] has a game plan and that game plan is to get rid of  
4 members and run the place as a wedding venue for the enrichment of herself and her family.  
5 She tried to do that at Vasa Park. She actually told people she was the owner of the park. There  
6 are many, many, many websites out there for wedding planners and winning events and  
7 wedding related things that refer to us [as] a park as ‘It used to be a fraternal organization and  
8 now it's a wedding venue ‘

9 “They're just trying to extract money anyway they can. It's a reign of terror. Oh make  
10 no mistake She will try and somehow leverage that property across the street into some  
11 financial advantage for herself personally.

12 “Elizabeth [Norgren] tried to get her family into Vasa and that didn't work. She got her  
13 son into one of the vassa groups and got him elected to the board of the Vasa Park. BUT The  
14 rest of the board refused to seat him. As is their right.

15 “The entire atmosphere over there is absolutely poisonous. What ditty- where? She is  
16 so unpleasant and does not understand human beings in any way whatsoever. Her only  
17 interaction is transactional. She was so nasty to the Finns that they went to the Sons of Norway  
18 instead.”

19 5.156. Shortly after the SCBOD finally broke the secrecy surrounding its search for a  
20 replacement director and revealed to only a few key Swedish Club employees and member  
21 insiders, Ms. Campbell is informed and believes and upon information and belief alleges, that  
22 Ms. Leander brought to defendant Ms. Alaimo’s attention Ms. Norgren’s at best nefarious and  
23 divisive activities and past as a former leader in Swedish organizations and as a manager for  
24 Vasa organizations. Ms. Alaimo’s response to Ms. Leander was, “I don’t want to hear it.”

25 5.157. Ms. Campbell is informed and believes and upon information and belief alleges  
26 Ms. Alaimo and her colleague/defendant, attorney Priya Vivian have been key participants in

1 employment and member related incidents at the Swedish Club (including Ms. Campbell's  
2 employment retaliation and termination, the impairment of her membership, and post-  
3 employment defamation and harassment ), developed a conspiratorial relationship with the  
4 Swedish Club board, with other Swedish Club employees, as well as with the funder for the  
5 legal and business machinations complained of herein that have been ongoing at the Swedish  
6 Club since November 2022, defendant the Great American Insurance Company.

7 Ms. Alaimo's reaction to Ms. Leander's information and her rejection of Ms. Leander's  
8 well founded personal and professional information, experience, and knowledge of Ms.  
9 Norgren that she had gained through years of knowing and knowing of Ms. Norgren, and by  
10 extension Ms. Alaimo's refusal to either consider further investigation into or consideration of  
11 Ms. Norgren's negative work and social history with Swedish organizations that was brought  
12 to her attention by Ms. Leander and others, her failure to consider the advisability of or  
13 reasonableness of establishing Ms. Norgren as the head of the Swedish Club, the advisability  
14 and reasonableness of vesting Ms. Norgren with access and control over the tens of millions of  
15 dollars of the Swedish Club's assets, control over its close to \$1 Million a year business and  
16 social operations has resulted in a calamitous outcome for many employees and members of  
17 the Swedish Club, including Ms. Campbell.

18 Ms. Alaimo's actions that in no small part led to Ms. Norgren being installed as  
19 executive director of the Swedish Club are part and parcel to her conspiratorial activities  
20 involving the defendant co-conspirators – the SCBOD, Lane Powell, Ms. Vivian, and Great  
21 American.

22 5.158. The "saving grace" in all of this though is that Ms. Norgren fits the preferential  
23 profile, the ideal candidate that is always preferred at the Swedish Club – she holds the  
24 Swedish Club's defining imprimatur for employment, holding the preferred amount of Swedish  
25 national origin - the same one that Ms. Leander and Ms. M. Jonsson-Borgström used to both  
26

1 exclude and control would be and existing employees at the Swedish Club, including Ms.  
2 Campbell, based on their not being Swedish or Swedish enough.

3 Ms. Campbell is informed and believes, and upon information and belief alleges that  
4 the preference for Swedish heritage in Ms. Norgren's case was the guiding factor for the hiring  
5 decision, the one expressed in the past and in the present by Ms. M. Jonsson-Borgström now  
6 candidate for the Swedish Club board of directors - "I think the board got a presentation on  
7 Wednesday [01/04/23] on the candidates applying. If it's not someone previously engaged at  
8 the [Swedish] club or the Nordic museum or native Swede this is going to go badly for the soul  
9 of the club."<sup>50</sup>

## 10 7. Recording Keeping Deficiencies

11 5.159. Ms. Campbell knows, but also has been informed and believes and upon such  
12 information and belief alleges that SCBOD secretary, Ms. Emerson, produces and publishes  
13 board meeting notes that are inadequate, highly edited, or contain omissions, and accordingly  
14 by her construct of them they serve to deflect scrutiny of the board, to secrete information  
15 board members possess, or hide projects or actions the SCBOD is planning, taking, or has  
16 acted upon, skews perceptions of the board, or covers up questionable activities by the Board.

17 5.55.1 Ms. Emerson (and during her tenure Ms. Leander) and others, without the  
18 consent of meeting attendees, made electronic recordings of board meetings, be  
19 it by Zoom, or using handheld electronic device(s).<sup>51, 52</sup>

20 5.160. The Swedish Club's board meeting minutes for 2022 and 2023 are notable for  
21 not indicating that the board has/has not received sufficient information and advice from  
22 reasonable sources, either before or during its meetings, and that what information and advice

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23 <sup>50</sup> Jonsson-Borgström, Malin. Text message to Elizabeth Campbell. Messages. Jan 7, 2023, 9:04 AM.

24 <sup>51</sup> Ms. Leander referenced the recording of the board meetings by handheld device on November 30, 2021, noting "Mary  
25 Emerson [SCBOD secretary] needs to be absent again tomorrow. I still have her recorder and will record the meeting. If  
26 Langdon [Miller, board member] wants to do so as well, I welcome it. Source: Leander, Kristine. "Board reports for Swedish  
Club Board meeting Wednesday, Dec 1, 6 p. m. by Zoom. Gmail. November 30, 2021 2:42 PM.

<sup>52</sup> Ms. Campbell has also been present at Zoom meetings in 2021 wherein Ms. Leander made reference about her recording  
the Zoom meeting through the Zoom platform.

1 they may have received was properly interrogated by them, and that appropriate discussion  
2 occurred before the board made any of its final decisions.

3 5.161. Of further note, Ms. Campbell has been informed and believes, and upon such  
4 information and belief alleges that the Board has not complied with the requirements of  
5 RCW 24.03A.210 Corporate records, including but not limited to, keeping permanently a copy  
6 of the following records:

- 7 a) Minutes of all meetings of its members and of its board of director [including  
8 executive session meetings],<sup>[53]</sup>
- 9 b) A record of all actions taken by the members and board of directors by unanimous  
10 written consent; and
- 11 c) A record of all actions taken on behalf of the corporation by a committee of the  
12 board.

### 11 **8. The Usurpation of the Members' Monthly Meeting by the SCBOD**

12 5.162. A once-a-month members' meeting open to all Swedish Club members is also  
13 held, the members' meeting. According to the Club's bylaws, "Meetings of the membership  
14 shall be scheduled monthly for the purposes of conducting business that requires membership  
15 action and to inform the membership of Board of Directors' actions and concerns."<sup>54</sup>

16 5.163. The members' meeting is held on the third Wednesday of each month. The  
17 format of the meeting includes serving a member paid, full course dinner to attendees, having a  
18 guest speaker program on an interesting topic or person, and either before or after the guest  
19 presentation one or more board members may share information with the members about Club  
20 business matters.

21 5.164. Between January 2021 to February 2023 however Ms. Campbell has witnessed  
22 the fact that most of the board led portion of the members' meeting contains little information  
23 of substance – i.e. the SCBOD does not inform or seek out the advise and the consent function  
24

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25 <sup>53</sup> Which would include the meetings when the board is in its executive sessions.

26 <sup>54</sup> Article 2 Membership, Section 2.5 Monthly Meeting of Members. *Amended and Restated Bylaws of The Swedish Club*. November 20, 2019.



1 of the membership, does not disclose comprehensive financial information or detail the Club's  
2 financial status in an accurate or complete manner, or disclose plans the board has for policy  
3 changes, activities they are engaged in that affect the status of the Club's multi-million dollar  
4 real estate holdings, or motions they have passed for changes that would amend the *Bylaws*.

5 5.165. Between January 2022 May 2023, only two members' meetings included a  
6 board member or officer sharing any kind of substantive report by the Board about club  
7 matters with the members in attendance, those were the April 2022 and April 2023 annual  
8 meetings wherein one new member and all returning board members were voted in (2022), or  
9 when only returning board members were voted in (2023).

10 5.166. The balance of the members' meetings during those 16 months were notable for  
11 two things, one, the lack of substantive Club business that was presented by the Board (or by  
12 the executive director) to the members attending those meetings, and two, for the board  
13 members/officers gaslighting the members by telling them that the Club's ongoing financial  
14 deficits from its business operations were typical and expected financial outcomes for a non-  
15 profit, for the Swedish Club.

16 5.167. When the board president, sometimes the Club's executive director, and very  
17 occasionally the Club's treasurer made a presentation at those members' meeting they did not  
18 inform the members as required in the Club's *Bylaws* of planned bylaw changes they were  
19 pursuing or voting on (for example the critical bylaw changes the Board acted on, on April 6,  
20 2022, to bar employees who were members from being on the board, and to bar so-called gratis  
21 members from being on the board), or of actions or resolutions affecting membership rights  
22 they had passed in executive sessions – for example board member defendant Mr. M.  
23 Johansson as the lead board member for the SCBOD's standing Nominating Committee spent  
24 considerable time and effort to craft rules and regulations for who can be on the board of  
25 directors, what their qualifications must be, and presented those for approval by the Board, all  
26

1 in contravention to the rules in the bylaws designating that it is a general member without  
2 qualifications that serves on the board.

3 5.168. Moreover, the members' meeting is a meeting of the members, however the  
4 SCBOD's officers and the executive director have consistently commandeered those meetings,  
5 establish themselves as the leader(s) of the meeting to the exclusion of the members. The  
6 membership meeting agenda is a self-serving one dictated by the SCBOD and the executive  
7 director, the meeting "rules" established by them about who will or won't be allowed to talk,  
8 what will or won't be discussed are arbitrary and capricious.

9 5.169. Ms. Campbell is informed and believes, and based on such information and  
10 belief alleges that there has been no compliance with the requirements of  
11 RCW 24.03A.210(1)(a), taking minutes of the *monthly members' meeting* and preserving a  
12 copy thereof.

13 5.170. It has been Ms. Campbell's experience that the SCBOD for now years has not  
14 and does not inform or accurately depict to the members the full depth of the ongoing financial  
15 difficulties the Club was and is going through.

16 5.171. The above described matters, incidents, and activities in paragraphs 5.xx to 5.xx  
17 have been Ms. Campbell's member experience related to participating in or being informed  
18 about the Swedish Club's operations and finances as a member; as well engaging in related  
19 member opportunities to participate in the governance of the Club.

## 20 9. Board Errata

21 5.172. The historic preference for members that are Swedish or of Scandinavian  
22 descent extends to those serving on the Club's board of directors. According to the former  
23 executive director, defendant Ms. Leander, "The third way to get involved in the Club is by  
24  
25  
26

1 serving on a committee, or even on the Board. *We're particularly looking for future Board*  
2 *Members with Swedish heritage.*<sup>55</sup> Emphasis added.

3 5.173. No person(s) of color or of non-Swedish/non-Scandinavian descent holds  
4 positions of governance in the Swedish Club.

### 5 **E. SWEDISH CLUB EMPLOYMENT**

6 5.174. The Swedish Club employs people who work full-time, part-time, seasonally or  
7 on a temporary basis; and individuals taking part in government funded work program(s).

8 5.175. The Swedish Club employs one or more employees for purposes of establishing  
9 the applicability of City of Seattle's Seattle Municipal Code Chapter 14.04 – Fair Employment  
10 Practices Ordinance to the Swedish Club.

11 5.176. The Swedish Club employs between 1 and 14 employees for the purpose of  
12 establishing the applicability of Washington state's anti-discrimination and wage  
13 discrimination laws, and RCW 49.60.180 to the Swedish Club.

14 5.177. The Swedish Club employs over 15 and up to 25 individuals – for the purpose  
15 of establishing the applicability of federal anti-discrimination, fair employment laws to the  
16 Swedish Club.

### 17 **F. SWEDISH CLUB BUSINESSES & ACTIVITIES** 18 **PLACE OF PUBLIC ACCOMMODATION – PUBLIC ACCESS**

19 5.178. The Swedish Club's primary activities are the business activities it markets and  
20 makes primarily available to the public - food and beverage sales, special events, event space  
21 rentals,<sup>56</sup> followed by its real estate investment and property development business activities.  
22 The more traditional non-profit-like, program activities that an educational and cultural  
23 organization engages in have become in recent years but especially in 2023 more incidental to  
24 the primarily business activity the Swedish Club now engages in, running a combo faux fine

25 \_\_\_\_\_  
26 <sup>55</sup> Leander, Kristine. "Club Notes." *Swedish Club News*. Vol. 58, Issue 10: October 2019.

<sup>56</sup> Norgren, Elizabeth. "Washington Secretary of State Annual Report – Swedish Cultural Center." Filed November 9, 2023.

1 dining establishment, a night club venue for indie bands, a general cafeteria, once-a-month  
2 pancake breakfast, followed by a Sunday brunch destination dining program. With the  
3 exception of the pancake breakfast the eating, drinking, and entertainment business activities  
4 are notable for their either outright or lack of cohesive association to Swedish foods, dining, or  
5 entertainment; i.e. have a loose to no connection to the Swedish Club's purpose/mission.

6 5.179. The Swedish Club operates a restaurant and  
7 bar with regular hours. The Club advertises and heavily  
8 promotes to the public its dining room-restaurant, and bar



9 as their being  
10 open to the  
11 public. Often the  
12 number of public



13 guests dining, drinking, and dancing at the Club far  
14 eclipses the number of Club members in attendance.  
15 Three examples of that are, the monthly 1<sup>st</sup> Sunday  
16 Pancake Breakfast, it is overwhelmingly attended by  
17 the public as opposed to members, similarly are the  
18 Friday dinner/dances, and special events such as Abba Night and July 4<sup>th</sup>.

19 5.180. There are little to no building access restrictions on who is going in and out of  
20 the Swedish Club building be they a member of the public or a Club member. The Club rents  
21 out space to multiple businesses and organizations that year-in/year-out have their regular,  
22 monthly business events at the Club, including but not limited to NW Dance, and the Mail  
23 Carriers Association, NALC Branch 79.

24 5.181. Event spaces are rented out to approved or event-incidental vendor/caterers, and  
25 to other individuals and organizations for a wide range of purposes.

1           5.182. The Swedish Club’s rooms, halls, kitchens, dining room, bar, and common  
2 lobby areas are available for rent by the public; all of its cultural classes are open to the public,  
3 and on-premises, bazaars and other market-type or cultural events are also open to the public –  
4 with no admission fee charged.

5           5.183. Restaurant Access: The restaurant portion of the Club is open to the public, as is  
6 the members’ monthly dinner meeting held there also.

7           5.184. Bar Access: In practice the public has relatively easy access to the bar, before,  
8 during, or after dinner is served, and without restriction may remain on premises, including but  
9 not limited to listening to or dancing when a band performs. That access is available often  
10 without having to purchase dinner or drinks, or even having to pay a nominal cover charge;  
11 what “cover charge” is levied masquerades as a “temporary membership.” However, in order  
12 to assess the cover charge/temporary membership fee a guest must first go to the check-in desk  
13 near the bar and dining room areas; and it only works then if the check-in desk is attended,  
14 which it usually isn’t once dinner service starts.

15           Based on the Club’s liquor license only Swedish Club members are to have access to  
16 the bar. However, in practice that is a technicality and window-dressing to cover the Club’s  
17 liquor license with the Washington Liquor Control Board. In practice access to the bar is only  
18 casually monitored if that. It is accurate to say that there is little to no impediment for a  
19 member of the public to gain access the Swedish Club’s bar, and to purchase alcohol, food, or  
20 other beverages therein without having paid the “temporary membership” cover charge.

21           In practice, guests passing through the open hallway to the dining room and bar area are  
22 not routinely screened for membership, only people that choose to stop by the check-in desk  
23 that are either not recognized by the check-in desk clerk as members, or that indicate they are  
24 not members and plan to go to the bar are told of the temporary membership requirement for  
25 bar access.

1           5.185. The bar is accessible from three different entries, from the lobby, from the  
2 dining room, and from the exterior walkway that is open from the ground floor through to the  
3 third floor where the bar is. The three entries to the bar are not monitored – even when there is  
4 an attendant at the check-in desk which is right next to the lobby entry to the bar – access to the  
5 bar is constructively not monitored.

6           5.186. Since the original filing of this case with the King County Superior Court on  
7 December 19, 2023, the Swedish Club’s website has been altered to give the impression at  
8 least that it strictly controls access to its bar.

9           5.187. Event Access – All annual, special, and holiday events sponsored and managed  
10 by the Swedish Club and held at its headquarters are open to the public, *they are not invitation-*  
11 *only events.*

12           5.188. The Swedish Club regularly partners with private businesses to put on events.  
13 In exchange for the business managing the event the Club gets a percentage of the purse and  
14 splits certain costs with the persons or business(es) it contracts with. The Swedish Club’s  
15 annual ABBA night event that is an example of such a partnership.

16           5.189. The Abba Night dance has between 300 and 500 attendees. In the past the  
17 Swedish Club hosted and managed the event, however in August of 2022 Ms. Leander without  
18 consultation or direction from the board decided to stop managing the event and instead farm  
19 out the event to the band, ABBAgraphs.

20           Ms. Leander informed the SCBOD of her decision, “Cheryl Serio from the  
21 ABBAgraphs band has made us an offer. The band will take over the management of the  
22 event, for a percentage of the sales.”<sup>57</sup>

23           5.190. In the wake of Ms. Norgren’s slash and burn approach to traditions at the  
24 Swedish Club, ABBAgraphs arrangement has been scrapped in favor of an even more  
25 expensive arrangement with the fABBA Show business.

26 \_\_\_\_\_  
<sup>57</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Aug 3, 2022.” Swedish Club. August 3, 2022.

1           5.191. Space Rental Fees - Members get a nominal break on event/venue rental fees,  
2 but only after being a member for 12 months. Conversely non-member, favored caterers have  
3 a similar discount for renting the same spaces.

4           5.192. The Swedish Club is a place of public accommodation pursuant to RCW 49.60,  
5 the Washington Law Against Discrimination to the Swedish Club,<sup>58</sup> "Any place of public  
6 resort, accommodation, assemblage, or amusement" includes, but is not limited to, any place,  
7 licensed or unlicensed, ...where charges are made for admission, service, occupancy, or use of  
8 any property or facilities, whether conducted for the entertainment...or for the benefit, use, or  
9 accommodation of those seeking recreation,... or for the sale of goods, merchandise, services,  
10 or personal property, or for the rendering of personal services...or where food or beverages of  
11 any kind are sold for consumption on the premises, or where public amusement,  
12 entertainment...is offered with or without charge...where the public gathers, congregates, or  
13 assembles for amusement, recreation, or public purposes, or public halls, public elevators, and  
14 public washrooms of buildings and structures occupied by two or more tenants,<sup>59</sup> or by the  
15 owner and one or more tenants...PROVIDED, That nothing contained in this definition shall  
16 be construed to include or apply to any...bona fide club, or place of accommodation, which is  
17 by its nature distinctly private, including fraternal organizations, though where public use is  
18 permitted that use shall be covered by this chapter.<sup>60</sup>

19           5.193. Likewise, according to the City of Seattle's *Public Accommodations*  
20 *Ordinance*,<sup>61</sup> the Swedish Club meets its definition of a "Place of public accommodation,"  
21 "...means any place, licensed or unlicensed, where the public gathers, congregates, or  
22 assembles for amusement, recreation or public purposes, or any place, store, or other  
23 establishment which supplies goods or services with or without charge to the general public.

24 \_\_\_\_\_  
25 <sup>58</sup> RCW 49.60.040(2). <https://app.leg.wa.gov/RCW/default.aspx?cite=49.60.040>. Accessed Oct. 31, 2023.

<sup>59</sup> The Swedish Club rents space to two tenants, Arista Catering and the Swede Finn Historical Society.

<sup>60</sup> RCW 49.60.040 Definitions.

<sup>61</sup> SMC 14.06.020 – Definitions.

1 ‘Place of public accommodation’ includes, but is not limited to, the following types of services  
2 or facilities:...restaurants...or other facilities principally engaged in selling or offering for sale  
3 food for consumption upon or off the premises; public restrooms; public elevators;... or other  
4 places of exhibition or entertainment;...or other facilities engaged in selling or offering for sale  
5 alcoholic beverages for consumption upon the premises...”

6 5.194. Since this lawsuit was filed on December 19, 2023 and accessed shortly  
7 thereafter by the multiples of defense counsels the SCBOD have retained, Ms. Campbell is  
8 informed and believes and upon such information and belief alleges that the Swedish Club  
9 defendants have taken steps to refute or otherwise give the appearance that the acts complained  
10 of herein either never existed, are not credible, or no longer exist.

### 11 G. SWEDISH CLUB FINANCES

12 5.195. In 2011 executive director Ms. Leander opined in the Club’s newsletter, the  
13 *Swedish Club News*, that the Swedish Club’s finances were like a three-legged stool, its  
14 revenues coming from one, membership dues and programs; two, rentals, food and bar; and  
15 three, from donations and endowments.<sup>62</sup> That stool however is not a proportionate one, i.e., a  
16 1/3, 1/3, 1/3 revenue proposition. The majority of the Swedish Club’s operating money comes  
17 from individual donors, typically the elderly, *and* often enough those in failing health.

#### 18 1. The Money Trail

19 5.196. It can be a confusing exercise to understand the relationships between the  
20 Swedish Club and the Swedish Club Foundation (“SCF”), and the Swedish Club and the Jane  
21 Isakson Lea Foundation (“JILF”); however, due to the intentions of who set the latter two up,  
22 the SCF and JILF, former executive director, defendant Ms. Leander, by design and operation  
23 they are one and the same – it is all the Swedish Club’s money. The same holds true related to  
24

25 \_\_\_\_\_  
26 <sup>62</sup> Leander, Kristine. “Executive Director’s Message”. *Swedish Center News*. Swedish Cultural Center. September 2011. <https://swedishclubnw.org/newsletters/2011/september2011.pdf>



1 the Swedish Club’s other LLC, the Swedish Club Properties, LLC. It is directly controlled by  
2 the Swedish Club.<sup>63</sup>

3 5.197. However, to give the appearance of the Swedish Club, SCF, and the JILF being  
4 separate Ms. Leander, the SCBOD, and their allies rely on a repetitive narrative that gives the  
5 impression that there is in fact a legal distinction between the three pools of money.

6 *i. Origin of Jane Isakson Lea Foundation*

7 5.198. In 2009, 2010 the leadership of the Swedish Club had taken out a line of credit  
8 to subsidize its operating losses; losses were ongoing and mounting. As the line of credit was  
9 played out often enough Jane I. Lea an 84 year old lady suffering with a terminal health  
10 condition was being regularly tapped to save the floundering Club. Ms. Lea had a strong  
11 sentimentally driven fondness for the Swedish Club especially during that decade, and often  
12 financially bailed out the fiscally troubled Swedish Club.

13 5.199. During that time there was factional infighting, a group including Ms. Leander  
14 had gained an upper hand; the losing faction remains in ignominy to 2023, they were dubbed  
15 by Ms. Leander and her supporters as “The Young Turks.” During the same time Ms.  
16 Leander had become the go-to person for tapping Ms. Lea for money.

17 5.200. In mid-2011 it was decided by Ms. Leander and others to tap Ms. Lea again:  
18 “When Executive Director Kristine first came to her role in 2010, the Club was once  
19 again in trouble financially, so Kristine and a Board Member [Don Wahlquist] went to Jane to  
20 ask for a more permanent solution. The result was that Jane...set up the Jane Isakson Lea  
21 Foundation (also now known as the Jane Foundation) with the goal of supporting not just the  
22 Swedish Club, but other Swedish-oriented activities in the area. The Jane Foundation is a  
23 private foundation and gives the Club around \$105,000 every year.”

24 5.201. In early 2021 Ms. Leander shared her Jane Foundation story with Ms. Campbell  
25 about Ms. Leander’s visits to Ms. Lea’s home and getting the over \$3 Million donation from

26 <sup>63</sup> 2022 Form 990 Swedish Cultural Center, Inc. Return, Schedule R

1 her. According to Ms. Leander: Ms. Leander arrived at Ms. Lea's house. Ms. Lea and her  
2 second husband (then 91 year old Jim Lea) had and were living distinctly separate lives. They  
3 were so separate that Ms. Lea had her own set of caregivers and caregiving space (she had  
4 terminal cancer), as did Mr. Mr. Lea, he had his own set of caregivers and caregiving space (he  
5 was severely ill in the last stages of a long term debilitating illness, Charcot-Marie-Tooth, that  
6 required him also to have 24/7 care. Mr. and Mrs. Lea were physically unable to care for  
7 themselves, and were receiving services from home health providers, personal aides.

8 5.202. According to Ms. Leander, when she arrived at the Lea home Ms. Lea was very  
9 sick. Ms. Leander was concerned she was not receiving adequate care and had words with the  
10 caregivers. Despite the caregivers' reassurances Ms. Leander decided to take matters into her  
11 own hands, override the caregivers' objections, and took Ms. Lea out of the home and to the  
12 hospital.

13 5.203. Ms. Leander continued her story, after taking Ms. Lea to the hospital, at some  
14 point Ms. Lea came back home and Ms. Leander remained vigilant and possessive of Ms. Lea.  
15 Shortly thereafter Ms. Leander extracted from Ms. Lea her commitment to give the Swedish  
16 Club over \$3 Million in funding. Ms. Leander retained the services of the Swedish Club's  
17 attorney, Lorri Dunsmore with Perkins Coie, to assist with the drafting the necessary  
18 documents for the transaction, and facilitating the transfer of money.

19 5.204. Ms. Leander with Ms. Dunsmore assistance drafted the incorporation papers for  
20 the Jane Isakson Lea Foundation, listing Ms. Leander's home as its headquarters, and on  
21 December 14, 2011 filed the incorporation papers with the Washington State Secretary of  
22 State's office.

23 5.205. When Ms. Leander told Ms. Campbell her story about getting the money from  
24 Ms. Lea, Ms. Campbell was stunned and realized two things, what Ms. Leander had just told  
25 her was a text book example of financial exploitation of a vulnerable adult, and the  
26 implications of the newly minted and very wealthy foundation under Ms. Leander's control

1 meant that Ms. Leander had secured her executive director position, she could wield power in  
2 the Swedish Club as a hegemonic executive director.

3 5.206. Initially Ms. Lea’s husband held a directorship seat in the JILF, however Mr.  
4 Wahlquist became the other director, and Ms. Leander’s best friend Judy Cooper, long time  
5 Club member and a former Swedish Club board member, was made the secretary. All three  
6 today retain their director positions, with Ms. Leander as president, Mr. Wahlquist as treasurer,  
7 and Ms. Cooper as secretary.

8 5.207. When Ms. Leander’s revealed to the Swedish Club members at large that the \$3  
9 Million pot of money was not in fact coming to the Swedish Club’s coffers, and instead was  
10 under Ms. Leander’s separate control, many members were outraged – and that outrage  
11 remains in large part to today.

12 5.208. Ms. Leander in 2011/2012 had also gained control of the Club’s newsletter and  
13 was able to use it as a platform to issue from time to time her story about how when she as the  
14 executive director, and Mr. Wahlquist as the club’s treasurer went to Ms. Lea as agents of the  
15 Swedish Club and returned with millions of dollars of Lea money that they now controlled  
16 exclusive of the Swedish Club.

17 5.209. Ms. Leander’s successive narratives in the newsletter assured the members that  
18 while the money was not exactly lodged with the Swedish Club, it was in spirit the Swedish  
19 Club’s money, “We are humbled by Jane’s love of our Swedish club—and her generosity and  
20 foresight—in establishing the Foundation for the benefit of the Swedish Cultural Center and its  
21 members.”

22 *ii. Ms. Leander’s Conflict of Interest*

23 5.210. Thereafter Ms. Leander as the JILF would engage in these third party  
24 conversations with the SCBOD, Ms. Campbell listened to them many times, Ms. Leander  
25 stated that she was going to ask the Jane Foundation for money to cover the Club’s operations,  
26 and she would report back that the Jane Foundation had this or that to say – frankly it was

1 confusing to Ms. Campbell to listen to because the subtext and reality was there – Ms. Leander  
2 was the Jane Foundation, but she would discuss the matter as if she as the Swedish Club’s  
3 executive director were one person, and refer to this alter ego person, herself, as the president  
4 of the JILF, in the third person.

5 5.211. In the end, the bottom-line Ms. Campbell came to was that as the losses and  
6 deficit spending at the Swedish Club continued in 2021, in all of 2022, on into 2023, Ms.  
7 Leander had a severe conflict of interest.

8 Ms. Leander, the board of the Swedish Club, and the two board members of the JILF  
9 were involved in facilitating this – if Ms. Leander was running up expenses and not engaging  
10 even with a modicum of fiscal responsibility on the Swedish Club side where she was creating  
11 and overseeing operating deficits, Ms. Leander could cover her losses by going to the JILF  
12 foundation and tapping it for money; conversely as the lead fiduciary for the JILF – she was  
13 disbursing hundreds of thousands of dollars to the Swedish Club, essentially a financially  
14 unstable operation that was nowhere near to even operating on a break-even basis. How was  
15 that a prudent use of the JILF money?

16 ***iii. Lack of Oversight by the Swedish Club’s Board of Directors***

17 5.212. The way Ms. Leander operated the Swedish Club, there was no accountability  
18 or adherence to fiscal responsibility, her duties as a fiduciary on the part of either organization  
19 could be dispensed with. And always the subtext – Ms. Leander as a critical link between the  
20 JILF and the Swedish Club was assured her executive director position with the Swedish Club  
21 and was able to continue her protection against any members’ challenges or inquiries into how  
22 her regime was run.

23 5.213. In fact, in 2023 and 2024 this very dynamic came in to play. Ms. Campbell is  
24 informed and believes and upon information and belief alleges that when Ms. Leander lost her  
25 job as the executive director of the Swedish Club, as Ms. Norgren the present executive  
26 director and SCBOD turned on her, defamed her, and accused and blamed her for all manner of

1 ills at the Swedish Club, Ms. Leander, the “Jane Foundation” has held back its support for the  
2 Swedish Club.

3 5.214. The question in Ms. Campbell’s mind, where were the SCBOD’s defendant  
4 members and the other defendants in all of this?

5 5.215. In addition, another notable fact is – most if not all of the present SCBOD, its  
6 defendant members, are if not well heeled, wealthy individuals, or they at least have positions  
7 and jobs wherein they work with non-profit organizations or for profit companies that manage  
8 even larger sums of money than what the Swedish Club processes, are engaged in work and  
9 personal financial activities that requires them to know and exercise far higher levels of fiscal  
10 responsibility than what they have done in the Swedish Club matter - Board members Mr.  
11 Miller, Ms. Emerson, Ms. Smith, Mr. M. Johansson and Mr. Snyder in particular. Given their  
12 financial expertise investing and managing their wealth or the wealth of others – why has their  
13 financial prowess not been brought to bear and used to focus on the ongoing losses of the  
14 Swedish Club’s operations, and used to ensure that the Club’s financial statements were in  
15 good order and available to all the appropriate parties – including members who have asked for  
16 them?

17 *iv. The True Purpose and Nature of the Swedish Club Foundation*

18 5.216. According to Defendant Mr. Sund, former president of the SCBOD, “In 2011,  
19 the Club [also] initiated the Swedish Club Foundation, albeit without funds at the time.”  
20 Despite Mr. Sund’s 2020 recollection, the SCF was incorporated in January 2016, and while  
21 the public story about it at the time was “The purpose of the Swedish Club Foundation is to act  
22 as a fund that supports the Swedish Club. We have what are called “golden handcuffs” to the  
23 Club. We can’t support any other group, just the Swedish Club,” the accurate backstory is the  
24 SCF was set up first to make sure that only Ms. Leander and her crowd could control the  
25 money in the SCF; which would work as long as Ms. Leander remained the executive director,  
26 and as long as her highly cultivated and groomed Swedish Club board of directors remained

1 firmly in power. The way that was devised to keep the power was to control the Swedish  
2 Club's money. According to Ms. Leander in late 2021 that is true story of why and how the  
3 SCF was set up:

4 "Don [Wahlquist] reminded us that about 10 years ago, we had a near hijacking of the  
5 Club by a group of individuals, mostly younger. (I refer to them as the "Young Turks.") He  
6 wondered whether the Swedish Club Foundation would be impervious to a similar take-over  
7 and raised the question of whether the SCF would be stronger if it were under the Swedish  
8 Club Board. I reminded him of another close call for the Club when the Board established a  
9 line of credit and ran the Club into debt by about \$350,000. The Board-approved debt preceded  
10 the attempted take-over. Leaders on the Board at the time were the ones who supported owing  
11 so much money and who later attempted to run their own candidates for the Board. [Emphasis  
12 added.]

13 "These two events are exactly why the Swedish Club Foundation was set up as an  
14 independent entity, owned by the Swedish Club. It is meant to be a second set of controls or a  
15 second set of eyes on expenditures.

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

22 ***v. Swedish Club Foundation – Abuse of the Corporate Form***

23 5.217. The second utility of the SCF was discussed later on during board meetings Ms.  
24 Campbell attended, the SCF was an instrument to keep the Swedish Club judgment proof.  
25 Specifically, that came up in discussions with Ms. Leander in March and April of 2022; that is  
26 when Ms. Reno was opposing Ms. Leander's plan to put Ms. Campbell in charge of a Swedish  
Club catering venture. Part of the reason for not doing it was because it needed to be set up so  
the Swedish Club would be judgment proof.

1           5.218. The abuse of the corporate forms that Ms. Leander knitted together with the  
2 assistance of others, defendants and non-defendants, ensured her ability to remain in control of  
3 the Swedish Club, amassing substantial donations from elderly and ailing Club members, and  
4 the structure of these entities, the SCF and the JILF, if not masked at least shielded Ms.  
5 Leander from the consequences of her deficit spending activities; and may even have  
6 contributed to giving her, the SCBOD, and maybe even the members, a false sense of  
7 security/immunity related to Ms. Leander’s ever-increasing levels of deficit spending.

8           5.219. That same abuse of the corporate form as Ms. Leander stated, stashing Swedish  
9 Club money in the SCF, also served the purpose of making the Swedish Club judgment proof,  
10 the Swedish Club would be able to cutoff any plaintiff’s ability to collect on a contract, collect  
11 on money owed or damages vis-à-vis a judgment.

12           5.220. Neither the so-called Jane Foundation nor the Swedish Club Foundation are  
13 legitimate businesses. They were created for the improper purposes of 1) infringing upon or  
14 impairing the rights of Swedish Club members under their membership contract with the Club,  
15 2) ensuring the continued employment of Ms. Leander and her closely held and controlled  
16 board, 3) make it difficult if not impossible to collect on any contract, loan, or lease the  
17 Swedish Club may be party to, and 4) makes any of the three organizations judgment proof, to  
18 be able to defraud others; as would be the case in this case, against Ms. Campbell claims (and  
19 the claims of others similarly situated like herself), on one or more of the above bases.

## 20                           **2. Swedish Club Operations, Expenditures, and Fundraising**

21           5.221. The following snapshots of the Swedish Club’s financial history, the operating  
22 deficits, and money shell game between “foundations” and the Swedish Club are derived from  
23 the official reports and publications of the Swedish Club, Ms. Leander’s reports to the  
24 SCBOD, the SCBOD’s minutes, personal interviews Ms. Campbell conducted with sources  
25  
26

1 knowledgeable about this matter, and other publicly accessible information services and  
2 governmental sources:

3 5.222. The Swedish Club was the recipient of two U.S. SBA Paycheck Protection  
4 Program Loans (hereinafter “PPP”). It received those federal funds in 2020 and 2021 - \$116,  
5 515 (5/4/20), and \$116,710 (2021).<sup>64</sup>

6 5.223. The first PPP loan was forgiven in September 2021; and the paperwork to get  
7 the second PPP loan forgiven was sent into the SBA around the same time.<sup>65</sup>

8 5.224. The Swedish Club since then has double dipped, claiming that it also is eligible  
9 for the Employee Retention Tax Credit of \$158,800; based upon a claim that there was a  
10 significant decline in gross receipts, including but not limited to the gross amount received as  
11 contributions, dues, investment incomd; with a limit of up to 50% of qualified wages paid to  
12 employees, excluding wages paid with PPP loan money.

13 5.225. Swedish Club Operating Deficits and Cash Flow:

14 **MONTHLY OPERATING SURPLUS/DEFICIT**

	2019	2020	2021	2022	2023
15 January		\$5,247 <sup>66</sup>	-\$8,787 <sup>67</sup>	\$2904 <sup>68</sup>	-\$46,067 <sup>69</sup>
16 February	...	...	...	-\$48,903 <sup>70</sup>	...
17 March	...	...	...	-\$60,317 <sup>71</sup>	...
18 April	...	...	...	-\$47,010 <sup>72</sup>	...
19 May	...	...	...	-\$42,596 <sup>73</sup>	...
20 June	...	...	...	...	...

21 <sup>64</sup> Sund, Gary. “President’s Notes.” *Swedish Club News*. Vol. 60, Issue 3. March 2021.

22 <sup>65</sup> Emerson, Mary. “Swedish Club Board Meeting Minutes October 6, 2021.” Swedish Club. October 6, 2021.

23 <sup>66</sup> Hayes, Toene. “03-03-21 2021 Jan SC Fin Report summary.” Swedish Club. March 3, 2021.

24 <sup>67</sup> Hayes, Toene. “03-03-21 2021 Jan SC Fin Report summary.” Swedish Club. March 3, 2021.

25 <sup>68</sup> Hayes, Toene. “02-09-23 Dec 22 v Jan 22 202301 Fin Comm Report.” Swedish Club. January 22, 2023.

26 <sup>69</sup> Hayes, Toene. “02-09-23 Dec 22 v Jan 22 202301 Fin Comm Report.” Swedish Club. January 22, 2023.

<sup>70</sup> Hayes, Toene. “03-31-2022 Detail Operations Board Report 202203 collapsed 20220422.” Swedish Club. April 22, 2022.

<sup>71</sup> Hayes, Toene. “03-31-2022 Detail Operations Board Report 202203 collapsed 20220422.” Swedish Club. April 22, 2022.

<sup>72</sup> Hayes, Toene. “05-31-22 Board Report 202205 collapsed 20220624.” Swedish Club. June 24, 2022.

<sup>73</sup> Hayes, Toene. “05-31-22 Board Report 202205 collapsed 20220624.” Swedish Club. June 24, 2022.



1	July	...	...	\$94,394 <sup>74</sup>	-\$63,214 <sup>75</sup>	...
2	August	...	...	-\$118,860 <sup>76</sup>	-\$94,584 <sup>77</sup>	...
3	September	...	...	...	...	...
4	October	...	...	...	...	...
5	November	...	...	...	...	...
6	December	...	...	...	...	...
7	<b><u>YTD OPERATING SURPLUS/DEFICIT</u></b>					
8		2019	2020	2021	2022	2023
9	March YTD			-\$54,880 <sup>78</sup>		
10	Avg. Per Mo.			-\$18,293		
11	July YTD			-\$4,125 <sup>79</sup>	-\$293,063 <sup>80</sup>	
12	Avg. Per Mo.			-\$ 589	-\$ 41,866	
13	October YTD		-\$142,820 <sup>81</sup>	-\$98,874 <sup>82</sup>		
14	Avg. Per Mo.		-\$ 14,282	-\$ 9,887		
15	December YTD	\$94,808 <sup>83</sup>	\$242,360 <sup>84</sup>	\$233,634 <sup>85</sup>	-\$455,969 <sup>86</sup>	-\$750,000
16	Avg. Per Mo.	\$ 7,901	\$ 20,197	\$ 19,470	-\$ 37,998	=\$62,500

**CASH & INVESTMENT POSITIONS SC OPERATIONS DECEMBER 31ST**

17		2020	2021	2022	2023
18	Swedish Club				
19	Cash – Ckg & Svg	\$325,341 <sup>87</sup>	\$632,595 <sup>88</sup>	\$157,773 <sup>89</sup>	\$126,627 <sup>90</sup>
20	Note: Transfer from savings to checking in Oct, 2022 \$125,000 (-\$44,000 Prop. Taxes) <sup>91, 92</sup>				(Jan '23)

<sup>74</sup> Hayes, Toene. "09-01-21 Mtg 2021-07-31 SCC Financial Stmts, by Lao." Swedish Club. September 1, 2021.

<sup>75</sup> Hayes, Toene. "2022-08 Fin Comm Report 20220922." Swedish Club. September 22, 2022.

<sup>76</sup> Hayes, Toene. "2022-08 Fin Comm Report 20220922." Swedish Club. September 22, 2022.

<sup>77</sup> Hayes, Toene. "2022-08 Fin Comm Report 20220922." Swedish Club. September 22, 2022.

<sup>78</sup> Hayes, Toene. "2021 March SC P&L." Swedish Club. March-April 2021.

<sup>79</sup> Hayes, Toene. "09-01-21 Mtg 2021-07-31 SCC Financial Stmts, by Lao." Swedish Club. September 1, 2021.

<sup>80</sup> Hayes, Toene. "2022-07 Fin Comm Report 20220822." Swedish Club. August 22, 2022.

<sup>81</sup> Hayes, Toene. "2020-10 SC Updated Fin Report Summary." Swedish Club. December 2, 2020.

<sup>82</sup> Hayes, Toene. "2020-10 SC Updated Fin Report Summary." Swedish Club. December 2, 2020.

<sup>83</sup> Hayes, Toene. "2021 March SC P&L." Swedish Club. March-April 2021.

<sup>84</sup> Hayes, Toene. "2021 March SC P&L." Swedish Club. March-April 2021.

<sup>85</sup> Hayes, Toene. "12-2022 Fin Comm Report 20230120." Swedish Club. January 20, 2023.

<sup>86</sup> Hayes, Toene. "12-2022 Fin Comm Report 20230120." Swedish Club. January 20, 2023.

<sup>87</sup> Hayes, Toene. "09-01-21 Mtg 2021-07-31 SCC Financial Stmts, by Lao." Swedish Club. September 1, 2021.

<sup>88</sup> Hayes, Toene. "02-01-23 Dec 22 v Dec 21 Board Report." Swedish Club. February 1, 2023.

<sup>89</sup> Hayes, Toene. "02-09-23 Dec 22 v Jan 22 202301 Fin Comm Report." Swedish Club. January 22, 2023.

<sup>90</sup> Hayes, Toene. "02-09-23 Dec 22 v Jan 22 202301 Fin Comm Report." Swedish Club. January 22, 2023.

<sup>91</sup> Hayes, Toene. "02-09-23 Dec 22 v Jan 22 202301 Fin Comm Report." Swedish Club. January 22, 2023.

<sup>92</sup> Note: Example of diversionary notes and statements made by Ms. Hayes' when presenting her financial reports; comments about extraneous subject(s) benefit accrues to Ms. Leander – draws attention from ongoing operating deficits.

1 Vanguard Accounts \$796,675<sup>93</sup> \$910,449<sup>94</sup> \$755,765<sup>95</sup> \$800,923<sup>96</sup>  
 2 (Jan '23)

3 **CONTRIBUTIONS**

4 2017 2019 2020 2021 2022 2023  
 5 Jane I. Lea Foundation \$192,400<sup>99</sup> \$312,942<sup>100</sup> \$105,000<sup>97</sup> \$112,000<sup>98</sup>  
 6 '22 JILF) (Dec

7 Jane I. Lea Estate \$2.7 Million<sup>101</sup>  
 8 (Split 3-ways: \$900,000 SC Foundation. 2/3 SC - \$900K Bldg, Refurb. Fund, \$900K Prop.  
 9 Dev. Fund)

10 Swedish Club Foundation \$165,862<sup>103</sup> \$130,000<sup>104</sup> \$150,000 Jul '21<sup>102</sup> \$450,000<sup>105</sup> → Carried Over to '22  
 11 \$175,000<sup>106</sup> (Dec '22 JILF)

12 5.226. On January 1, 2023 the Swedish Club began its fiscal year with \$452,502 in  
 13 operating cash and capitalization available for its 2023 operations.<sup>107</sup> Ms. Campbell is  
 14 informed and believes and upon such information and belief alleges that due to substantial and  
 15 ongoing monthly operations deficits the executive director, defendant Ms. Norgren, with the  
 16 full knowledge and tacit consent of the SCBOD easily ran through all of that during 2023,

17 <sup>93</sup> Hayes, Toene. "09-01-21 Mtg 2021-07-31 SCC Financial Stmts, by Lao." Swedish Club. September 1, 2021.

18 <sup>94</sup> Hayes, Toene. "02-01-23 Dec 22 v Dec 21 Board Report." Swedish Club. February 1, 2023.

19 <sup>95</sup> Hayes, Toene. "02-09-23 Dec 22 v Jan 22 202301 Fin Comm Report." Swedish Club. January 22, 2023.

20 <sup>96</sup> Hayes, Toene. "02-09-23 Dec 22 v Jan 22 202301 Fin Comm Report." Swedish Club. January 22, 2023.

21 <sup>97</sup> Leander, Kristine. "Executive Director's Report SC Board Meeting Dec 1, 2021. Swedish Club. December 1, 2021

22 <sup>98</sup> Leander, Kristine. "Executive Director's Report SC Board Meeting Dec 7, 2022. Swedish Club. December 7, 2022.

23 <sup>99</sup> Hayes, Toene. "2021 March SC P&L." Swedish Club. March-April 2021.

24 <sup>100</sup> Hayes, Toene. "2021 March SC P&L." Swedish Club. March-April 2021.

25 <sup>101</sup> Sund, Gary. "President's Notes." *Swedish Club News*. Vol. 59, Issue 11: November 2020.

26 <sup>102</sup> Hayes, Toene. "09-01-21 Mtg 2021-07-31 SCC Financial Stmts, by Lao." Swedish Club. September 1, 2021.

<sup>103</sup> Hayes, Toene. "2021 March SC P&L." Swedish Club. March-April 2021.

<sup>104</sup> Hayes, Toene. "2021 March SC P&L." Swedish Club. March-April 2021.

<sup>105</sup> Leander, Kristine. "Executive Director's Report SC Board Meeting Dec 1, 2021. Swedish Club. December 1, 2021.

<sup>106</sup> Hayes, Toene. "12-2022 Fin Comm Report 20230120." Swedish Club. January 20, 2023.

<sup>107</sup> Ckg & Svg Cash \$165,502 + JILF Funds \$112,000 + SCF Pledge \$175,000 = \$452,502 Sources: See Footnotes #65 and #73.

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

3 5.227. 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>108</sup>

6 5.228. 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>109</sup> “They gently request that  
10 the Swedish Club keep the stocks for one year.”<sup>110</sup>

11 5.229. The 2021 Lindback/Shipull donation of the 4,000 Microsoft shares went  
12 towards re-endowing the SCF General Fund (it had been substantially depleted by the Swedish  
13 Club’s 2020 purchase of the AVM property (1749 Dexter Ave N.).

14 5.230. Miscellaneous Individual Contributions \$210,610<sup>111</sup>

15 5.231. 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  
17 of the Club.<sup>112</sup>

18  
19  
20 <sup>108</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  
23 meeting attended by Ms. Campbell and other observers of those meetings.

24 <sup>109</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Oct 6, 2021.” Swedish Club. October 6,  
25 2021.

26 <sup>110</sup> Emerson, Mary. “Swedish Club Board Meeting Minutes October 6, 2021 By Zoom.” Swedish Club. October  
6, 2021.

<sup>111</sup> Hayes, Toene. “2021 March SC P&L.” Swedish Club. March-April 2021.

<sup>112</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.

1                   **3. Floyd Jones Restricted Endowment for “Cultural Expenses”**  
2                                   **HVAC Building Project Fundraising**

3                   **It Depends on What the Meaning of “Cultural” Is -- Deceptive Fundraising Tactics?**

4                   5.232. In the April 2017 issue of the *Swedish Club News* Ms. Leander announced that  
5 Floyd Jones, a longtime member, and supporter of the Swedish Club, had established a  
6 testamentary endowment for the Swedish Club in his and his deceased wife’s names. The late  
7 Mr. Floyd’s statement at the time about his giving plans was that the money he would be  
8 leaving to the Club was his way of helping to ensure the continuance of the Swedish Club  
9 events he enjoyed through the years.<sup>113</sup>

10                   5.233. Nine months later Mr. Floyd completed his final Will with provisions in it for a  
11 distribution to the Swedish Club from his residuary estate. Less than a month later, on  
12 January 5, 2018 Mr. Jones died.

13                   5.234. Mr. Jone’s Will provided that the Swedish Club was to receive three percent  
14 (3%) of his residuary estate – to be administered pursuant to the *Endowed Fund Agreement*  
15 between the Swedish Club and Mr. Floyd, dated March 12, 2017.<sup>114</sup> In June 2022, the amount  
16 bequeathed to the Club came to \$1,249,954.<sup>115</sup>

17                   5.235. According to the scant details shared later by Ms. Leander with the SC’s board  
18 and members about the terms of the *Endowed Fund Agreement*, the principle of his  
19 testamentary distribution was not to be spent, “the interest income from his donation must be  
20 used for cultural expenses,”<sup>116</sup> and according to Ms. Leander, “Funds from the Cultural Fund  
21 can go only to cultural expenses within the Club.”<sup>117</sup>

22                   5.236. Despite that restriction, on or about June 2022 Ms. Leander arranged with the  
23 SCF to have it pledge up to \$1.25 Million towards the HVAC project (that amount was

24 <sup>113</sup> Leander, Kristine. “The Club of a Lifetime.” *Swedish Club News*. Vol. 56. Issue 4: April 2017.

25 <sup>114</sup> Jones, Floyd. “Last Will and Testament of Floyd U. Jones December 19, 2017.” King County Superior Court  
26 Probate 18-4-00512-1 SEA.

<sup>115</sup> Hayes, Toene. “02-09-23 Dec 22 v Jan 22 202301 Fin Comm Report.” Swedish Club. January 22, 2023.

<sup>116</sup> Sund, Gary. “President’s Message.” *Swedish Club News*. Vol. 59. Issue 11. November 2020.

<sup>117</sup> Leander, Kristine. “October 2021 ED’s Report to the Board.” Swedish Club. October 6, 2021.

1 claimed by Ms. Leander and others to be 90% of the cost of the HVAC system project that was  
2 under provisional contracts to be done).

3 5.237. The majority of the funds for the \$1.25 Million was the 2022 \$1.2 Million  
4 distribution from the Floyd Jones Estate to the Swedish Club, Mr. Jone’s endowment which  
5 had been transferred from the Swedish Club to the SCF, *the interest thereof* which is restricted  
6 for cultural expenses.

7 5.238. Ms. Leander and the SCBOD requested that the SCF cash out the Jones’  
8 investments, and as a hedge against Market fluctuations, sequester the cash in a savings  
9 account until it was required for the HVAC project.<sup>118</sup>

10 5.239. Shortly thereafter it turned out that the SCF had not invested the Jones funds but  
11 had been holding them in cash – “Turns out that the new funds were still in cash with the  
12 Swedish Club Foundation account with LPL financial, so they will remain as cash.”<sup>119, 120</sup>

13 5.240. In July 2022 the SC had under consideration three bids for the HVAC project,  
14 one for \$705,842, one for \$1,212,000, and one for \$1,472,000.<sup>121</sup> For the next couple of  
15 months the Club’s counsel, defendant Ms. Reno, and facilities manager Anis Rahman offered,  
16 negotiated, reviewed, and revised a contract for a consultant to oversee the up to \$1.2 Million  
17 HVAC project contract and construction project. The consultant was eventually hired for  
18 \$15,000.

19 5.241. Defendants, Ms. Leander, and then Ms. Norgren the Swedish Clubs executive  
20 directors continued apace to actively raise funds for the project and exhort members to donate  
21 to the HVAC fund.

22  
23 

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<sup>118</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting July 6, 2022.” Swedish Club. July 6, 2022.

24 <sup>119</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Aug 3, 2022.” Swedish Club. August 3,  
2022.

25 <sup>120</sup> LPL Financial LLC, a foreign limited liability company, 4707 Executive Dr. San Diego, CA 92121. LPL  
26 Financial 1448 NW Market St. Suite 500 Seattle, WA 98107 Jason Demarre account executive (represents  
numerous investment services companies).

<sup>121</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting July 6, 2022.” Swedish Club. July 6, 2022.

1 5.242. Ms. Norgren continued clear through 2023 raising funds for the now erstwhile  
2 multimillion dollar HVAC project. By mid-2023 over \$1.4 Million had been raised for the  
3 project.

4 *i. And Just Like That - HVAC Project Cost Drops \$1 Million*

5 5.243. Unfortunately, Ms. Norgren and her close friend and intimate confidant,  
6 lieutenant, and by now Swedish Club facilities manager, Joel Cambern, neglected to stop  
7 fundraising for the project and to share with the members, donors, and the like that they had  
8 drastically revised the scope of HVAC project and by extension the cost of the project.

9 5.244. Ms. Campbell has been informed and believes, and upon such information and  
10 belief alleges that Mr. Cambern and Ms. Norgren radically downsized the HVAC system from  
11 a more suitable commercial HVAC installation for a commercial use building, to an in-essence  
12 residential heating and cooling system – something that involves chain-ganging three  
13 residential heating and AC units together; and for substantially less cost, estimated to be  
14 *\$117,000, a mere 8% of the donor funds that had been raised.*<sup>122</sup>

15 5.245. Despite the radical drop in cost for the HVAC project/program – fundraising  
16 and donations for the project continued apace throughout 2023 – Ms. Norgren and others  
17 continued to make appeals for money for the HVAC project despite there being an over \$1.2  
18 Million surplus available for it:

19 *January 4, 2023*

20 Treasurer’s Report Highlights - Toene Hayes presented the financial report.

- 21 • The 2023 budget has not been completed yet as she is waiting for additional  
22 figures regarding the HVAC system and the hiring plans of the Board.  
23 • **\$30,000 has been donated in December [2022] to put toward the updating of the  
24 HVAC system.**<sup>123</sup> [Emphasis added.]

25 <sup>122</sup> SDCl. “1920 Dexter Ave N Mechanical Permit – 6965766-ME.” City of Seattle. Seattle Department of  
26 Construction & Inspections. 2023.

<sup>123</sup> Emerson, Mary. “Swedish Club Board Meeting Minutes January 4, 2023.” Swedish Club Board of Directors.  
January 4, 2023.

[https://docs.google.com/file/d/1TqgFfxiimdt\\_-dkvVxfhYY0aEcmLV6Fl/edit?usp=doclist\\_api&filetype=mword](https://docs.google.com/file/d/1TqgFfxiimdt_-dkvVxfhYY0aEcmLV6Fl/edit?usp=doclist_api&filetype=mword)

1 5.246. Despite more than exceeding the necessary amount to fund the HVAC project,  
 2 the Swedish Club Board and Executive Director continued to tell the membership that they  
 3 needed more money, and to solicit more donations from the members for the HVAC project.  
 4 Evidence of the Swedish Club's past and ongoing HVAC fundraising activities are set out in  
 5 the Swedish Club's 2023 newsletters:

6 *January 2023*



1 **February 2023**

2 **Well Done, Donors!**

3 **T**hank you to the following individuals who have donated to the Swedish Club. Once again, our members' generosity amazes us. Thank you wholeheartedly!

4 **General Fund/HVAC**

5 Chuck Aanenson  
6 William Anderson  
7 Seth Andersson  
8 Brandon Benson  
9 Jan Beoz  
10 Tim & Kathy Carlson  
11 Gunnel Chapman  
12 Pat Charlson  
13 Glen Danielson  
14 Steve Drugge  
15 Karen & Leo Ehrth

Leif D. Eie  
Joanna Elizondo &  
Fred Flickinger  
Bertha Eriksson  
Sarah Funk & Steve  
Johnston  
Chuck & Debra Holland  
Kris Johansson  
Bruce E.H. Johnson  
Nancy Jordan  
Jean Kincaid  
Fredrika Klay  
Karen Koon

Leanne & Paul Larkin  
Martha Leigh  
AnnBritt & Ray Mathis  
Sue McEldowney  
Leslie Mehren & Troy Helm  
Richard & Tina Mobley  
Judith Peterick  
Marian Peterson  
Gary Ramstad  
Richard & Diane Sardeson  
Mildred Sather  
Geoffrey Schemmel  
Charitable Fund

Carina Senter  
Thomas Swanson  
Karen Westerlund

**In memory of Jon  
Halgren & Paul  
Heneghan**  
Berit Lehner

**In honor of Kristine  
Leander**  
Robert Morrow and Judith  
Lackstrom

12 **March 2023**

13 **Well Done, Donors!**

14 **T**hank you to the following individuals who have donated to the Swedish Club. Once again, our members' generosity amazes us. Thank you wholeheartedly!

15 **General Fund/HVAC**

16 Dana & Carl Henry  
17 Roe & Charlene Karjala  
18 Berit Lehaer

12 **April 2023**

13 **Well Done, Donors!**

14 **T**hank you to the following individuals who have donated to the Swedish Club. Once again, our members' generosity amazes us. Thank you wholeheartedly!

15 **General Fund/HVAC**

16 Lois Felleuson  
17 Karl & Helen Finberg  
18 Stuart Mark  
19 Janice Orcutt  
20 Louise Pihl  
21 Larry & Donna Seaberg  
22 Karen Shaw & Larry Holm  
23 Thomas & Elisabeth  
24 Swanson  
25 Surlen Wigro

17 **May 2023**

19 **Well Done, Donors!**

20 Thank you to the following  
21 individuals who have  
22 donated to the Swedish Club.  
23 Once again, our members'  
24 generosity amazes us. Thank  
25 you wholeheartedly!

26 **General Fund/HVAC**

Birgit Amundson

17 **June 2023**

19 **Well Done, Donors!**

20 Thank you to the following  
21 individuals who have  
22 donated to the Swedish Club.  
23 Once again, our members'  
24 generosity amazes us. Thank  
25 you wholeheartedly!

26 **General Fund/HVAC**

Inger Beecher  
Steven & Karen Knudson  
Eckhard Schipull

17 **July 2023**

19 **Well Done, Donors!**

20 Thank you to the following  
21 individuals who have donated  
22 to the Swedish Club. Once  
23 again, our members' generosity  
24 amazes us. Thank you whole-  
25 heartedly!

26 **General Fund/HVAC**

Doug Almquist  
Steven & Karen Knudson  
Paul & Jill Larson  
Lisa Lindstrom & Neil Snyder  
Sharon Lucas  
Nina Pedersen  
Marta Schae & Langdon Miller



1 **August 2023**



2 5.247. As of August 2023, the Swedish Club has taken in  
3 at least \$1,351,954.45 in donations, continued to accrue more  
4 donations over the rest of 2023; and in February 2024 took in an  
5 additional \$71,000.

6 5.248. Multiple times throughout 2021, 2022, and 2023  
7 members, donors, the public, in Board meetings, and in Building  
8 committee and Finance committee meetings, potential donors were  
9 told that \$1 Million plus was needed for the update of the Swedish Club's HVAC system.  
10 Sometime during or after March 2023 the HVAC project was radically reconceived and  
11 converted into a project that cost less than ten percent of that amount. Despite the drastic  
12 reduction in the dollar value of the HVAC project fundraising for it continued apace.

13 5.249. In regard to the defendants' Ms. Leander's and the SCBOD's fidelity to Mr.  
14 Floyd's donor restrictions, and the meaning of "cultural", in her *Executive Director's Report*,  
15 on December 1, 2021 Ms. Leander reveals the concocted justification she and defendant  
16 bookkeeper Toene Hayes put together for accessing those funds on the basis that the use they  
17 are to be put to are "cultural." She writes to the Board: "Swedish Club Foundation—Together  
18 with the Foundation Board members and Toene's <sup>[124]</sup> and my formula for requesting 'cultural  
19 funds' (which is all we can request from the Cultural Fund) we requested and were given  
20 \$450,000. This will see us through 2022 [for operations]."<sup>125</sup> Emphasis added.

21 5.250. According to Ms. Leander's cultural spending formula, the HVAC is a  
22 permissible cultural expenditure; in contrast to the plain meaning of "cultural," is "relating to  
23 the ideas, customs, and social behavior of a society"<sup>126</sup>

24 **4. The Sources of Operating Capital, Burn Rate, Operational Losses**

25 <sup>124</sup> Defendant Toene Hayes, former staff account for the Swedish Club.

26 <sup>125</sup> Leander, Kristine. "Executive Director's Report SC Board Meeting Dec 1, 2021. Swedish Club. December 1, 2021.

<sup>126</sup> Definition provided by Google Oxford Languages Dictionary.

1           5.251. In the same December 1, 2021 financial report to the board, Ms. Leander also  
2 notified the SCBOD that she was requesting \$105,000 from the JILF she controlled,<sup>127</sup>  
3 bringing the amount of operating capital that would be available going into 2022 to \$555,000.

4           5.252. By April 2022, Ms. Leander was drawing down the Swedish Club’s savings  
5 account that was funded with JILF money, SCF money, and the limited earnings from the  
6 Vanguard investment accounts directly held by the Swedish Club.

7           5.253. On September 22, 2022 during Ms. Hayes’ report to the Finance Committee she  
8 indicates that “We”<sup>128</sup> have planned on receiving another \$150,000 cash infusion in December  
9 for the operations of the Swedish Club.<sup>129</sup>

10           5.254. In December 2022 the plan for 2023 cash infusions was, “We have budgeted a  
11 donation of \$150,000 in Dec [2022] [from either the SCF or JILF].”<sup>130</sup>

## 12                           **5. 2023 – From Spendthrift to Profligate Spending**

13           5.255. In early 2023 the Swedish Club Foundation gave the Swedish Club \$175,000,<sup>131</sup>  
14 the funds from the JILF were added to that – bringing an approximate total of \$225,000  
15 available of operating capital to start 2023 with. Ms. Campbell has been informed and believes  
16 and upon such information and belief alleges that the during the course of 2023 Ms. Norgren  
17 had exhausted the funds transferred to it from the SCF and JILF, and even its revenue streams,  
18 and with the if not actual, with the tacit approval of the SCBOD started cutting into the  
19 principal of the Vanguard Funds to provide cash for the Club’s operations.

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23 \_\_\_\_\_  
24 <sup>127</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Dec 1, 2021. Swedish Club. December 1,  
2021.

25 <sup>128</sup> “We” is likely Ms. Leander and Ms. Hayes. The Swedish Club Foundation is likely who has or will be asked to  
26 provide the funds.

<sup>129</sup> Hayes, Toene. “2022-08 Fin Comm Report 20220922.” Swedish Club. September 22, 2022.

<sup>130</sup> Hayes, Toene. “2022-08 Fin Comm Report 20220922.” Swedish Club. September 22, 2022.

<sup>131</sup> Hayes, Toene. “12-2022 Fin Comm Report 20230120.” Swedish Club. January 20, 2023.

1 *i. Lost Fiscal Awareness, Constraint, and Accountability*

2 5.256. In June 2011 former executive director, Defendant Ms. Leander wrote in the  
3 *Swedish Club News* her plans for reducing the Swedish Club's then \$350,000 operating  
4 deficit/line of credit and managing the Club's finances from there on out:

5 "But what's the future as we work through the financial issues? Everyone who has  
6 wrestled with a budget knows that the struggle is twofold. One part is to stop what  
7 goes out, and the other is to increase what comes in. We have gotten a handle on the  
8 outflow. Salaries are always the biggest part of an organization's budget, and we've  
9 cut salaries to the bone. (Incidentally, we have not cut our maintenance staff, since a  
10 clean, well-maintained building is integral to rentals, which we need!) We've cut all  
11 other expenses, while leaving services intact. For the most part, I think that members  
12 and visitors won't notice the reductions in expenses we're making, and the volunteers  
13 and I are willing to work very hard to create an economically viable club for the sake of  
14 its future."<sup>132</sup>

15 5.257. In contrast to the fiscal awareness and constraint practiced the decade before, in  
16 2021 when the Club's operations were in a decline, operating deficits were mounting, then on  
17 into 2022 when the monthly operating deficits took a steep uptick, ending with an operating  
18 loss of \$455,000 for 2022, Ms. Leander throughout those two years did not introduce or  
19 institute the kinds of fiscal practices and controls for stemming the cash burn rate, for bringing  
20 the Club's operations under fiscal stability of the type that she had called for and oversaw a  
21 decade before. *More importantly, neither did the Swedish Club board of director members/  
22 defendants herein, exercise the competence and fiduciary duties of loyalty, care, and good faith  
23 they were charged with.*<sup>133</sup>

24 5.258. Ms. Campbell has observed and has been informed and believes, and upon such  
25 personal observations, information, and belief alleges that Ms. Leander's successor, Ms.  
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<sup>132</sup> Leander, Kristine. "Executive Director's Notes". *Swedish Center News*. Swedish Cultural Center. June 2011.  
<https://swedishclubnw.org/newsletters/2011/june2011.pdf>

<sup>133</sup> Washington SOS., Washington AG. "Chrity \* Nonprofit Board Service in Washinton State: A Quick Guide."  
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%20of%20of%20must%20act.in%20the%20nonprofit's%20best%20interests>. Accessed February 8, 2024.

1 Norgren, has followed then exceeded in her predecessor's spend thrift footsteps, as something  
2 more akin to a profligate spender.

3 **6. The Ongoing Financial Mismanagement of the Swedish Club 2023 -- 2024**

4 5.259. Ms. Campbell is informed and believes, and based on such information and  
5 belief alleges that as of the end of the year 2023 and beyond the financial difficulties, operating  
6 deficits, continue to mount.

7 5.260. In 2024 it was disclosed that the operating deficit for 2023 is in excess of \$.75  
8 Million<sup>134</sup> (during defendant and executive director Ms. Norgren's then only nine month  
9 tenure); during Ms. Leander's last year of her administration, 2022, the operating deficit was  
10 \$455,000.

11 5.261. The 2023 year's operational losses under Ms. Norgren's management, or lack  
12 thereof, represent an over 64% increase in deficit spending compared to 2022.

13 5.262. Both Ms. Leander and Ms. Norgren are highly paid executives (\$112,000 and  
14 \$130,000 per year respectively), are required to manage the business and affairs of the Swedish  
15 Club in a manner that adheres to the terms and conditions of their employment - adhering to  
16 financial standards, both accounting and those established in their employment, job, and job  
17 review contracts.

18 By extension the executive directors' management of the business and affairs of the  
19 Swedish Club should have been a reflection of the SCBOD's duties to *exercise the competence*  
20 *and fiduciary duties of loyalty, care, and good faith they were charged with, but were not.*

21 5.263. Inadvisable financial practices and operating spending decisions have led to  
22 substantial operating deficits, especially during executive director Norgren's tenure seems self-  
23 evident based on the \$.75 Million operating deficit for 2023.

24  
25  
26 

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<sup>134</sup> Wideburg, Laura A. Facebook post. February 22, 2024.

1           5.264. Further troubling is the fact that defendant Ms. Norgren, has racked up her  
2 substantial losses and cut into the endowments of the Swedish Club/Swedish Club Foundation  
3 with if nothing else the SCBOD’s tacit approval.

4           5.265. Ms. Campbell believes and upon such information and belief alleges that Ms.  
5 Norgren’s consuming the savings of the Club, depleting the principal of its Vanguard accounts,  
6 and tapping into funds in the SCF’s invested funds or the cash it holds, some of which may be  
7 donor restricted or designated for other purposes, to cover her deficit spending, seems like that  
8 could not have occurred without the knowledge of the entire Swedish Club Board of Directors,  
9 and without it’s tacit or actual approval.

10           5.266. Compounding the matter of what the true status of the Club’s finances are, there  
11 is now an at least over three year history spanning the years 2021 to 2024 of if not accounting  
12 shenanigans, then poor adherence by the executive directors to acceptable, responsible  
13 accounting practices and standards. Ms. Campbell is informed and believes and upon such  
14 information and belief alleges that these things are evidence that the executive directors and the  
15 SCBOD are not adept business managers, and that both have failed to keep and disclose to the  
16 membership monthly financial reports that would establish and show the true nature of their  
17 management activities, their spending, and the poor state of the Club’s financial health,  
18 disclose what has gone on financially with the Club’s operations.

19           5.267. According to a recent email by long time Swedish Club members and former  
20 board members and officers, “Financial reports have been inadequate and not regularly  
21 provided to the Membership.”<sup>135</sup>

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23  
24 <sup>135</sup> Cooper, Judy. Graves, Carol. Jones, Chris. Little, Eileen. McCann. Penhoet, Megan.  
25 Schilling, Monica. Schipull, Eckhart. Wahlquist. Yerkes, Todd. Yerkes, Valerie. “Important  
26 News About the Swedish Club. Email. Save Our Swedish Club “SOS”. February 17, 2024.  
<https://saveourswedishclub.org/our-concerns>

1                   **7. Administration and Oversight of Finances Undermined;**  
2                   **Key Accounting Staff and Contract Accountant Terminated**

3                   5.268. Ms. Campbell is informed and believes and upon such information and belief  
4 alleges that on or about the first week of September 2023, Ms. Norgren and Ms. Alaimo  
5 abruptly terminated the employment of longtime staff accountant and defendant herein Toene  
6 Hayes after Ms. Hayes objected to or otherwise questioned spending decisions by Ms.  
7 Norgren, facilities director Joel Cambern, and the club’s chef, Christo Yaranoff; including Ms.  
8 Hayes attempting to inform them that many of their spending spree choices should have  
9 been/should be submitted to the SCBOD, along with supporting documentation as to the  
10 purpose and need for the expenditure(s), then discussed in an open board meeting, and either  
11 disapproved or authorized by the SCBOD after a motion and vote.

12                   5.269. After Ms. Hayes termination, Ms. Norgren blamed Ms. Hayes for the disarray  
13 the Club’s finances were in and informed the board that she and the facilities director, Mr.  
14 Cambern would take over Ms. Haye’s bookkeeping work.

15                   5.270. Ms. Campbell is informed and believes and upon such information and belief  
16 alleges that in the last quarter of 2023 the services of the Swedish Club’s longtime contract  
17 accountant and financial advisor, Amanda O’Rourke, CPA and managing partner of the  
18 Greenwood Ohlund accounting firm were terminated also; in favor of Traner Smith & Co.,  
19 PLLC; Ms. Campbell is informed and believes and upon information and belief alleges that  
20 Traner Smith & Co. was engaged on the basis of favoritism.

21                   **8. Neil Snyder, the Swedish Club’s New Treasurer Falters**

22                   5.271. In early 2023 defendant Neil Snyder took over as the Swedish Club’s treasurer.  
23 He stood for and was elected treasurer at the April 19, 2023 annual members’ meeting. Mr.  
24 Snyder has served on the board for over four years, as well has been represented as and  
25 represented himself as a seasoned, professional with an exceptional understanding of  
26

1 commercial real estate and business finance and operations, “Neil brings professionalism and a  
2 keen eye for the Club’s finances to the role.”

3 5.272. Ms. Campbell is informed and believes and upon information and belief alleges:

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

11 5.273. Ms. Campbell is informed and believes and upon information and belief alleges  
12 that Mr. Snyder’s public acts also include:

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

18 5.274. One of Mr. Snyder’s most inexplicable acts was on October 18, 2023 when he  
19 presented a PowerPoint show at that night’s Swedish Club members’ meeting, presenting and  
20 explaining what “Fraud” was, but mostly what it wasn’t in the context of the Swedish Club’s  
21 finances. Attendees were puzzled why Mr. Snyder chose the topic of fraud to expound upon  
22 as opposed to providing requisite and actual financial statements members had been  
23 requesting, then demanding for months. One member answered the question and explained it  
24 this way, “ Here's another old KGB trick: accuse other people of what you're doing yourself. I  
25 wasn't at the meeting but I heard about the fraud thing. So accusing other people of fraud when  
26 you're committing fraud yourself is an old old trick.”

1           5.275. By October 18, 2023, Mr. Snyder still had not mastered the position of  
2 treasurer, “months have gone by since there was a treasurer's report, with a different excuse  
3 every month.”<sup>136</sup>

4           **9. Lack of Consistency in Financial Reporting, Delinquent Reporting, and Failures to**  
5           **Produce Required Budgets**

6           5.276. During the last 26 months of Ms. Leander’s term as executive director, in 2021  
7 the monthly financial reports presented at the board meetings were notable for a) their lack of  
8 timeliness, they consistently were not up to date, b) they often had errors in them, Ms. Hayes  
9 would often claim that the errors were related to “the change in the chart of accounts” that had  
10 happened over a year before, c) especially the operating statements provided, when they were  
11 provided, often lacked detailed financial information about the operations of the Club (rather  
12 than income and expenses accounts being presented in their detailed version, instead they were  
13 often only provided in their summary form.

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

17           5.277. On into 2022, then in 2023, defendant Toene Hayes, the Club’s staff accountant,  
18 produced financial position and operating statements of uneven quality, that were not up to  
19 date, that also were cherry picked for the level of detail they provided, and Ms. Campbell  
20 believes based on her review of the financial reports 2021 and 2022 that a pattern emerged,  
21 that first Ms. Leander, and then Ms. Norgren were engaging in the cherry picking of financial  
22 reports themselves – deciding on how much or how little financial information to disclose  
23 about their management of the Swedish Club’s finances; likely directing Ms. Hayes about what  
24 financial report(s) she would release or not release at board meetings, and then what level of  
25 detail would be provided in those reports.

26 \_\_\_\_\_  
<sup>136</sup> Wideburg, Laura A. Facebook post. October 18, 2023.



1 5.278. During the last two years of Ms. Leander’s tenure, she consistently was also  
2 delinquent when it came to producing the annual operating budgets for the Swedish Club.

3 5.279. According to the SCBOD’s *Expectations for Executive Director* document:  
4 “Budgeting – Each year, [the executive director] develops annual budget for SCC for the  
5 calendar year (January through December). **The balanced Budget, in final form, will**  
6 **be presented to the Board no later than the November Board meeting preceding the**  
7 **budget’s start date.”** Emphasis added.

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

22 5.280. Astonishingly enough to Ms. Campbell, at every board meeting she attended in  
23 2021, 2022, and early 2023, the level of engagement by the SCBOD was notable for its lack of  
24 engagement, the almost cursory level of curiosity it had about Ms. Leander’s financial  
25 management of the Swedish Club operations, if that even; and then later on, the SCBOD  
26 appeared to be engaged but unable, or unwilling, to control the spending by Ms. Norgren.

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

5.281. During Ms. Leander’s tenure, the SCBOD had actual and constructive notice  
from multiple people about the failings including but not limited to Ms. Campbell multiples of

1 times throughout 2022. She brought to their attention information about many of the matters  
2 involving misconduct and mismanagement referenced or alleged above and below.

3 5.282. Ms. Campbell attended at least 15 members' meetings during a 16-month period  
4 wherein when the Club's business portion of the members' meetings was convened it was by  
5 turns less than informative, excuses would be made why financial statements were not  
6 available, or had errors, or where untimely, little to no discussion was proffered by the  
7 executive director or the board members leading the meeting about consequential activities and  
8 decisions the board was engaging in, and when the board president, the executive director, or  
9 occasionally the treasurer when they did provide Club business information, it was only of a  
10 cursory nature.

11 5.283. This was despite the fact that the Board and even Ms. Campbell knew that there  
12 were highly consequential, negative organizational and financial events and matters that had  
13 and were occurring on an ongoing bases that the board was informed about and/or involved in,  
14 that they were participating in or approving actions by the executive director, Ms. Leander that  
15 did have, would have ongoing, to this day, adverse and material consequences to the Club's  
16 financial standing, to its operations, and to its legal wellbeing.

17 5.284. Ms. Campbell is informed and believes and upon information and belief alleges  
18 that the same practices continues under Ms. Norgren's tenure (March 2023 to January 2024) –  
19 especially an inability to employ and supervise competent bookkeeping staff, to keep current,  
20 comprehensive financial records of the Club, to provide reliable, current financial records to  
21 the board or to the membership; with the subtext that neither has the SCBOD's current  
22 treasurer, defendant Mr. Snyder, managed to assemble current, comprehensive and reliable  
23 financial records for the Swedish Club, otherwise if he had, why were members not provided  
24 copies of those?  
25  
26

1           5.285. In 2023 others have added their voices, asking and providing every opportunity  
2 for the SCBOD and the executive director to be forthcoming with not optional financial  
3 information, but requisite financial reporting.

4           5.286. According to the board’s *Expectations for Executive Director*, its *Financial*  
5 *Reporting* section, the executive director is required to provide on a monthly basis  
6 comprehensive financial reports, but also to analyze those reports and provide that analysis to  
7 the board, and a plan that establishes what corrective measure(s) the executive director intends  
8 to take in order to ensure that annual budget goals are met:

9           “Financial Reporting: a report will be prepared for the Board each month and will be  
10 presented at the Board meeting. The report will show current financial results that provide the  
11 Board with a full snapshot of the SCC's financial position. The report will, at a minimum  
12 include year-to-date (YTD) results (actual performance), YTD budget, variance to budget, last  
13 year YTD, and variance to last year. A cash flow analysis and status of the line of credit must  
14 also be included.

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

20           5.287. The executive director’s job description likewise requires a high degree of  
21 fidelity of the executive director to the SCBOD’s guidelines for fiscally and financially sound  
22 management of the Club’s business and affairs:

- 23       • Oversees financial/meets with bookkeepers weekly to review any financial  
24       issues/questions
- 25       • Reviews monthly financial statements with treasurer to keep board advised on pertinent  
26       financial matters

- 1 • Works with treasurer and bookkeeper on any pertinent banking issues
- 2 • Reviews supervises and reviews contracted bookkeeper and staff accountant [work] to
- 3 ensure appropriate and timely handling of all accounts receivable and accounts payable
- 4 items.

5 5.288. Between the years 2022 to 2024 neither Ms. Leander nor Ms. Norgren has  
6 complied with the financial reporting, planning, and fiscal control obligations that are part of  
7 their job requirements; to the latter – Ms. Campbell has observed and is informed and believes  
8 and based on information and belief alleges that Ms. Norgren has spent more time building a  
9 grandiose and faltering restaurant-entertainment operation that is a tribute to her ambitions and  
10 that of her collaborators, as opposed to carrying out the Swedish Club’s mission, and  
11 competently managing the Club’s business.

12 Instead, Ms. Norgren, Mr. Yaranoff, Mr. Cambern have been using up precious and  
13 scarce funds provided by in many cases elderly and ailing members of the Swedish Club, spent  
14 considerable time threatening, intimidating, and canceling members, firing employees, *in order*  
15 *to establish a clear field upon which she/thet can further their interests, not those of the*  
16 *Swedish Club.*

17 5.289. Ms. Norgren appears not to have come to her job with a demonstrable  
18 competence in reading, creating, creating, and understanding financial documents, including  
19 budgets, cash flow, income statements, balance statements, and statements of functional  
20 expenses, and an ability to create and adhere to financial controls.

21 5.290. Ms. Leander engaged in similar activities and neglectful behavior related to the  
22 Club’s finances as Ms. Norgren’s, just not at the same spending level; and was far more subtle  
23 with her command and control tactics. It was insidious in terms of how it unfolded and in  
24 terms of the human cost of her actions – including the emotional and mental toll her actions  
25 took on Ms. Campbell.

1           **11. Executive Directors’ and SCBOD’s Resistance to Audit and Accountability**

2           5.291. In 2021, 2022, 2023, astonishingly enough also, Ms. Campbell has observed at  
3 the board meetings and was always surprised by the fact that the board members never seemed  
4 to express much in the way of curiosity about Ms. Leander’s handling of the Club’s finances,  
5 never looked for some accountability regarding Ms. Leander.

6           5.292. Ms. Campbell also observed with concern that when defendant Ms. Hayes  
7 presented her financial reports to the Board, month in and month out, financial statements  
8 bleeding red, the board never asked probing or targeted questions that would daylight what was  
9 going grossly wrong with the Club’s operational finances. As an employee and a concerned  
10 member Ms. Campbell had a day-to-day experience with the Club’s operations. She thought  
11 for sure the board’s members with their duties and responsibilities would sought better insight  
12 and outcomes.

13           5.293. Compounding the Swedish Club situation in the present also is the fact that the  
14 executive directors and the SCBOD have failed to fully inform the membership about so many  
15 aspects of the Club’s financial challenges, have circled the wagons as it were, to the point at a  
16 board meeting in 2023 defendant and board president Shama Albright was berating board  
17 members about information leaks within the board’s ranks, an indication about how vulnerable  
18 the board’s position in all of this is.

19           5.294. Just over a decade ago the board from that era had been fending of criticisms  
20 after it had likewise failed to exercise its duties of loyalty, care, and obedience – but when new  
21 board members took over back then there was a change in attitude and a pledge to do better,  
22 unlike the present board’s approach,

23           “The Board has received requests from members asking for more involvement  
24 and communication from the Board on Swedish Cultural Center business. The Board has  
25 been listening and contemplating the best forum to fulfill these requests. It was  
26 determined that one forum would be a modified Members & Friends Dinner that will be  
tried out in March. The time after dinner will be dedicated to a status of the organization

1 followed by a question-and-answer session with Board members...In addition, the Board  
2 has been making an effort to be more visible and available to the members...I encourage  
3 members to speak to Board members and share their thoughts about any and all topics.”

4 5.295. A stark contrast to how the present board led by the defendant board members  
5 operate now – intimidating members, threatening them with the loss of their membership,  
6 hauling them in front of the board’s executive committee so that they can be interrogated,  
7 terminating the membership of dissidents, hiring security for membership meetings, escorting  
8 people from the building, and physically confronting people they disagree with.

9 ***ii. Failure to Inventory the Swedish Club’s Assets***

10 5.296. In mid-2021 Ms. Campbell after working as a volunteer through a considerable  
11 amount of paperwork that was in disarray, and observing the tremendous amount of  
12 disorganization and clutter-like condition of many of the Swedish Club’s spaces, Ms. Campbell  
13 asked Ms. Leander if or when a full inventory of the Swedish Club had been undertaken. Ms.  
14 Leander replied that they had not done one in recent memory.

15 5.297. Ms. Campbell shared her interest and concern with Ms. Leander, what if there  
16 was a fire, theft, or some other calamity – the Club was full of antiques, cultural artifacts, had  
17 considerable furnishings, office and event equipment, two full kitchens with equipment.

18 5.298. Ms. Campbell discussed doing an inventory with Ms. Leander and that she  
19 would be happy to lead the effort and work with Ms. Leander and Ms. Jonsson-Borgstrom to  
20 accomplish that. Ms. Leander was in enthusiastic agreement, she said she would talk to  
21 “Malin” about it.

22 5.299. Nothing ever came of Ms. Campbell’s effort to get an inventory of the Swedish  
23 Club.

24 5.300. In late summer 2022 Ms. Campbell was in the upstairs kitchen and noticed that  
25 the commercial grill in the stove lineup was gone. That seemed odd to her that that one piece  
26

1 of equipment was gone. She wondered what happened to it. However, she recognized it  
2 would do little to no good to ask – who knew whose wrath she might incur should she ask.

3 5.301. In the Fall of 2022 Ms. Campbell was working in the Vasa room at the club and  
4 noticed that two of the Arne Jacobsen chairs that cost \$6,000 to replace were in the Vasa Room  
5 storage closet. Both were broken. Mr. Hubner was there also. Ms. Campbell asked what was  
6 going to be done with them. He did not know and said he was going to put them in the  
7 basement.

8 5.302. Since Ms. Norgren has become the executive director in March 2023 many  
9 items of high to moderate value furniture, furnishings, dishes, kitchen equipment, tools, and  
10 cultural and antique items are no longer in evidence, no longer able to be used or observed as  
11 before. Questions to the board and to the executive director about the location and condition of  
12 the furnishings, equipment, and the like have been asked by members but remain unanswered;  
13 since then a March 6, 2024 letter has been sent inquiring as to where the missing items are; a  
14 copy of the letter and other key letters that document this matter and others related to the  
15 matters herein is attached and incorporated herein as Exhibit P-6.

16 **12. Ex Post Facto Finances – SCBOD and Executive Director**  
17 **Attempting to Cover Up Not Really Distant Past**

18 5.303. Since January 2024 the SCBOD and executive director have now changed  
19 tactics, according to them they can't provide enough financial information now. The sudden  
20 change of heart is highly suspect in that it appears to be part of a professional, crisis manager's  
21 strategic communications plan.

22 Ms. Norgren cannot say enough and often enough now about how the financial  
23 information is readily available, and that it is all good news - the Swedish Club was operated  
24 masterfully by her in 2023: "Woo hoo! Financial reports are current and presented three times  
25 per month at the Finance Committee meeting, the Board meeting, and the Members Dinner for  
26

1 those interested. It was announced that we came in under budget for 2023!” – Shama Albright  
2 SCBOD president.

3 As a member noted upon hearing Ms. Norgren’s and Ms. Albright’s highly edited  
4 “good news” financial report: “One thing that really caught my eye was the fact that they put  
5 together a slideshow with their financial ‘success stories’. Uh, You put up the gross but what  
6 was the net ? At Vasa Park one year, the income was \$881,000. The net profit was \$1600...  
7 With an outstanding \$150,000 loan.”<sup>137</sup>

### 8 **13. The Swedish Club’s Now Multiple of Restaurant and Event Concepts**

9 5.304. The Swedish Club board and many members in the years 2006 to 2015  
10 established and regularly updated a comprehensive strategic plan for the Swedish Club.  
11 During the time Ms. Campbell has been a member the strategic plan and strategic plan update  
12 processes for the Club appears to have abandoned.

13 5.305. Throughout 2023 on into 2024 the Swedish Club has gone through ongoing  
14 rounds of hiring, losing staff, driving up labor costs, indulging extravagant tastes, initiating  
15 food and entertainment programs and concepts with no or unsustainable business and  
16 marketing plans, no demographic studies, and substantial expenditures related to the Club’s  
17 foodservice, bar, and catering operations/

18 For example, the foodservice department has initiated and abandoned multiple dining  
19 concepts, and has all but abandoned the Swedish Club’s mission based roots when it comes to  
20 the food and entertainment at the Swedish Club – little of it is “Swedish:”

- 21 • “Swedish Club traditional events such as the Kvinnor Kan dinner, annual lutefisk  
22 dinner, julebord, the Swedish Christmas tree, etc. were eliminated or so changed that  
23 they no longer embody Swedish traditions.”<sup>138</sup>

24 <sup>137</sup> Vasa Park is where Ms. Norgren previously worked before coming to the Swedish Club.

25 <sup>138</sup> Cooper, Judy. Graves, Carol. Jones, Chris. Little, Eileen. McCann. Penhoet, Megan. Schilling, Monica.  
26 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 • “Rental events now take precedence over Member events.”<sup>139</sup>
- 2 • “Declining attendance at the Club’s Swedish Pancake Breakfasts, compared with  
3 previous years, is worrisome.”<sup>140</sup>

4 5.306. Ms. Campbell has observed and has been informed and believes, and upon such  
5 personal observations, information, and belief alleges that since and during Ms. Norgren’s and  
6 employee/chef Christo Yaranoff’s tenure, in addition to skyrocketing labor, food, dining and  
7 bar equipment, and kitchen, bakery, and bar costs and expenditures, the Swedish Club’s food,  
8 bar, and entertainment operations are notable for the polyglot of concepts they have gone  
9 through.

10 The latest iteration is Ms. Norgren’s and Mr. Yaranoff’s attempts to fashion the  
11 Swedish Club as a pretentious, anachronistic fine dining destination spot in Seattle; while  
12 putting on airs as a hipster nightclub that has a very select following; both notable for a dearth  
13 of Swedish Club members subscribing to or in attendance, regular or otherwise; to open and  
14 operate a bakery/fine pastry unit on the property; and to fashion the Swedish Club as an  
15 upscale, elegant wedding and corporate meeting venue.

16 5.307. A considerable amount of funds have been expended to equip, staff, operate,  
17 each of the concepts, the fine dining, nightclub, bakery, catering and meeting venue; to give  
18 those impressions.

19 5.308. Ms. Campbell has observed and has been informed and believes, and upon such  
20 personal observations, information, and belief alleges that likewise notable in this quest to  
21 establish the Swedish Club as a Dexter Avenue entertainment and dining center, is the  
22 bacchanal of ruinous spending. Now there are the multiples of dining extravaganzas being  
23 held, including a gala fundraiser held on February 10, 2024.

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24  
25 <sup>139</sup> Ibid.

26 <sup>140</sup> Ibid.

1           5.309. Ms. Campbell has observed and has been informed and believes, and upon such  
2 personal observations, information, and belief alleges that under the guidance of its champagne  
3 tastes chef, guests at the Gala were served Lobster Thermidor, Prime Filet Mignon, Foie-Gras,  
4 Black Truffles, and a rarefied chocolate creation, a French entrement. Nothing Swedish, only  
5 expensive.

6           5.310. The extravagant food served at the Gala, and the concomitant spending on a  
7 caterer and photographer for it, the likewise extravagant dinners now regularly served, in the  
8 past there were no appetizers, a salad, two entrees, and a dessert choice, now there are two to  
9 three appetizers, two salad options, three entrée choices, and always one to two dessert  
10 choices; all of which belies the very evident financial straits the Club finds itself in – evidence  
11 of which are two of the line items for the February 2024 Gala fundraiser - hoping to raise \$200  
12 for entertainment fees and \$450 to pay for a year’s worth of coffee and tea for the club’s once-  
13 a-month coffee klatsch.

14           That the Swedish Club must beg for a couple of hundred dollars in order to be able to  
15 buy some coffee and pay some itinerant musicians shows how precipitous its financial decline  
16 under Ms. Norgren and the SCBOD’s oversight has been.

17           5.311. Gone are the days of authentic Swedish food served at Friday night dinners.  
18 Straight up anglicized meals are served instead, notable again for their attempted  
19 pretentiousness and decided lack of Swedish or Nordic authenticity – Steak Diane, Flank  
20 Steak, Vegetable Tagine, Eggplant Stew, White Anchovy Potato Salad; what nods there are to  
21 the Scandinavian authentic cuisine are “interpretations” at best – and not very good ones at  
22 that.

23           5.312. The quality of the meals served is uneven, unpredictable. A representative  
24 review of the meals served is notable for the fact that the food is either inedible, or of  
25 questionable quality, lacking in skill, *and* not culturally appropriate. As noted recently by a  
26 longtime member of the club:

1            “This is the picture of my dinner last night at the  
2 Swedish Club [02/21/24]. It cost \$28 plus tax. Is that a  
3 piece of fish ? No it is not. It was supposed to be  
4 Jonsson's Temptation : a dish made with potatoes,  
5 cream, onions and anchovies. Apparently this is the  
6 (unbeknownst to me) vegan version which was a small  
7 pile of potatoes cooked in some sort of grease. Au  
8 gratin. Cream it had none. Anchovies it had none. Butter  
9 it had none.

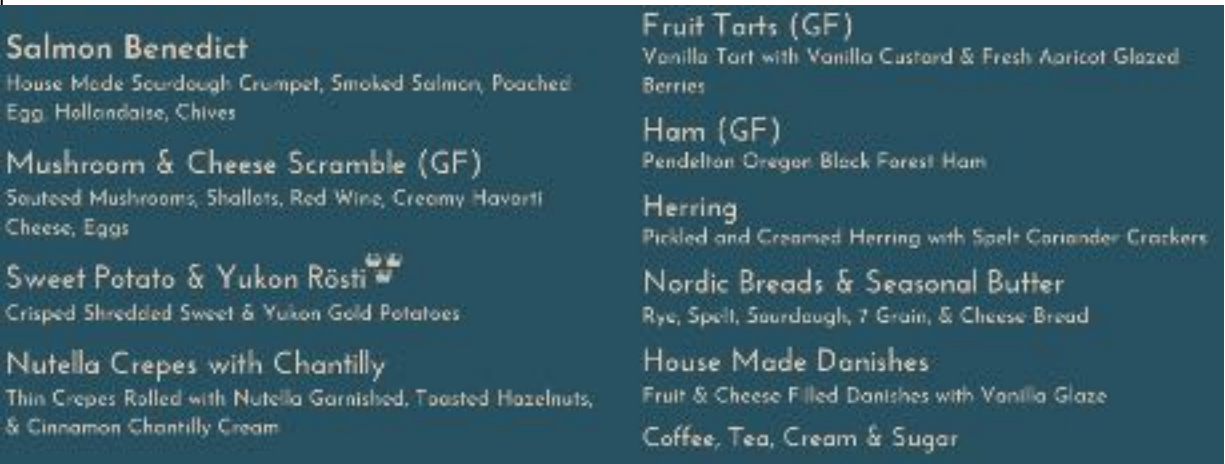


10           “The size of the plate is deceiving, it was about 3 in by 3 and 1/2 in. Tasteless greasy  
11 potatoes with a strange chemical aftertaste. Those things next to it are seven pieces of Stone  
12 Cold, rock hard parsnip. Absolutely inedible. I had a knife and I have a mouth full of  
13 titanium implants and I couldn't eat them. So for \$28+, I got a dinner devoid of any protein  
14 whatsoever.”

15           The above explains in part why the Swedish Club isn't the destination dining spot it  
16 is over spending to be.

17           5.313. In mid-summer 2023 what proved to be a poorly conceived food initiative was  
18 introduced, selling boxed lunches to the public and members, despite never having done such a  
19 thing in the recorded history of the Swedish Club, and again relying on a luxe theme and  
20 ingredients, open faced sandwiches with such toppings as duck breast. That food program  
21 went bust within two months.

1 5.314. At the beginning of 2024 another luxe but questionable food initiative was  
2 introduced – an all-you-can-eat Sunday breakfast for \$25 – a bargain for such things as Salmon  
3 Benedict, specially cured craft ham, herring, and a raft of expensive to produce in-house  
4 bakery products:



13 5.315. To the bakery products, Swedish Club bakery and pastry operations, all the  
14 while throughout 2023-2024 Ms. Campbell has observed and has been informed and believes,  
15 and based on the many years she operated a commercial bakery operations, that the Swedish  
16 Club does not possess a market analysis, business plan, requisite staff knowledge and  
17 experience running a bakery, much less the customer base to support or justify the  
18 expenditures to establish the bakery, maintain a staff for it, and then the funding to sustain it  
19 over the long haul.

20 5.316. The Swedish Club has experimented with food, dining, and entertainment  
21 concepts that fail to establish the Club as a unique and sought after destination for such things;  
22 despite it not gaining a devoted or vast enough customer base and concomitant revenue that  
23 justified/justifies such programs, businesses, and expenditures.

24 5.317. Ms. Campbell has observed and has been informed and believes, and upon such  
25 personal observations, information, and belief alleges that the executive director and executive  
26 chef have gone on a foodservice, bar, and event business related spending spree over 2023, on

1 into 2024; with plans to continue to do more, remodeling and establishing a dream kitchen,  
2 putting in all new appliances, and gear that defies the inability of the Swedish Club staff to  
3 generate income and customers that could validate the expenditures for those things. Those  
4 customers and income however have not materialized.

5 5.318. Since Ms. Norgren has taken over and worked with Mr. Yaranoff to remake the  
6 Swedish Club into a mashup of destination restaurant, public nightclub, and a headliner  
7 wedding venue, Ms. Campbell and other members have observed Ms. Norgren and Mr.  
8 Yaranoff make and struggle to fund their spending decisions, have been reduced to begging for  
9 coffee money at their Gala auction, while serving lobster, racks of venison, filet mignon, and  
10 truffles, and double down on all of the decisions, including amplifying them in terms of  
11 mission creep and a high level of capital expenditures.

#### 12 **H. PLAINTIFF ELIZABETH CAMPBELL**

13 5.319. Plaintiff Ms. Campbell is a 71-year-old woman, a widow, grandmother, author,  
14 baker, chef, community activist, and serial entrepreneur.

15 5.320. Ms. Campbell has an over 50-year self-employed work history in the fields of  
16 residential, commercial, and civil construction, elder care and management, private and public  
17 finance, law – in the practice fields of civil, business, probate, elder, and public law, and in  
18 general business management, Ms. Campbell has also owned and operated high volume,  
19 wholesale and retail food production and related companies.

20 5.321. Ms. Campbell is a highly qualified and capable problem solver and  
21 administrator in business and legal matters.

22 5.322. Ms. Campbell is also an energetic community and citizen activist/advocate now  
23 for over 47 years. She engages publicly related to her passion for the rights of the disabled, the  
24 elderly, the poor, for the rights of persons inequitably treated by individuals, institutions, or  
25  
26

1 organizations, or otherwise disenfranchised, and for other social and environmental justice  
2 causes.

3 5.323. Ms. Campbell pursued late in life an education that would sustain and inform  
4 her passion for equity and justice, and support her business pursuits - she holds two University  
5 of Washington BA's in the areas of laws, societies, and justice, sociology, and history (2007), a  
6 Masters of Public Administration (2011) from the UW's Evans School of Public Affairs, and  
7 an ABA approved Advanced Paralegal Certificate (Edmonds College 2021).

8 5.324. Ms. Campbell is a general member<sup>141</sup> of the Swedish Club since September  
9 2020.

10 5.325. Ms. Campbell paid her annual dues on or about the anniversary of her  
11 September membership each year, \$100 by barter in 2020, \$100 by barter in 2021, \$200 in  
12 2022 for her membership ending in October of 2024,<sup>142</sup> and \$200 for her 2023 was a party to a  
13 valid contract with the Swedish Club,<sup>143</sup> a nonprofit membership corporation, cultural club,<sup>144</sup>  
14 <sup>145, 146</sup> she is a general member,<sup>147, 148</sup> is entitled to all the rights and privileges of membership  
15 as provided statutorily,<sup>149</sup> by contract, and by the Club's *Bylaws*,<sup>150</sup> including but not limited to  
16 the right to vote on any and all matters, to attend all events at the Club, to serve as an officer or

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17  
18 <sup>141</sup> According to the *Amended and Restated Bylaws of the Swedish Club: Adopted by Members on November 20, 2019*, Article 2 Membership, Section 2.1 Members: "The corporation shall have two classes of members: (a) general members, entitled to all of the rights and privileges of membership, including voting on any and all matters." They are also designated as and referred to as "Blue Card members." Their rights as members are enumerated on the reverse side of the Swedish Club's "blue membership card" the member is issued, including but not limited to the right to "Vote on Club matters and participate in committee work and Board Membership."

19  
20 <sup>142</sup> Ms. Campbell holds a certificate for a free extra one month of membership past her membership anniversary date.

21 <sup>143</sup> See *Garvey v. Seattle Tennis Club*, 60 Wn. App. 930, 933, 808 P.2d 1155 (1991).

22 <sup>144</sup> RCW 24.03A.010(5). <https://app.leg.wa.gov/RCW/default.aspx?cite=24.03A.010>. Accessed Oct. 31, 2023.

23 <sup>145</sup> RCW 24.03A.010(47). <https://app.leg.wa.gov/RCW/default.aspx?cite=24.03A.010>. Accessed Oct. 31, 2023.

24 <sup>146</sup> RCW 66.04.010 (8) <https://app.leg.wa.gov/RCW/default.aspx?cite=66.04.010>. Accessed Oct. 31, 2023.

25 <sup>147</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 2 § 2.1

26 <sup>148</sup> WAC 314.40.005 <https://apps.leg.wa.gov/wac/default.aspx?cite=314-40-005>. Accessed Oct. 30, 2023.

<sup>149</sup> Washington Nonprofit Corporations Act, RCW 24.03A. <https://app.leg.wa.gov/RCW/default.aspx?cite=24.03A> accessed Oct 31, 2023.

<sup>150</sup> *Amended and Restated Bylaws of The Swedish Club*. Approved by Board for submission to Members on Sep. 4, 2019. Adopted by Members on Nov. 20, 2019. [https://drive.google.com/file/d/14SejUvzjPvg2nnnRhDQEiLY-csPAv4ap/view?usp=drive\\_link](https://drive.google.com/file/d/14SejUvzjPvg2nnnRhDQEiLY-csPAv4ap/view?usp=drive_link)

1 director of the Swedish Club<sup>151, 152</sup> (whether voted in by the membership at the annual  
2 meeting<sup>153</sup> or appointed mid-year by the board<sup>154</sup>), to vote in elections for the directors and  
3 officers of the Club,<sup>155</sup> to vote on extraordinary actions,<sup>156</sup> to attend all monthly or special  
4 board meetings,<sup>157</sup> the members' annual, monthly, special, and extraordinary action  
5 meetings,<sup>158</sup> to attend meetings and be a member of any of the four standing committees of the  
6 board of directors,<sup>159</sup> to attend meetings and be a member of any of the ad hoc committees of  
7 the board of directors,<sup>160</sup> to access and inspect at any reasonable time all books and records of  
8 the corporation<sup>161, 162</sup> including but not limited to 1) the "minute book" records – the regular  
9 minutes of any member meetings,<sup>163</sup> board or committee meetings,<sup>164</sup> and any consent record  
10 that clearly sets forth the actions taken by the board with or without a meeting of the board<sup>165</sup>.  
11 <sup>166</sup> 2) the Articles of Incorporation, the bylaws/restated bylaws,<sup>167</sup> the correct and adequate  
12 records of accounts and finances,<sup>168,169</sup> and 3) the records of the name, address and class of  
13 each member and Director;<sup>170</sup> to form a quorum of 50 members and by a 2/3 majority vote to  
14 remove with or without cause any director,<sup>171</sup> to purchase food, goods, or services offered by  
15

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16 <sup>151</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 2 § 2.1

17 <sup>152</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 3 § 3.3

18 <sup>153</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 2 § 2.4

19 <sup>154</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 3 § 3.5

20 <sup>155</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 2 § 2.4, 2.9

21 <sup>156</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 2 § 2.13

22 <sup>157</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 3 § 3.6, 3.7

23 <sup>158</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 2 § 2.4, 2.5, 2.6, 2.13

24 <sup>159</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 3 § 3.20 ¶ 3.20.1

25 <sup>160</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 3 § 3.20 ¶ 3.20.2

26 <sup>161</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 7 § 7.6

<sup>162</sup> RCW 24.03A.215. <https://app.leg.wa.gov/RCW/default.aspx?cite=24.03A.215>. Accessed Oct. 31, 2023.

<sup>163</sup> RCW 24.03A.210(1)(a). <https://app.leg.wa.gov/RCW/default.aspx?cite=24.03A.210>. Accessed Oct. 31, 2023.

<sup>164</sup> RCW 24.03A.210(1)(a). <https://app.leg.wa.gov/RCW/default.aspx?cite=24.03A.210>. Accessed Oct. 31, 2023.

<sup>165</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 3 § 3.15

<sup>166</sup> RCW 24.03A.210(1)(b). <https://app.leg.wa.gov/RCW/default.aspx?cite=24.03A.210>. Accessed Oct. 31, 2023.

<sup>167</sup> RCW 24.03A.210(1)(a)(b). <https://app.leg.wa.gov/RCW/default.aspx?cite=24.03A.210>. Accessed Oct. 31, 2023.

<sup>168</sup> RCW 24.03A.210(3). <https://app.leg.wa.gov/RCW/default.aspx?cite=24.03A.210>. Accessed Oct. 31, 2023.

<sup>169</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 7 § 7.6

<sup>170</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 7 § 7.6

<sup>171</sup> AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 3 § 3.17

1 the Club to its members, to take advantage of members-only discounts for classes, to gain early  
2 access to events, or receive discounts for food, drink, events, or room/space rentals,<sup>172</sup> to  
3 access the designated area closed to the general public where alcohol is sold, served, or  
4 consumed, and therein bring or purchase, and consume alcoholic beverages,<sup>173</sup> to along with  
5 the other Swedish Club members own all the property of the Club, as well as the advantages  
6 thereof,<sup>174</sup> to receive limited genealogy services from the Swede-Finn Foundation,<sup>175</sup> and  
7 receive free translation services.

8 5.326. Ms. Campbell has served as a volunteer at the Swedish Club from September  
9 2020 to February 2023. As a volunteer Ms. Campbell devoted countless hours and a  
10 substantial amount of her money to support the Club's events and activities.

11 5.327. Ms. Campbell was also a part time employee of the Swedish Club, from  
12 November 24, 2021, to March 9, 2023. Her last job title was Dessert Cook (8/26/22 to 03-06-  
13 23); previously it was Cook (11-24-21 to 8-26-22).

14 5.328. While working for the Swedish Club at all times Ms. Campbell's job  
15 performance was excellent. During her employment,

16 5.73.1 She never received a bad job performance review.

17 5.73.2 She never missed a day of work.

18 5.73.3 She was always a self-starter, resourceful, was exceptionally well  
19 organized, and required little to no supervision.

20 5.329. As an employee Ms. Campbell brought a wealth of business and food  
21 production experience, knowledge and wisdom, and culinary proficiency to her position:

22 5.74.1 She is noted domestically and professionally for being an  
23 accomplished, culturally competent (Nordic) chef/cook.

24 <sup>172</sup> Swedish Club. Memberships. <https://www.swedishclubnw.org/become-a-member> Accessed Oct. 31, 2023.

25 <sup>173</sup> WAC 314.40.080. [HTTPS://APP.LEG.WA.GOV/WAC/DEFAULT.ASPX?CITE=314-40-080](https://app.leg.wa.gov/wac/default.aspx?cite=314-40-080). ACCESSED OCT. 31, 2023.

26 <sup>174</sup> WAC 314.40.060. <https://app.leg.wa.gov/wac/default.aspx?cite=314-40-060>. Accessed Oct. 31, 2023.

<sup>175</sup> The Swede Finn Foundation is an on-site tenant of the Swedish Club at 1920 Dexter Avenue North, Seattle, Washington.



1 5.74.2 Her culinary skills are excellent.

2 5.74.3 The food she prepared and served as a Swedish Club employee and  
3 member/volunteer, including but not limited to her entrees, salads,  
4 mealtime side dishes, baked goods and desserts were highly sought  
5 after by Swedish Club members, guests, and employees; and she  
6 received many personal accolades for their excellence by members,  
7 guests, and employees.

8 5.330. Ms. Campbell's food offerings during the 15 months of her employment were  
9 the one consistent and successful feature of the Swedish Club's dining and other events with  
10 food during all of 2022, on through to March of 2023.

11 **1. Ms. Campbell's Protected Status – Age, Disability Related**

12 5.331. Ms. Campbell at all times relevant to this matter belonged to federal and state  
13 designated protected classes, age, disability, gender, and national origin.

14 5.332. Ms. Campbell identifies as a female (she/her). At all times relevant to this  
15 matter was 68 (2020), 69 (2021), 70 (2022), and 71 (2023) years old.

16 5.333. At all times relevant to this matter, Ms. Campbell has suffered from now over  
17 two decades of medically diagnosed, severe, degenerative osteoarthritis disease. The disease  
18 causes Ms. Campbell chronic, sometimes insufferable pain.

19 5.334. Ms. Campbell's osteoarthritis disease significantly impairs her ability to walk  
20 and to stand for moderate to long periods of time now.

21 5.335. Ms. Campbell at all times relevant to this matter became reliant 90% of the time  
22 on assistive devices for her mobility, including alternatively using crutches, a cane, walking  
23 stick, a four-wheel walker, or an electric scooter.

24 5.336. Because of Ms. Campbell's challenges with balance and physical capacity to  
25 walk, Ms. Campbell is at higher risk for falls. She has a decreased ability to respond promptly  
26

1 and with stability to changes in surfaces, range of motion, or physical circumstances that may  
2 affect her balance when she is standing or walking.

3 5.337. Because of Ms. Campbell's physical condition, she is fearful of falling, and  
4 struggles tremendously with using her limited ambulatory ability and mobility capacity she had  
5 at the time of the matters herein, currently has.

6 5.338. Ms. Campbell's age and disability would have been visibly obvious to Ms.  
7 Leander and others at the Swedish Club. However, in July of 2020 Ms. Campbell before she  
8 ever met Ms. Leander in person voluntarily disclosed her disability to Ms. Leander, and again  
9 after she became a Swedish Club member in September 2020.

10 She also successively disclosed and discussed her disability with Ms. Leander, Ms.  
11 Alaimo, Ms. Albright, the Swedish Club's Perkins Coie attorneys in 2021, 2022, and 2023, she  
12 has a *record of disability*, and sought multiple times ADA consultations and reasonable  
13 accommodation(s) (as a Swedish Club employee) from first Ms. Leander, and then starting in  
14 November 2022 from Ms. Alaimo.

15 5.339. Ms. Campbell's requests and efforts to secure reasonable ADA accommodation  
16 and ADA compliance by the Swedish Club were rebuffed by Ms. Leander and ignored by Ms.  
17 Alaimo; as well as were ignored by the SCBOD that had actual and constructive notice about  
18 the conflicts between Ms. Leander and Ms. Campbell over disability accommodation requests  
19 Ms. Campbell made to Ms. Leander, and later on to Ms. Alaimo.

20 5.340. At certain times relevant to this matter Ms. Campbell also required, had  
21 requested, but was not granted accommodations for her disability by Ms. Leander, including  
22 but not limited to, a desk to work on paperwork at, a stool or stool like object under a desk to  
23 elevate her leg, and flexibility accommodations like a place to take breaks, the opportunity and  
24 place to take breaks to stretch and walk around, to do remote work, and even for example to  
25 have a key to the lower south building entrance door nearest to the disabled parking spaces  
26

1 (except during event hours that set of entry doors was kept locked). The handicapped parking  
2 and where Ms. Campbell worked, in the downstairs kitchen, were located on the same level.<sup>176</sup>

3 5.341. On March 22, 2022, Ms. Campbell made a request in writing to Ms. Leander for  
4 the key to the building entrance doors across from the handicap parking spaces:

5 "I have been meaning to ask you anyway for a key to the bottom south door, as it  
6 would eliminate my parking in front, and/or having to inconvenience someone to  
7 come downstairs and unlock the back door when I use the handicapped parking."<sup>177</sup>

8 5.342. Ms. Campbell made the request for two reasons. One, while Ms. Campbell often  
9 enough parked on the street in the front of the building because she knew that the building's lower  
10 level entry doors next to the Club's parking where the handicap parking spaces were located were  
11 kept locked except when there were events.

12 And two, in contrast to the lower doors, the front doors of the building were always  
13 unlocked during business hours however from time to time the access to the building was more  
14 difficult for Ms. Campbell from a mobility standpoint, because the slabs that made up the concrete  
15 entry way plaza at the front of the Swedish Club building had heaved over time causing them to  
16 have considerable height differentials at the expansion joints – those were obvious and  
17 considerable trip hazards that Ms. Campbell worried about, and made sure to look when she was  
18 walking through that area to make sure she didn't trip on those obstructions.

19 5.343. The front entry also was not as ideal for Ms. Campbell to use because those entry  
20 doors were extremely heavy to open because the door closers on them had been set so that they had  
21 the maximum amount of resistance, recoil on them, making them hard to pull open and hold open –  
22 which affected Ms. Campbell particularly on days when she was using her wheeled walker, or  
23 using her hand cart to bring supplies to work - the front receptionist would often get up from her  
24 lobby desk and help open and hold open the front door for Ms. Campbell.

25 <sup>176</sup> Non-disabled employees, including those holding positions of work and authority similar to Ms. Campbell did  
26 have a key to the door nearest to the parking – they did not use disabled parking.

<sup>177</sup> Campbell, Elizabeth. "Consider this?" Gmail. Sent to Kristine Leander, Mar 22, 2022 10:56 AM.

1           5.344. In regard to the building’s entry doors nearest to the disabled parking spaces,  
2 because those doors were locked the majority of the time<sup>178</sup> for the convenience of the  
3 administrative employees, including Ms. Leander, Mr. Rahman, Wendy Lundin-Clark, Jeff  
4 Hubner, and all of the maintenance employees/event setup workers, they had keys to those doors.  
5 None had mobility handicaps. They did not use disabled parking. They had keys for their  
6 convenience; the young maintenance men had keys to open up the building before staff arrived or  
7 close it after they left. Again, for the convenience of the inner circled staff.

8           5.345. Because they had keys to the building and were able-bodied, every employee but  
9 Ms. Campbell was able to freely come and go from the Swedish Club’s parking lot into the  
10 building.

11           5.346. When Ms. Campbell parked in the disabled parking she did so because her  
12 workplace was on that same level and she often had supplies that she had purchased for meals that  
13 she would unload onto a handcart she owned and needed to wheel supplies into the downstairs  
14 kitchen where she worked; or when she used her walker.

15           5.347. When Ms. Campbell used the handicap parking during non-event times, 95% of the  
16 time Ms. Campbell was forced to make a phone call to Ms. Leander or one of the other employees  
17 upstairs on the main floor of the building and ask them to come down and let her in.

18           5.348. While the staff “willingly” stopped their work and let Ms. Campbell into the  
19 building, Ms. Campbell felt there was a stigma that was attached to her having to interrupt  
20 someone’s work and request access. She was the only one of the employees who couldn’t in the  
21 alternative just walk up the steep driveway or steps at the side of the building from the  
22 handicap/parking area and go around to the front of the building, go inside and then use the  
23 elevator or stairs to go downstairs and unlock the door.

24  
25  
26 <sup>178</sup> Lower level, building doors were locked all day except on the days there were events at the Club, like on Friday and  
Wednesday evenings, for the Sunday pancake breakfast, or just before noon on Fridays for the lunch service.

1 Having to interrupt another employee’s work to assist her; with the further ignominy, given  
2 that Ms. Campbell was a respectable and responsible 70 some year old woman – it felt demeaning  
3 to her to have to make such a request - it drew attention to her disability and was likely to also draw  
4 Ms. Leander’s attention and the disapproving attitude Ms. Campbell believed she had towards it.  
5 Ms. Campbell didn’t like Ms. Leander becoming aware of the instances when she had to ask  
6 employees, or even worse when Ms. Leander answered the phone and then Ms. Campbell’s having  
7 to ask her to come downstairs and let Ms. Campbell in.

8 5.349. In response to Ms. Campbell’s request for a key to the building entry door Ms.  
9 Leander the next day wrote to Ms. Campbell and replied with one of her trademark, “reasonable  
10 explanations:”

11 “The key issue is part of a larger question about who gets keys at the Swedish Club.  
12 We swing between somewhat loose and tight. We are in a tight mode right now.”<sup>179</sup>

13 5.350. When Ms. Campbell spoke to Ms. Leander about it in person, Ms. Leander  
14 engaged in her usual dissembling commentary. Ms. Campbell is informed and believes and on that  
15 basis alleges that at the time Ms. Leander refused to make the accommodation it was because she  
16 had been directed by the Club’s attorney, defendant Vi Reno, to specifically not give Ms. Campbell  
17 a key to the building. When she heard this Ms. Campbell believed then that the reason for not  
18 giving her the key was personal, punitive, and even retaliatory.

19 5.351. Ms. Campbell believed also in light of the fact that other employees who were new  
20 hires were immediately being entrusted with sets of keys for every interior and exterior door of the  
21 building, and employees of equal experience, equal job responsibilities as Ms. Campbell, and no  
22 disability all had keys to the entries to the building, this also caused Ms. Campbell to believe that  
23 she was not being given a key for non-work related, discriminatory, even punitive reasons.

24 5.352. On December 12, 2022 Ms. Campbell and Chef Christine Ross were texting about  
25 the Swedish Club’s difficult work environment that had been created by defendants Ms. Leander

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26 <sup>179</sup> Leander, Kristine. “Consider this?” Gmail. Sent to Elizabeth Campbell, Mar 23, 2022 11:18 AM.

1 and Ms. Hayes, and by then Facilities Manager, Anis Rahman. Especially related to Mr. Rahman,  
2 the difficulties Ms. Ross and Ms. Campbell and the other kitchen staff experienced was brought on  
3 by the employees under Mr. Rahman’s disengaged management style – those employees  
4 nominally or often were not performing their jobs, they even disappeared from the building while  
5 on the clock for long periods of time, it all was making it much more difficult for kitchen staff to  
6 keep the organization and cleanliness functional.

7 In addition, there had recently been problems with one of his employees that was in charge  
8 of closing the building – they had keys to the building and every space in it, including the kitchens.  
9 Ms. Campbell’s text to Ms. Ross expressed her feelings about that and to what had happened  
10 earlier in the year when Ms. Leander had refused to provide the ADA accommodation for a key  
11 that Ms. Campbell had requested, “KL said Keita was closing yesterday - that's another thing that  
12 burns me up - they entrust/entrusted keys to these nonsense people and acted so p\*\*\*\*\* to me when  
13 all I wanted was not to have to have the inconvenience of having to take extra steps to get into the  
14 building get into the kitchen. The riff raff has keys - Vi Reno, their attorney told them not to give  
15 me one.“

## 16 2. Ms. Campbell’s Protected Status – National Origin Related

17 5.353. The Swedish Club has a longtime and de rigueur tradition of preferentially  
18 employing, using the services of first or second generation Swedish persons in all of its jobs and  
19 engaging in the same preferential treatment for people of Swedish or Scandinavian origin when  
20 filling it positions of governance.

21 5.354. Ms. Campbell, according to her DNA test results and her family heritage history, is  
22 of Scandinavian descent, a combined 34% of Swedish/Danish, and Norwegian ancestry.<sup>180</sup>

23 5.355. The Swedish Club’s hiring and volunteering preferences are predicated on filling  
24 positions in favor of individuals who are first, second, or third generation persons of Swedish  
25

26 <sup>180</sup> Ancestry. “DNA: Elizabeth Campbell, Ethnicity Estimate.” Ancestry.com.

1 descent, then in favor of those of Scandinavian descent – Norwegian, Danish, Icelandic, and  
2 Finnish.

3 5.356. Examples of the Swedish/Scandinavian-centric preferential treatment in hiring,  
4 volunteering, and board service are as follows:

5 5.357. In late February 2021 Ms. Leander hired Carina Jonsson as a chef, to assist senior  
6 chef Christina Lea. Ms. Leander’s lead comments in the Club’s newsletter announcing the hire of  
7 Ms. C. Jonsson were a glowing tribute to the fact that Ms. C. Jonsson was Swedish, “We’ve hired a  
8 new chef, Swedish-born Carina Johnsson. She was born in Trollhättan, [Västra Götaland, Sweden]  
9 and immigrated to [the U.S.] in 1993.”<sup>181</sup>

10 5.358. That Ms. Leander gave Ms. C. Jonsson employment based on her national origin is  
11 underscored by the fact that Ms. C. Jonsson’s qualifications for the chef job were practically nil.  
12 Ms. Leander spun and dismissed Ms. C. Jonsson’s lack of food service qualifications as a fun fact,  
13 writing in the club’s newsletter, “Her formal training was in early childhood education, but she’s  
14 always loved to cook for family and friends.”

15 5.359. In comparison to Ms. C. Jonsson’s dearth of qualifications for the position, Ms.  
16 Campbell was far more qualified for it based on her knowledge and experience with cooking and  
17 baking in a high volume commercial setting. Ms. Campbell is informed and believes and upon  
18 such information and belief alleges that Ms. Jonsson’s greater status and by extension the  
19 qualifications she held for the Swedish Club’s cooking job was the fact that she was born in  
20 Sweden, was a native Swedish speaker, and was presumed to be innately knowledgeable about  
21 how “to cook Swedish,” and that trumped Ms. Campbell’s job qualifications.

22 5.360. Furthermore, despite Ms. C. Jonsson having no job experience with restaurant,  
23 volume, or foodservice sector cooking, “After several weeks it was clear she had zero skills for  
24 home cooking and NO clue regarding commercial cooking, and was never going to,”<sup>182</sup> Ms.

25 <sup>181</sup> Leander, Kristine. “Welcome Chef Carina.” Swedish Club News. Vol. 60. Issue 3. March 2021.  
26 <https://swedishclubnw.org/newsletters/2021/march2021.pdf>

<sup>182</sup> Lea, Christine. Text message to Elizabeth Campbell. iMessages. Mon, Jan 15, 2024 6:04 PM

1 Leander from the very beginning also gave her the job title of “Chef”; for over nine and half  
2 months Ms. Leander continued to use that title when referencing Ms. C. Jonsson’s meals, menus,  
3 and kitchen work in the *Swedish Club News*.

4 5.361. On December 30, 2021 Ms. Campbell wrote Ms. Leander and suggested some  
5 publicity talking points for the NYE dinner, and also asked Ms. Leander about, “Possibly pump up  
6 the volume, music, teaser about the food - borscht w/ tender beef, quality meats and cheeses, fresh  
7 fruits and vegetable, favorite Nordic bread selection, cakes, the menu is good - and guest ‘Chef  
8 Elizabeth’?”<sup>183</sup> Ms. Campbell’s latter reference was about being included in the pantheon of chefs  
9 the Club employed. Ms. Leander ignored Ms. Campbell’s request.

10 5.362. Later on, in 2022 when Ms. Campbell asked Ms. Leander to consider giving Ms.  
11 Campbell public recognition for her work, to be considered and named to the position of chef, Ms.  
12 Leander told Ms. Campbell she was unable to do that because Ms. M. Jonsson insisted that only  
13 she could be called “Chef.” Ms. Campbell knew that Ms. Leander’s statement was patently false –  
14 in fact all of the then present chefs, Ms. Lightle, Ms. M. Jonsson, Ms. C. Jonsson, and earlier that  
15 year Ms. Lea – all were called “Chef.”

16 5.363. Shortly after Ms. C. Jonsson was hired, longtime Chef Christine Lea resigned. The  
17 precipitating event was that Ms. Lea was subjected to discrimination based on national origin.  
18 According to Ms. Lea, “After 7 years I was only making \$25 an hour and was told by Malin at  
19 that time (with tacit agreement from KL), that when I asked for more money and head chef  
20 position, I was forcefully informed by Malin that there would be no raise and that **‘I would  
21 never be considered for head chef because I wasn’t Swedish.’** I explained to her that what  
22 she just stated was against the law...as in the codified amendment against discrimination of  
23 national origin within the constitution of the United States. But she aggressively denounced  
24 that interesting legal liability as BS...arrogant stupid Swede.<sup>184</sup> KL, the other ‘stable genius’,  
25

26 <sup>183</sup> Campbell, Elizabeth. “Re: Advice about our NY’s party on Jan 7.” Gmail.com Thu, Dec 30, 2021 at 1:17 PM

<sup>184</sup> Lea, Christine. Text message to Elizabeth Campbell. iMessages. Mon, Jan 15, 2024 6:04 PM.



1 went further on to say that Ann Margret [who was a native of Sweden] was still head cook,  
2 even though she had not been steadily employed at SC for 3 years.”<sup>185</sup> Emphasis added.

3 5.364. Ms. Lea’s resignation from her kitchen position by default made Ms. C. Jonsson  
4 “lead” chef. However, she was only able to do that job with the ongoing support of Malin Jonsson,  
5 then the Club’s current facilities manager and former lead chef.

6 5.365. In May of 2021 Ms. Leander also hired RC Charles to assist Ms. Lea and Ms C.  
7 Jonsson in the kitchen. He was third generation Swedish and had a long history along with his  
8 parents of Swedish Club involvement.

9 5.366. At the beginning of August of 2021 three jobs opened up, two jobs were ones that  
10 Ms. Campbell was qualified to perform, lunch chef, and event coordinator. Ms. Leander had told  
11 Ms. Campbell about them being open, and they were published in the August 1, 2021 issue of the  
12 Swedish Club News:

13 “We’re Hiring!

14 The Swedish Club needs to hire some part-time staff. Duties for the following positions are  
15 somewhat flexible and we might consider combining them for someone willing and able to  
16 assume multiple responsibilities. Call 206-283-1090 for more information.

- 17 • Lunch chef: Prepare and serve meals for our Friday lunch service when it resumes. Kitchen  
18 experience required, preferably with Swedish cuisine.
- 19 • Maintenance: Indoor/outdoor cleaning, housekeeping and light repairs.
- 20 • Event coordinator: Answer phones; serve as building receptionist; plan and coordinate events  
21 (help with reservations and attendance, room setup/ cleanup, liaison with guests and attendees).

22 5.367. On or about August 26, 2021 Ms. Campbell visited the Swedish Club to see how  
23 things were going and visit with Ms. Leander. Before she saw Ms. Leander Ms. Campbell sat in  
24 the lobby and read the August newsletter that had the job opening announcements in it. Ms.  
25 Leander came over to where Ms. Campbell was sitting and they discussed the job openings, the  
26 pay, what the hours were. Ms. Leander short circuited the conversation and told Ms. Campbell not

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<sup>185</sup> Lea, Christine. Text message to Elizabeth Campbell. iMessages. Mon, Jan 15, 2024 6:04 PM.

1 even to think about applying, citing two things, Ms. Campbell’s disability, she said to Ms.  
2 Campbell “Don’t even think about it, you couldn’t do the job!” Later on Ms. Leander and Ms.  
3 Campbell were in Ms. Leander’s office – that’s when Ms. Leander told her that the people in  
4 charge of the kitchen had a bias against “American cooks,” that only Swedish cooks were used at  
5 the Swedish Club.

6 5.368. On August 27, 2021 Ms. Campbell wrote defendant Lars Matthiesen about Ms.  
7 Leander’s comments about the national origin bias in hiring at the Swedish Club,

8 “Swedish Club Nonsense

9 “Really, I was informed yesterday [08/26] that I wasn’t Swedish enough. Your words came  
10 back to me. I fully understand what you said. It really is a thing. But more to the point and  
11 key to Swedish Club operations, that the “Swedish snobbishness,” that is what Kristine  
12 called it yesterday, it is a big factor in the food operations, because what she told me, that  
13 for years now there has been and is a refusal in the SC kitchen to work with ‘American  
14 chefs’ - they don’t, in Malin’s, in the Swedish doyennes of culinary endeavors minds at the  
15 SC, this is what Kristine told me they (and I think her) think - American chefs don’t cook  
16 right. Because - astonishingly to me I was told this yesterday - they don’t speak Swedish,  
17 they haven’t lived in Sweden, therefore they cannot possibly or properly cook things  
18 ‘Swedish’.

15 “That is the most stupid thing I have ever heard of. And why? Because look, even with my  
16 late entry to the Scandinavian as tradition and heritage cuisine scene, the really poor quality  
17 of food and its presentation - it defies the Swedish clouded and conceited attitude by those  
18 women, and it is women, that there is something superior being produced by ‘real Swedish  
19 people’ at the SC. OMG. And then as an experienced and superior baker and cook,  
20 domestically and commercially, the things I listened to about the whole setup with the  
21 kitchen and food is just - what? Flabbergasting.”

20 5.369. On September 16, 2022 Ms. Campbell wrote Mr. Matthiesen again about Ms.  
21 Leander and Ms. M. Jonsson only allowing Swedish cooks to work in the kitchen:

21 “There was a lot more said about other things that I will write about later.”<sup>186</sup>

22 “I find that Malin...acts like she is so proficient and stellar running the kitchen, as a chef,  
23 particularly as a Swedish Chef...Then as I told you Kristine telling me that the Swedish  
24 chef’s at the club didn’t want anyone who is not Swedish in the kitchen so to speak, I just  
25 think to myself really. What is it we are so jealously guarding.”<sup>187</sup>

25 <sup>186</sup> Campbell, Elizabeth. “Letter to Lars Matthiesen: What’s on my Mind”. Facebook, 28 Aug.  
2021, 3:20 AM, <https://bit.ly/3D042Cx>

26 <sup>187</sup> Campbell, Elizabeth. “Letter to Lars Matthiesen: Switching it up further...”. Facebook, 16 Sep. 2021, 10:05  
AM, <https://bit.ly/3ybLtqK>

1 5.370. Ms. Leander likewise touted Mr. Charles’ “Swedish-ness” as a factor for her  
2 making him the chef in charge of the dinners for the rest of January 2022 instead of Ms. Campbell;  
3 Ms. Leander was giving Mr. Charles national-origin based preferential treatment, “R.C. Charles  
4 will do the honor of making the meatballs.”<sup>188</sup>

5 5.371. On August 20, 2021 shortly after hiring Wendy Lundin Clark for the event  
6 coordinator position Ms. Leander sent out an email to some of her “insiders” including Ms.  
7 Campbell, announcing Ms. Clark’s hire, “I’m pleased to report that Wendy Lundin Clark is  
8 taking the position of Event Manager at the Swedish Club...Wendy grew up in a Swedish-  
9 American home and brings an awareness of Swedish holidays, etc.”

10 5.372. At the board meeting on September 1, 2021 Ms. Leander again emphasized Ms.  
11 Clark’s “Swedish-ness,” “I’ve hired Wendy Lundin Clark to become our new Event manager.  
12 She starts Friday, Sept. 3. She grew up in a Swedish household and is very familiar with  
13 Swedish holidays.”<sup>189</sup>

14 5.373. On January 5, 2022 Ms. Leander reported to the Board about her progress towards  
15 finding a new chef for the Swedish Club, emphasizing in her Executive Director’s report and at the  
16 meeting, “I plan to start searching at culinary schools in Sweden.”<sup>190</sup>

17 5.374. The minutes for the January 5, 2022 Board meeting also reflect the discussion  
18 between Ms. Leander and the board members, it is a Swedish national chef she is looking for,  
19 “Send contacts for potential Chef’s [sic] that are experienced in Swedish cuisine to Kristine.  
20 Kristine will search for a chef from Sweden.”<sup>191</sup>

21 5.375. At the February 20, 2022 meeting of the Food Service Committee, Kristine  
22 expressed her preference to find a Swedish chef for the Club, and discussed with committee  
23

24 <sup>188</sup> Leander, Kristine. “Gunnar & Birgitta Wallin's meatball recipe--Jan 28.” Gmail. Thu, Jan 6, 2022 at 3:41 PM

25 <sup>189</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Sept 1, 2021.” Swedish Club. September 1,  
2021.

26 <sup>190</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Jan. 5, 2022.” Swedish Club. January 5,  
2022.

<sup>191</sup> Emerson, Mary. “Swedish Club Board Meeting Minutes January 5, 2022.” Swedish Club. January 5, 2022.

1 members Judith Dern and Lori Ann Reinhall the preference to have someone like that, they agreed  
2 with her, and then went on to discuss where to find such a person, and how Ms. Leander’s progress  
3 in that regard was going.

4 5.376. On November 2, 2022 Ms. Leander wrote in her executive director’s report to the  
5 Board about hiring defendant Ms. Alaimo as the HR director, she wrote, “Sarah is a Southern  
6 California girl with a solid Finnish background.”<sup>192</sup> At the board meeting that night Ms. Leander  
7 formally introduced Ms. Alaimo to the Board as the Club’s new human resources director.

8 Ms. Leander stressed during her remarks that Ms. Alaimo had Finnish heritage, and she  
9 mentioned Ms. Alaimo’s family’s past Scandinavian associations in Seattle. When Ms. Leander  
10 made her comments Ms. Campbell noted at the time, the board murmured as a group – like Ms.  
11 Alaimo’s Finnish/Scandinavian connections were providential – like Ms. Alaimo’s hiring had been  
12 pre-ordained because she had Finnish/Scandinavian heritage.

13 5.377. Ms. Campbell had witnessed this response often at the Swedish Club, the  
14 murmuring about the providential nature of hiring or bringing someone on board who had  
15 Swedish/Scandinavian roots. This was Ms. Leander’s offer of proof she presented and the  
16 response of others to her hires, it was a cosmic sign if the new hire was Scandinavian, but  
17 especially so if they were Swedish.

18 5.378. Between October 2022 and February 2023, the board of directors, Ms. Lucas, and  
19 Ms. Alaimo conducted a confidential search for the Swedish Club’s next executive director. Ms.  
20 Campbell is informed and believes and upon such information and belief alleges that by February  
21 2023 the three finalists for the position were all individuals well-known for their Scandinavian,  
22 Swedish heritage and connections, Ms. Malin Jonsson, Ms. Jenny Iverson, and Elizabeth Norgren;  
23 all well known for their Swedish/Scandinavian heritage and connections in Seattle; and that the  
24 hiring decision the board made was based in no small part on the individual having Scandinavian  
25 heritage, with the preference going to Swedish heritage.

26 <sup>192</sup> Norgren, Elizabeth. “Employee Spotlight.” Swedish Club News. Vol. 63, Issue 1. January 2024

1 **3. Ms. Campbell's Member and Employee Advocacy Activities at the Swedish Club**

2 5.379. Throughout 2022 on into 2023 Ms. Campbell tirelessly advocated as both a  
3 Swedish Club member and employee for inclusivity and civility policies and practices in the  
4 Club's business and social operations related to disability, age, gender, and national origin.

5 5.380. In January 2022 Ms. Campbell as both a Swedish Club member and employee  
6 advocated for an anti-member-on-member sexual and general harassment policy; as a result of her  
7 advocacy the Swedish Club board adopted an at least informal code of conduct within two months'  
8 time.

9 5.381. Throughout 2021 to March 2023 as both a Swedish Club member and employee  
10 Ms. Campbell wrote to and spoke to the executive director, to the SCBOD, and with fellow  
11 members and employees, advocating for Swedish Club compliance with health and food  
12 safety/kitchen cleanliness laws and regulations, for its compliance with employee health and safety,  
13 and employment laws, adherence to the Club's bylaws, adherence to financially sound and  
14 equitable business and employment practices at the Swedish Club, including but not limited to:

- 15 • Fiscally prudent business practices as part of the Swedish Club's food services  
16 department's operations.
- 17 • Compliance with State of Washington and King County food and worker health and  
18 safety laws and regulations.
- 19 • Compliance with US Title VII Civil Rights Act of 1964, Age Discrimination in  
20 Employment Act of 1967, Equal Employment Opportunities Act of 1972, and the  
21 Americans With Disabilities Act of 1990; Washington Law Against Discrimination  
(WLAD) RCW 49.60, WAC 162 et seq.; and Title 14.06 of the Seattle Municipal  
Code.
- 22 • Compliance with employment and employment taxation laws.
- 23 • The prevention of anti-sexual and general harassment activities that occur or may  
24 occur between employees and management staff, between members, and member-on-  
25 member social or verbal violence.
- 26 • Anti-Workplace violence – related to verbal and emotional abuse that targets  
employees and may occur between employees.
- Respect and ethical practices towards employees and members by the Swedish Club  
(its employees).

- Compliance with the *Amended and Restated Bylaws of the Swedish Cultural Center*.

5.382. Ms. Campbell engaged at the Swedish Club out of a genuine sense of caring for the institution, as a member with a feeling of kinship with others holding similar Swedish and Scandinavian heritage and cultural interests, out of her concern for the general welfare of the Swedish Club organization's stability and longevity, and out of a general concern for the welfare of Swedish Club members and employees.

5.383. Ms. Campbell engaged as a Swedish Club employee out of a genuine sense of positive regard for her job as an employee and as a member, intent upon providing excellent service to Club members, and intent upon contributing to make the operations of the Swedish Club functional and if not profitable, at least break-even.

5.384. Over time Ms. Campbell also engaged as an employee leader and advocate out of concern for how her colleague employees who had been and were similarly situated as Ms. Campbell – recipients as Ms. Campbell was of a range of abusive and tortious treatment by Ms. Leander, Ms. Alaimo, Ms. Lucas, Ms. Hayes, and by Ms. Smith, subjected by each to thoughtless, to dismissive, to downright discriminatory and emotionally and socially damaging treatment.

5.385. Over time and out of necessity, as Ms. Campbell's tenure and experiences as first a member and then as an employee of the Swedish Club unfolded, Ms. Campbell initially and naively didn't catch the nuances and negative implications for herself, the social danger she put herself in as an advocate, vis-à-vis the behavior and activities the defendants were engaging in to if not undermine Ms. Campbell's activities, to at least damage at some level her social status, her standing as a member and as an employee, and intentionally or not, to undermine Ms. Campbell's emotional and mental wellbeing.

5.386. As Ms. Campbell's awareness grew about social, operational, financial, and leadership challenges at the Swedish Club she sparingly and judiciously used her decades of social justice experience, knowledge, and talents to encourage awareness, transparency, thoughtful improvements, or nominal reforms at the Swedish Club.

1 5.387. Ms. Campbell’s approach was a measured response built upon observing, talking  
2 and learning perspectives from others, researching past and then current documentation about the  
3 Swedish Club’s history, objectives, leaders, programming, finances, its past and present  
4 relationship to the local general community and Scandinavian community.

5 5.388. Ms. Campbell assiduously avoided conflict with the defendants and sought 1)  
6 dialog and collaborative discussions with them, 2) voluntary and meaningful relief or resolution  
7 from defendants Ms. Leander, Ms. Hayes, Ms. Alaimo, Ms. Albright, and Swedish Club counsel,  
8 Perkins Coie. And as is her custom in life, she documented in pictures and in writing much of her  
9 Swedish Club experience related to the day-to-day life of working and socializing at the Club.

10 5.389. Failing her first and second levels of inquiry and engagement at the Swedish Club  
11 leadership, throughout 2022 on into March 2023 Ms. Campbell reasoned with, sought relief,  
12 resolution, or reform from the persons vested with the stewardship of the Swedish Club - its Board  
13 of Directors. She believed it was a responsible and reasonable choice to bring her concerns to  
14 them, and from an employee standpoint that was the protocol laid out in the *Employee Handbook*,  
15 to both inform them or to petition them as circumstances required.

16 5.390. The Swedish Club Board of Directors (hereinafter “SCBOD”) is charged with the  
17 governance of the Swedish Club as well as is responsible for the business and social environment  
18 the Club operates in:

19 “All corporate powers shall be exercised by or under the authority of the board of  
20 directors, and the activities and affairs of the corporation shall be managed by or under  
21 the direction, and subject to the oversight, of the board of directors, subject only to  
22 any powers expressly reserved to the corporation's membership or other persons in the  
23 articles or bylaws.”<sup>193</sup>

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26 <sup>193</sup> RCW 24.03A.490 Board of directors—Authority

1           5.391. The SCBOD is responsible for the financial and legal wellbeing of the Swedish  
2 Club. At the time of her engagement with the SCBOD Ms. Campbell knew and understood  
3 that each individual director had corporate and statutory duties to fulfill and actively abide by;  
4 in accordance with the *Bylaws*, Article 5. Standards of Conduct for Officers and Directors,  
5 Section 5.1:

6           Duties of Care and Loyalty

7           Officers and Directors shall discharge their respective duties, including the duties of any  
8 committee of the Board upon which a Director may serve:

- 9           (a) In good faith;
- 10           (b) With such care, including reasonable inquiry, as an ordinary prudent person in like  
11 position would exercise under similar circumstances; and
- 12           (c) In a manner such Officer or Director believes to be in the best interests of the  
13 corporation; and

14 in accordance with the Revised Code of Washington:

15           (1) Each director, when discharging the duties of a director, shall act:

- 16           (a) In good faith;
- 17           (b) With the care an ordinarily prudent person in a like position would exercise  
18 under similar circumstances; and
- 19           (c) In a manner the director reasonably believes to be in the best interests of  
20 the nonprofit corporation.<sup>194</sup>

21           5.392. Failing to achieve a functional response through the multiple internal levels of  
22 possible recourse and redress, Ms. Campbell sought to 3) inform, report, or otherwise seek  
23 guidance, support, or relief against the Swedish Club from the government agencies at the federal,  
24 state, and local level.

25           In April and May of 2022 Ms. Campbell filed complaints with the City of Seattle Office of  
26 Civil Rights (04-20-22), the Washington State Human Rights Commission (04-29-22), and the  
U.S. EEOC (05-01-22), alleging that she had been subjected to a range of negative actions by first  
predominately Ms. Leander involving discriminatory activity, ADA violations, being subjected to a

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<sup>194</sup> RCW 24.03A.495 Standards of conduct for directors.



1 hostile workplace, retaliation, and other activity related to civil and criminal justice acts that have  
2 occurred in this matter. She believed the civil authorities had the power to intervene at some level,

3 A copy of the complaint documents Ms. Campbell filed with the U.S. EEOC, Washington  
4 Human Rights Commission (“WHRC”), and the Seattle Office of Civil Rights (“SOCR”) are  
5 incorporated herein by reference as if reproduced in their entirety.

6 On May 5, 2022 Ms. Campbell sent a litigation hold letter to the president of the SCBOD,  
7 Shama Albright, advising the Swedish Club of pending litigation from Ms. Campbell.

8 5.393. On April 17, 2023 in light of multiple personnel changes at the Swedish Club,  
9 including that it had a new executive director, Ms. Campbell resent the litigation hold letter to the  
10 SCBOD, defendant Elizabeth Norgren, and the Club’s legal counsel, Perkins Coie; with the note:

11 “With the advent of the new executive director and the HR agent for Great American  
12 Insurance filling key positions now at the Swedish Club I feel it might be a good time to  
13 send this reminder to ensure the integrity of the records held by the Swedish Club. Please  
14 find attached a copy of the Litigation hold letter from May 5, 2022 - it is still in effect. The  
15 reminders and implications of abiding by the imperatives of the letter have never ceased  
16 to exist. They continue to today and into the future.”

17 5.394. Shortly after filing her complaints with the governmental agencies, Ms. Campbell  
18 was subjected to an ongoing \$79,000 internal investigation starting in May 2022 by attorneys that  
19 in essence Ms. Leander and the SCBOD had arrayed against her.

20 On Wednesday, May 25, 2022 the SCBOD president informed Ms. Campbell that the  
21 board had hired legal counsel to conduct an investigation into Ms. Campbell’s “employment  
22 concerns.” Ms. Campbell was asked to comply and submit to an interview with the attorneys  
23 within the week.

24 5.395. Ms. Campbell responded the next morning, clarifying that the complaints she had  
25 filed were not just employment related but were *also related to her club membership*; she asked  
26 about the true nature of the investigation, and that she would be available the following week:

“To further clarify, this situation is not limited to me as an "employee". It crossed the  
line last year for me both ways, related to my membership, related for example to how  
my concerns have been handled and not handled, related to the health and safety of

1 the visitors and employees of the Club, related to the contract between the Club and  
2 its members, and related to how members are being allowed to be treated at the Club  
3 by others. There are a lot of things that are crossing back and forth. I feel all the time  
4 now my employment is being held hostage, there is this ongoing harassment that I'm  
5 being subjected to as both a member and as an employee.

6 "I'm open to a discussion, however I would like to hear about the purpose and need  
7 for this discussion, what the goals are, where information is going or not going to, any  
8 provisions for confidentiality, and whether there is going to be a recording made or  
9 not even. Is this an in-person interview, or is it a phone or Zoom interview? And  
10 realistically - this week is over in terms of time.

11 "It is now Thursday, I am in a cycle today and tomorrow where I am preparing food for  
12 Friday evening and therefore I do not have time to take out of my schedule for an  
13 interview - that holds true each week at this time in the week. At best I feel any  
14 scheduling should aim for next week, on or before Wednesday, June 1st, and if not  
15 then, the same time frame the following week."<sup>195</sup>

16 5.396. The investigation into Ms. Campbell and her charges and allegations against the  
17 Swedish Club, Ms. Leander, the SCBOD, and Mr. Matthiesen was conducted over an  
18 approximately five month period, cost the club just short of \$80,000, and culminated in essentially  
19 nothing of value in terms of their being a resolution to the matters Ms. Campbell had objected to,  
20 much less a cessation of the hostile, retaliatory manner Ms. Leander continued to treat Ms.  
21 Campbell in as both an employee and as a member.

22 5.397. The complete catalog of the 2022 communications, documents, and other materials  
23 exchanged between Ms. Campbell, the SCBOD, with the SCBOD president, with the Swedish  
24 Club's legal counsel, Perkins Coie LLP, and others has been compiled in a 77 page PDF file and is  
25 incorporated herein by reference and made a part of this pleading as if set forth in full herein as –  
26 *5-06-22 Copy of SC Comm w SC Attorneys 10-07-22.pdf*

5.398. During the same time period when the attorneys were engaged in subjecting Ms.  
Campbell to scrutiny, she continued to not be hired or promoted to open Swedish Club jobs for  
which she was qualified, had applied or asked for.

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<sup>195</sup> Campbell, Elizabeth. "Interview." Gmail. Thursday, May 26, 2022 8:20 AM

1           5.399. Ms. Leander continued to engage in her micro-aggression campaign against Ms.  
2 Campbell - her hours were reduced, she was limited to only being allowed to provide desserts, her  
3 job status as a designated cook was extinguished by Ms. Leander on August 26, 2022, Ms. Leander  
4 informed Ms. Campbell she was now a “dessert cook”; her status as a member and as an employee  
5 thrown into doubt, her membership rights and privileges obstructed or withheld, for example  
6 continuing to deny Ms. Campbell the right to attend the SCBOD’s building and finance committee  
7 meetings.

8           5.400. In addition, Ms. Campbell discovered that she was paid far less than her male  
9 counterpart, RC Charles. At the time Ms. Campbell was paid \$19 per hour, Mr. Charles received  
10 \$24 per hour; he received a job promotion, on August 26<sup>th</sup> he was promoted from cook to sous  
11 chef; his hours were substantially expanded, when Tom Perricone in late-July unilaterally chose to  
12 stop doing the Wednesday night supper, Ms. Leander assigned that responsibility to Mr. Charles  
13 which he continued to do from August to December 2022; Ms. Leander also granted Mr. Charles  
14 the right to receive tips for his dining room services, even though Ms. Campbell was in the dining  
15 room providing the same guest services as Mr. Charles; as well as he was granted the autonomy to  
16 be a chef for dinners in late August and early September 2022; and for the rest of 2022 on into  
17 2023 Mr. Charles was given regular hours and greater involvement in the kitchen operations – had  
18 stable hours, was privy to the planning for meals and events, and privileged with far more work  
19 hours than Ms. Campbell.

20           5.401. Ms. Leander also ensured during 2022 on into 2023 that Ms. Campbell was kept in  
21 an isolated state, excluded from meetings, not treated as if she were part of the kitchen/foodservice  
22 operations of the Swedish Club.

23           Ms. Campbell brought this to Ms. Leander’s attention on July 27, 2022 in an email,  
24 Subject: *Request, Resumption of the Tuesday Foodservice Meetings*, and it was cc’d to the other  
25 kitchen/event staff – written in a constructive manner:  
26

1 "Since you hired Jocelyn and Tom in late April you ceased holding the Tuesday  
2 foodservice meetings. I feel since then there is a lack of continuity and  
3 comprehensive planning for upcoming meals. Meal information and ideas I feel are  
disjointed or not timely.

4 "I'm reminded of that with each of these weekly What's Coming Up missives you  
5 send out, today's (7/26) no exception. Some events with meals have no dishes listed  
6 for them, others have a main dish listed but no dessert. Wednesdays there is no  
7 indication what is really being served besides "soup," "salad," and "bread." And of  
8 course in general the salads that we used to feature as entrées or side salads that we  
9 could draw a member's attention to, those also came out of those Tuesday menu  
10 planning meetings, they are nowhere to be found either.

11 "In the past I feel that the club benefitted and the staff benefitted from being able  
12 to discuss menus as a group, plan, and share what was coming up in regards to the  
13 food - all was a function of that Tuesday mid morning cooks' meeting that we had  
14 every week with you, RC, Wendy, and myself."

15 Ms. Leander's same-day response was to deny she had had the meetings in the first  
16 place, then to dissemble, and then to offer up one of her unsustainable "explanations". She  
17 told Ms. Campbell to remove one of the recipients from the thread, and then set out her  
18 falsehoods:

19 "We have not had meetings because it's expensive to bring Tom in from Issaquah  
20 (or wherever on the Eastside he lives) and RC from Mercer Island for a one-hour  
21 meeting. Also, Tom's schedule, which he kindly changed to accommodate Jocelynn's  
22 abrupt leaving taking, has been irregular. We have had to make last-minute  
23 decisions. Nevertheless, we have greatly appreciated his flexibility and loyalty to the  
24 Club's needs...And we won't be implementing any food service meetings until we  
25 solve the issue of bringing in a new chef."

26 Her claims to the contrary – Ms. Leander did continue to have kitchen staff meetings  
and foodservice planning communications that excluded Ms. Campbell, with by turns RC  
Charles, Christine Ross, Ann-Margret Lightle, Christo Yaranoff, and others in all of the  
ensuing months of September 2022 to March 2023.

5.402. On August 11, 2022 Ms. Campbell noted again how she had been isolated by Ms.  
Leander in a draft of a letter she started that day. It memorializes the mistreatment she had been  
receiving at Ms. Leander's hands,

1 “In fact, I think it is fair to interject this here about teams and team building things at the  
2 Swedish Club, just nine days prior to the meeting on the 5th I had attempted once again  
to initiate a team building effort with Kristine.

3 On July 27, 2022 I wrote Kristine and asked her to re-establish the regularly scheduled  
4 Tuesday meeting of the food team. She declined to do that. From December 2021 and up  
5 and until Jocelynn was hired at the end of April that weekly Tuesday meeting had been a  
6 productive time where we could collectively focus on Swedish Club food, a weekly time  
where all of the foodservice department related business was planned and discussed  
between the foodservice team members - Wendy, Kristine, RC, and myself.

7 Once Jocelynn was hired that practice ended; once Tom was hired the practice continued  
8 to be ended. Mostly why I think the Tuesday foodservice meeting was ended by Kristine  
9 is in order to intentionally keep me in the dark, excluded from the majority of the  
foodservice planning and information.

10 I would note, Kristine religiously meets with her other employees, maintenance, event,  
11 and building. It was like I was placed on a need-to-know basis - certainly not consulted  
12 about anything outside of what dessert was I making, only finding out global foodservice  
13 information from Kristine, not Jocelynn or Tom, often after the fact, even far after the fact,  
and then what information Kristine gives me I feel it is most likely inconsequential  
information at that.”

14 5.403. On November 29, 2022 Ms. Campbell brought the matter of Ms. Leander isolating  
15 her to the attention of recent HR hire, defendant Sarah Alaimo – both in writing and during their  
16 meeting in Ms. Alaimo’s office that day. Ms. Campbell wrote in the letter she gave to Ms. Alaimo:

17 [a] Kristine continued cutting me out of the the food service department in earnest the  
18 last week of April [2022], first week of May when she hired Jocelynn Lillis to be the  
19 Foodservice Manager/Chef. From that point on she shut me out of all food service  
20 meetings that included her chef du jour, RC, with other employees, with other member  
21 participants, and has shut me out of the general ongoing knowledge and planning for  
Swedish Club meals and its events with food. She has never allowed me back in with the  
“team” since then. A period of now some seven months (November 2022). The last food  
staff meeting Kristine invited me to was on May 3, 2022.<sup>196</sup>

22 [b] “On Wednesday, [11/19/22,] day of the dinner, there were some idle texts exchanged  
23 between Christine Ross and I, but at 4:30 PM, two hours before the dinner that evening,  
24 Christine I feel dropped some new information on me about the dessert service, new plans  
25 about how it was going to roll out. She said that her, Sean, and Kristine, had been making  
their plans the day before and during Wednesday for serving the the dessert; like how the

26 <sup>196</sup> Campbell, Elizabeth. “EAC Complaint to SAlaimo Re SC Employment Enviro 11-29-22.docx.” Page 14.  
November 29, 2022. Hand delivered to Ms. Alaimo and at in person meeting with her the same day.

1 dessert service was going to be vested with Sean, RC was going to help...the reality is it  
2 sounded like it was a literal change to the plans Kristine had made with me. Like I was cut  
3 out of it – that’s how it was presented to me by Christine...I agreed but noted to myself  
4 about Kristine apparently dumping the plans and arrangements she had made with me  
5 the person in charge of desserts, and now running off with the maintenance worker and  
6 the other part of the foodservice operation and not telling me a thing about the change in  
7 plans. I continued to do the setup for the dessert, getting the glasses, spoons, sparklers  
8 ready to go. On reflection though I figured out that clearly a whole conversation between  
9 Sean and Christine, and Kristine about the dessert had gone on without me. I felt  
10 disrespected by that treatment, including by Kristine and Christine [Ross].”<sup>197</sup>

11 5.404. Ms. Campbell also not only spoke to and informed Ms. Alaimo on November 29,  
12 2022 about the isolating tactics Ms. Leander had been employing against her, but also about Ms.  
13 Leander defaming Ms. Campbell, putting her in a false light to others, including but not limited to  
14 Ms. Campbell’s employee colleagues:

15 “In addition, not only has Kristine set in place this exclusionary, isolating policy where I am  
16 concerned, but the existence of it alone results in the diminishment of me in the eyes of  
17 the other employees. In that same vein, I have also come to learn that likewise Kristine  
18 has made it a point to tell employees her derogatory version of me, to share information  
19 with certain employees, the latest Christine Ross and Sean, things related to my  
20 employment and membership in the Club. I believe Kristine does that, that her actions in  
21 that regard are solely intended to undermine my employment status, my reputation, and  
22 intended to bolster Kristine’s power and status, bolster what I feel are her personal feelings  
23 of animus towards me.

24 “An example of the latter things is that from day one of their employment, Kristine has  
25 informed in succession, each of her then recent head chef hires, Jocelynn Lillis (May 2022),  
26 Tom Pericone (May 2022), and Christine Ross (August 2022) her version of the  
discrimination complaints I have filed against the Swedish Club; Kristine has delivered to  
each her opinions of me, and then over the course of theirs and my employment arranged  
for the operation of the food service department to function in such a way that I am  
isolated from the planning and operations, only intersected with kitchen employees in a  
limited way.”<sup>198</sup>

5.405. Ms. Campbell’s closing remarks in her November 29<sup>th</sup> letter to Ms. Alaimo, and  
she believed the SCBOD, about the isolation she was experiencing at the Swedish Club were:

<sup>197</sup> Campbell, Elizabeth. “EAC Complaint to SAlaimo Re SC Employment Enviro 11-29-22.docx.” Page 5.  
November 29, 2022. Hand delivered to Ms. Alaimo and at in person meeting with her the same day.

<sup>198</sup> Campbell, Elizabeth. “EAC Complaint to SAlaimo Re SC Employment Enviro 11-29-22.docx.” Page 15.  
November 29, 2022. Hand delivered to Ms. Alaimo and at in person meeting with her the same day.

1 “This has all coalesced then and since, and some more – I can clearly see how over the year  
2 I had been defined and made into somewhat of a hot potato with the employees, with the  
3 people that Kristine was hoping to put into her key, management positions in the kitchen  
4 – yeah, I could do the desserts, but not do anything else, I could be there, but certainly in  
5 isolation, she has not and will not treat me as part of the team, and then stealthily and  
6 steadily undermines even what little portion I have of the regular food service work and  
intermittent special event food related work. All of this is now abundantly clear, and is  
very clear in not just my in-person conversations with Tom Pericone and now Christine  
Ross, but it is all there in the text exchanges with Christine”<sup>199</sup>

7 5.406. Ms. Campbell continued to be subjected to a range of retaliatory actions, including  
8 being wrongfully terminated on March 9, 2023. The termination carried with it a high level of  
9 opprobrium and defamation being heaped on Ms. Campbell via Ms. Alaimo’s acts, starting with  
10 her March 3rd suspension of Ms. Campbell, and her March 9th letter wherein she notified Ms.  
11 Campbell that she was not to set foot on the Swedish Club premises under any circumstances,  
12 including as a guest of another member, or as a member of the public, “Until further notice, you are  
13 not to be on club premises as an employee, member, volunteer, guest of a member, or in any other  
14 capacity.”

15 That for Ms. Campbell was a final insult, and a final blow to absolutely put Ms. Campbell  
16 in a terrible light, a false light.

17 Ms. Campbell is informed and believes and upon information and belief alleges that the  
18 absolute intent of terminating her employment, destroying her membership relationship, and then  
19 banning Ms. Campbell from the property was an effort and intent to destroy Ms. Campbell’s  
20 reputation by Defendants Lucas, Hayes, Leander, Alaimo, Norgren, Sund, Olson, Albright, K.  
21 Johansson, M. Johansson, Odderson, and Lane Powell PC.

22 5.407. In fact, Ms. Lucas was one of the first people that Ms. Campbell heard about,  
23 engaging in making defamatory statements about her. On April 12, 2023 Patricia Charles was at  
24 the Swedish Club gardening when Ms. Lucas came out of the building and asked her what she was  
25

26 <sup>199</sup> Campbell, Elizabeth. “EAC Complaint to SAlaimo Re SC Employment Enviro 11-29-22.docx.” Page 13.  
November 29, 2022. Hand delivered to Ms. Alaimo and at in person meeting with her the same day.

1 doing. Ms. Charles in turn asked what was her “beef” with Ms. Campbell. Ms. Lucas made false  
2 accusations against Ms. Campbell including falsely claiming that Ms. Campbell was fired because  
3 she was rude to customers.

4 5.408. Barring all the foregoing, Ms. Campbell 4) now seeks judicial relief, redress, and  
5 recompense related to the mistreatment, machinations, and outright shocking and offensive  
6 behavior each of the defendants has carried out against Ms. Campbell, that has been a direct and  
7 proximate cause of her injuries, emotional, psychological, physical, economic and her broken sense  
8 of safety and general wellbeing.

9 5.409. Despite the SCBOD and its officers receiving multiple notices and requests from  
10 Ms. Campbell and others about Ms. Leander’s abusive attitude towards and treatment of Ms.  
11 Campbell and other employees, the board, its officers and members stood by for over a year while  
12 Ms. Leander fomented rancor among members and employees, presided over, both a physically  
13 and an emotionally abusive workplace.

14 5.410. During Ms. Leander’s tenure as executive director there have been physical assaults  
15 between employees, against Club members, and a rape. There have been incidents of sexual  
16 harassment and general harassment of members and employees – many where Ms. Campbell is  
17 informed and believes and on that basis alleges that Ms. Leander by turns had a direct hand in  
18 them, directed them, participated in them, knew of them, approved of them, or often covered them  
19 up.

20 5.411. In the last eight months of her employment Ms. Campbell observed that the number  
21 of verbal assaults between Ms. Leander and employees, Mr. Rahman and employees, Ms. Hayes  
22 and employees, between kitchen employees, between maintenance employees, between kitchen  
23 and maintenance employees escalated and became an almost daily occurrence.

24 5.412. An example of one of the notable, highly volatile incidents Ms. Campbell observed  
25 was an extremely abusive outburst by an employee against a Swedish Club member/contractor –  
26 and no corrective action was taken afterwards – it occurred on November 11, 2022.



1 5.413. That incident and others were reported by Ms. Campbell, in writing and hand  
2 delivered on November 29, 2022 to the then HR Director, Ms. Alaimo. Ms. Campbell also  
3 provided the same document to the SCBOD via a Google Drive Folder. Ms. Campbell stated:

4 "I am writing to bring attention to what I feel is the ongoing administrative dysfunction  
5 at the Swedish Club, as well as to report several upsetting and ongoing incidents that  
6 have taken place over the last two weeks, the work weeks of 11/07/22 through  
7 11/19/22, that have affected my emotional well-being, have even left me feeling  
8 apprehensive of two of the workers, Sean, and Kieta.

9 "I am also seeking redress or a remedial response that includes a commitment by the  
10 Swedish Club Board of Directors to intervene and begin the transformation of the  
11 management of the Club and the reorganization of employee administration and  
12 relations with the Club so that there is less dissension and disorder that I feel starts  
13 with the Executive Director, Kristine Leander, and her key lieutenants, Anis Rahman,  
14 and Toene Hayes.

15 "I am giving notice to the Swedish Club as part of this communication, these particular  
16 events before and during the last two weeks are disturbing, they are unfortunately  
17 representative of the general working conditions and environment of the Swedish  
18 Club, the relationship between the management and employees for the last eleven  
19 months. These goings on and interactions between people at the Club are not isolated  
20 or unique. I will pursue legal redress if necessary if these things are not corrected.

21 ...

22 "I could hear voices being raised, and a lot of loud noise followed. I was in the next  
23 room, I heard it, some really outraged voices, one was Keita's, she had been working  
24 on dishwashing, now pans and dishes were being loudly banged, slammed around,  
25 there was a furor of some kind going on. I stayed working but within a minute Ann  
26 Margret<sup>[200]</sup> came out of the kitchen saying that if it where up to her she would give  
Keita her check and walking papers that night over what had just happened!

"Ann Margret told me she had asked Keita if she could assist her with getting some  
paper towels down from the top of the kitchen cabinet where they were  
inaccessible.<sup>5</sup> Keita had apparently objected, told her no."

5.414. Neither Ms. Alaimo, the SCBOD, nor anyone else in a position of authority ever  
directly responded to Ms. Campbell's demands and allegations in her letter. Instead, when Ms.  
Alaimo was asked later on by Ms. Campbell about whether there was any follow-up regarding the

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<sup>200</sup> It should be noted that Ann-Margret is an elderly woman over 75 years old, and a decades long member of the Swedish Club.

1 matters she had brought up in the November 29<sup>th</sup> letter, Ms. Alaimo did what Ms. Campbell came  
2 to observe about her, she engaged in what became her standard pose and response – acted cutesy  
3 and said with a laugh inanities, never responded directly; although this time she added that Ms.  
4 Leander would be leaving the Swedish Club soon. The way Ms. Alaimo said it Ms. Campbell got  
5 the impression that Ms. Leander had been forced out of her executive director position.

6 5.415. Another particularly shocking and ironic example of the verbal fights between the  
7 management staff and line workers that Ms. Campbell observed was on January 7, 2023. Standing  
8 in front of the table where Ms. Campbell was working Mr. Rahman the Swedish Club’s Director of  
9 Operations delivered a loud tongue lashing to his employee, “Danny”. Mr. Rahman was angrily  
10 berating Danny telling him to not yell at a fellow employee when he was working with them, that  
11 Danny should calmly explain things to the other employee when he wanted his compliance.

12 5.416. The angry exchange between Mr. Rahman and his employee was so ironic and the  
13 circumstances it was taking place in were so dysfunctional that Ms. Campbell described it all in a  
14 text message to a former lead employee of the Swedish Club, “I sat in the Vasa room yesterday  
15 doing my work - would you believe it still had junk, garbage etc. left over from New Years. by the  
16 afternoon you could smell the garbage. Anis had sat and quarreled with Danny, the longest  
17 surviving setup guy, that morning, but he offered no supervision - direction, Danny was on his own  
18 and it was all day before it was mostly cleaned up for the pancake breakfast...the new Jeff - he’s  
19 already gotten into fights - he’s quitting, he’s not working with people, etc. And they hired him  
20 anyway.”

21 5.417. That verbal altercation was also reported by Ms. Campbell to Ms. Alaimo. Again,  
22 Ms. Campbell believed no action was taken by Ms. Alaimo.

23 5.418. Over her last 14 months at the Swedish Club Ms. Campbell personally witnessed  
24 many other verbal altercations, again between Mr. Rahman and his employees, and then fights  
25 between his employees. Likewise, his employees engaged in screaming matches and arguments  
26

1 with Ms. Leander, as well as the bar employees, Mr. Hubner and Mr. Jefferson, got into full  
2 pitched arguments with Mr. Rahman;

3 5.419. The dysfunction and dissension between the supervisors and employees at the  
4 Swedish Club had gotten so bad, that it was a normative state during the time Ms. Campbell was a  
5 Swedish Club employee, but it also contributed to Ms. Campbell's distress over how she was  
6 treated, what she was being exposed to, and how there was no effort to stop the turmoil. It was  
7 upsetting and stressful for Ms. Campbell to have to witness the distress and upset other employees  
8 were going through.

9 5.420. On February 1, 2023, Ms. Campbell attended the SCBOD's monthly meeting.  
10 During the meeting Ms. Leander shared with the board a story about two maintenance workers  
11 arguing in front of the new Event Rental Coordinator she had just hired on January 30, 2023. Ms.  
12 Leander told the directors that the Event Coordinator yelled at the two men to stop arguing and  
13 they did. Ms. Leander wrapped up her comments to the board, that she had made a great hiring  
14 choice, it was good the woman could handle the workplace arguments and dissension between  
15 employees. The board members laughed at Ms. Leander's anecdote.

16 5.421. On April 20, 2022, Ms. Campbell filed a discrimination complaint with the City  
17 of Seattle, which is incorporated herein by reference, alleging the following:

18 "I am a Blue Card Member of the Swedish Club, I am a regular volunteer at the Swedish Club,  
19 and since November 24, 2021 to even date, I am also a part time employee of the Swedish  
20 Club...I am 69 years old, I have a long term mobility disability, I disclosed the disability to the  
21 management of the Club when I first started volunteering in September of 2020, I disclosed  
22 it to the Executive Director, Kristine Leander on July 23, 2020 - " I'm probably not a good  
23 candidate for things that require lifting and being on my feet for long - I have osteoarthritis  
24 in my knees."

25 "The matter of my disability, then my nationality, then my disability and age, then the matter  
26 of my long term, 36 year relationship with a member of the Club, that ended on December  
17, 2021 because of his abusive treatment of me, his sexual harassment and sexually  
predatory behavior, I feel have all been used against me by the Executive Director and  
specific Club members, including those holding responsible Club positions.

1 “This has been done to me as one, as a member, I have not been allowed to participate as a  
2 full Blue Card member because I am an employee, in contravention to the Swedish Club’s  
“Amended and Restated Bylaws of the Swedish Club” adopted on November 20, 2019.

3 “And two, as an employee I feel all of my protected class attributes, including but not limited  
4 to disability, age, national origin have been used against me, and cited by the Executive  
5 Director as reasons for one, denying me employment in March-May 2021 because of my  
6 national origin - I was told that the other cooks would not allow someone who was not  
7 “Swedish” to work in the kitchen; that I was not “Swedish enough” - i.e. I had not lived in  
8 Sweden, was not a native speaker of Swedish, I did not have Swedish cooking skills, did not  
9 speak Swedish; I was denied employment in August of 2021, I was told by Kristine both that  
I could not apply for any job at the Swedish Club because I was disabled, and told by her that  
I could [sic] apply for any of the then current job openings because of my mobility disability  
- she said “You couldn’t do them!”; despite my having done many portions of the jobs and  
their job requirements as a volunteer for then over a year.

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10 “On March 17, 2022 I formally applied to the Swedish Club for the Foodservice Manager job.  
11 It was not formally acknowledged by the Executive Director; a few days after I applied she  
12 mentioned in a meeting that she had seen that I had applied. She told me she was not going  
13 to consider my application...I am struggling and being affected by what I feel is a hostile  
workplace. I have been stripped of or had my Blue Card membership rights affected and told  
it is related to my being an employee.”<sup>201</sup>

14 5.422. On April 29, 2022, Ms. Campbell filed another discrimination complaint with  
15 the State of Washington Human Rights Commission (hereinafter “WHRC”), which is  
16 incorporated herein by reference, alleging in part:

17 “I am being discriminated against at the Swedish Club, as an employee and as a  
18 member because of my disability, my age, my national origin, and because of a past  
19 relationship I had, the latter a form of sexual harassment. The persons doing this  
20 are the Executive Director, and the Board of Directors of the Swedish Club – the  
21 latter due to their failure to carry out their duties of oversight, accountability,  
22 fiduciary responsibilities, their failure to independently monitor and be informed  
23 about the operations of the Swedish Club (financially and operationally), and by  
24 their recent hostile and defamatory treatment of me over the last three months and  
particularly on April 20, 2021. On the evening of April 20th at the annual  
membership meeting of the Swedish Club, Club member and then board chair Gary  
Sund held me up for public opprobrium, ridicule, and humiliation in front of an  
audience of over 80 people, consisting of Club members, guests, and my fellow  
employees.

25 \_\_\_\_\_  
26 <sup>201</sup> Campbell, Elizabeth. “Complaint to City of Seattle Human Rights Department: Discrimination, retaliation,  
harassment.” April 20, 2022.

1 "I believe that the Executive Director led that intensely personal attack on me, in  
2 fact wrote Mr. Sund's remarks. I believe that it was intended to damage both my  
status as a member and as an employee.

3 "Moreover, it was intended to deeply damage my reputation, personally and as a  
4 member and as an employee, and that this action was 100% supported by Mr. Sund,  
5 by the Board of Directors, insider member friends of the Executive Director; no less  
6 than the Board President, Mr. Sund, stated as part of his defamatory statements  
7 against me that evening that he and the Board, other members, and the Executive  
8 Director were all in 100% agreement with the outright and implied statements he  
9 made against me, and by extension they were against my attaining a position of  
10 influence at the Club, becoming a board member.

11 "The person most actively engaging in the discriminatory activities and some of the  
12 activities that I believe arise to the level of harassment, are the management of the  
13 Swedish Club, the Executive Director, Kristine Leander; the discrimination and  
14 harassing, and vexing activities have been directed at me as both an employee and  
15 as a member of the Swedish Club. I also feel that an incredibly hostile environment  
16 is being maintained by Ms. Leander, Anis Rahman (facility manager), and Toene  
17 Hayes (bookkeeper). I feel their activities have been supported and assisted by the  
18 board of the Swedish Club, including its past president, now ex-officio, Mr. Sund."<sup>202</sup>

19 5.423. On April 29, 2022 and May 25, 2022, Ms. Campbell filed a discrimination  
20 complaint with the U.S. Equal Opportunity Commission, repeating the same claims from her  
21 WSHRC complaint about discrimination, retaliation, hostile workplace against the Swedish  
22 Club, that the discriminatory and retaliatory actions had been against Ms. Campbell as both a  
23 member *and* as an employee of the Swedish Club.

24 5.424. On May 4, 2022, Ms. Campbell sent to Ms. Leander and the Swedish Club board  
25 of directors a copy of her complaint to the Washington State Human Rights Commission.

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26 <sup>202</sup> Campbell, Elizabeth. "Discrimination Complaint to State of Washington Human Rights Commission." April  
29, 2022. Dropbox:  
<https://www.dropbox.com/s/9m3mk5g4qid7d7o/EACampbell%20Complaint%20WA%20ST%20Human%20Ri%20g%20hts%20Com%2004-29-2022.pdf?dl=0>

1           **4.       Ongoing Culture of Violence and Abuse of Swedish Club Employees**

2           5.425. The hostile workplace and abuse of workers and members alike took a distinct turn  
3 for the worse in 2023. On March 7, 2023, an extremely low bar of behavior took hold with the  
4 advent of Ms. Norgren’s control over the Swedish Club.

5           5.426. Like Ms. Leander before her, Ms. Norgren practiced a covert and surreptitious form  
6 of targeting and abuse of members and employees; from March 2023 to November 2023, Ms.  
7 Campbell has witnessed, and is informed and believes and upon such information and belief  
8 alleges that Ms. Norgren with the support and assistance (even the encouragement) of the SCBOD,  
9 in particular the Board president and vice president, defendants Shama Albright and Molly Smith,  
10 and certain other board members, with the ready support and assistance of her adjuncts and  
11 lieutenants, Sarah Alaimo and Joel Cambern, along with legal counsel, Lane Powell PC, attorneys  
12 Priya Vivian, Abe Lorber, and Jesse Miles, have upped the ante and all preside over what can at  
13 best be described as a reign of terror that involves cancelling, sidelining, castigating, intimidating,  
14 defaming, and humiliating certain Swedish Club members by threatening to terminate their  
15 membership rights or actually terminating their memberships, and doing a version of all that to the  
16 now former employees of the Club, picking them off, making specious claims about them, and in  
17 the case of Ms. Campbell, engaged in *post termination* targeting and further harassing her; on  
18 October 19, 2023 the Swedish Club’s attorneys, sending an unfounded Cease and Desist letter to  
19 Ms. Campbell. See also Exhibit P-5.

20           5.427. Each of these persons are individuals that the aforesaid executive directors/the  
21 SCBOD claim have crossed or displeased, who were engaging in statutorily protected activities,  
22 exercising their employment or membership rights, making inquiries about the operations and  
23 activities of the executive director(s), and working to understand the SCBOD’s engagement or lack  
24 thereof with Swedish Club’s finances, business operations, and other questionable activities.

1 5.428. Members and/or employees that have also been targeted have included but are  
2 not limited to, Christine Lea, Jared O'Connor, Chris Sisco, Paul Jefferson, Anis Rahman,  
3 Elizabeth Campbell, Christine Ross, James Skrinde, Julie Pheasant-Albright, Judy Cooper,  
4 Toene Hayes, Kristine Leander, Lorelei Stevens, and others that are afraid to have their names  
5 publicly divulged for fear of repercussions from Ms. Norgren or the current leadership of the  
6 SCBOD.

7 5.429. Ms. Campbell is informed and believes, and upon such information and belief  
8 alleges that it is no accident the uptick in the socially violent club and workplace culture that has  
9 taken hold under Ms. Norgren's tenure at the Swedish Club.

10 For example, Ms. Norgren has a documented history of even literal violence against others.  
11 In 2020 she was arrested by the Edmonds police department for smashing her son in the face with  
12 her fist and then lying to the police about the circumstances; she and her present lieutenants, along  
13 with Ms. Norgren's family members, have a history of infiltrating local Swedish cultural  
14 organizations, installing themselves in positions of authority, then using their command and control  
15 tactics to engage in a variety of extractive techniques to accrete power to themselves, hold their  
16 organizations hostage, and financially benefit themselves at the expense of the organization(s) they  
17 command.

18 5.430. The Swedish Club/Swedish Club Foundation with buildings and real estate assets  
19 conservatively estimated at over \$20 Million, and investments/equity worth \$4.5 Million, and with  
20 a small debt ratio of .0625 is an attractive opportunity for a takeover by individuals or groups less  
21 fortunate or hungry for financial opportunity.

22 **5. Ms. Campbell's Actual and Constructive Notices and Requests**  
23 **to the Swedish Club Board**

24 5.431. On January 4, 2022, Ms. Campbell requested that the SCBOD consider and  
25 institute an anti-harassment, anti-sexual harassment policy that applied to member-on-member  
26 situations, and member-on employee situations. She requested it in an effort to protect herself

1 from the then on-going harassment of her by Ms. Leander, and by, as she rightly feared thereafter,  
2 by Mr. Matthiesen in the past and the then present going forward.

3 5.432. Given the nature and subject of the request, Ms. Campbell's expectation was that  
4 the SCBOD would investigate the matter and engage the membership in the development of the  
5 policy – they did neither – in fact the new code was processed in secret, then once it was a fait  
6 accompli it was released at the March 2, 2022 board meeting:

7 a) Ms. Campbell attended the January 4, 2022 Board meeting and addressed the Board at  
8 the beginning of the meeting when members or visitors were given a brief moment to speak  
9 to the Board; Ms. Campbell introduced her request for the anti-harassment policy that would  
10 cover situations involving member mis-behaviors, not just employment related situations.

11 b) The Board convened to an executive session after the meeting without discussing  
12 anything about Ms. Campbell's code of conduct request.

13 c) The Board's secretary did not record the fact that Ms. Campbell had spoken to the Board  
14 in the meeting minutes for January 4<sup>th</sup>.

15 5.433. On May 2, 2022 Ms. Campbell sent a litigation hold letter to Ms. Leander and  
16 the SCBOD related to the two discrimination complaints and her plans barring resolution of  
17 certain matters to sue the Swedish Club for damages related to the impairment of Ms.  
18 Campbell's membership and the discrimination, hostile workplace, and retaliation related to  
19 her employment with the Swedish Club.

20 5.434. On May 4, 2022 at 6:02 PM Ms. Campbell sent a letter to both the Swedish  
21 Club's executive director, Ms. Lander and the Swedish Club Board of Directors president, Mr.  
22 Sund, advising them that she had filed a complaint with the sent a copy of the discrimination  
23 complaint she had filed against the Swedish Club with the Washington Human Rights  
24 Commission that detailed not only the discriminatory and harassing behavior Ms. Leander had  
25 been directing at Ms. Campbell but also the impairment of Ms. Campbell's membership rights  
26 at the Swedish Club.



1           5.435. On May 4, 2022 shortly after 6:00 PM Ms. Campbell attended the SCBOD's  
2 Zoom meeting. At the start of the meeting during the two minutes of time open for public  
3 comment Ms. Campbell read the following prepared statement to the Board, Ms. Leander, Anis  
4 Rahman, and Lorelei Stevens:

5           I would like to share something just really quickly. And I've sent you each a letter.  
6 I don't know that I hit all of the board members. But I'm advising you that I filed  
7 complaints with the City of Seattle and with the state Human Rights Commission and  
8 with the EEOC regarding treatment that I feel I've been subjected to, including  
9 discrimination for my age and my disability related to the work that I've done in the  
10 Food Service department, and I'm also complaining about a hostile work environment  
11 that I feel that I've been subjected to and in addition, I'm pursuing those prior to taking  
12 advantage of my opportunities for litigation.

13           I want you to know the way you treated me on April 20th and had that send up  
14 of me in front of about 80 people to prevent my being on the board, that was one of  
15 the most terrible things that I think that I've ever been treated.

16           This group here and by anybody I think that was the most horrible thing to have  
17 subjected me to. It was uncalled for and based on today's agenda, I can see that you  
18 still want to pursue this thing about preventing employees from being on the board.

19           But the last thing I would put, is isn't that a rich thing that the executive director  
20 wants to sit and make sure that people are not on the board that would oversee her?  
21 So there's nothing different than what I was doing, what she was accusing me of doing,  
22 what I feel she's doing now.

23           So on that note, I'm sorry that it's come to this. But I feel I've been given no other  
24 choice. So you'll see my letter. It's in the e-mail. So thank you for the opportunity to  
25 address the board.

26           5.436. Defendant and Board secretary Mary Emerson made a notation in the Board  
minutes for May 4, 2022, "Elizabeth Campbell indicated that she sent a letter to most board  
members advising that she sent complaints to the City of Seattle, the state Human Rights  
Commission, and the EEOC regarding treatment that she feels she has been subjected to at the  
Swedish Club."

          5.437. On May 4, 2022 Ms. Campbell sent a letter to both the Swedish Club's executive  
director, Ms. Lander and the Swedish Club Board of Directors president, Mr. Sund, advising them  
that she had filed an additional complaint with the Washington Human Rights Commission. She

1 attached a copy of the discrimination complaint she had filed against the Swedish Club. It detailed  
2 not only the discriminatory and harassing behavior Ms. Leander had been directing at Ms.  
3 Campbell but also the impairment of Ms. Campbell's membership rights at the Swedish Club, the  
4 discrimination she had been subjected to, the hostile workplace conditions, and the effect it all was  
5 having on Ms. Campbell:

6 "To be subjected to this treatment, the discrimination, the derogatory references to my  
7 disability, my age, my former relationship, this is appalling to me, it has brought me to  
8 my knees. It has been emotionally devastating, I have trouble sleeping, being happy, it  
9 is depressing. I have loved the Swedish Club experience, it brought purpose and  
10 direction initially. However, between you Kristine and the board, the terrible comments  
11 you make to me about so many members, my fellow employees, and I have worked my  
12 heart out both for pay and often not for pay on your behalf."

13 5.438. On May 18, 2022 Ms. Campbell notified by email the SCBOD's president Shama  
14 Albright (hereinafter "Ms. Albright") of the distressing conditions in the downstairs kitchen,  
15 including that there were multiple employee and food health and safety regulations being violated  
16 as well as many operational challenges that Ms. Leander and Mr. Rahman were responsible for.

17 5.439. On May 31, 2022 Ms. Campbell met with the Swedish Club's attorneys from  
18 Perkins Coie and shared with them her experiences at the Swedish Club wherein she had been  
19 discriminated against by Ms. Leander related to disability, age, and national origin; shared with  
20 them the range of harassing activities that Ms. Leander had subjected Ms. Campbell to in general,  
21 and shared what had occurred related to the matter of Mr. Matthiesen and Ms. Leander and theirs  
22 and others' defamation and harassment of Ms. Campbell.

23 5.440. Over the next three months of 2022, on into August 2022, Ms. Campbell from time  
24 to time continued to update and supplement the initial information she supplied to the Club's  
25 Perkins Coie lawyers, the SCBOD, and to its president, Ms. Albright.

26 5.441. On June 22, 2022, Ms. Campbell sent notice to the SCBOD's president, Ms.  
Albright, and vice-president, Molly Olson Smith (hereinafter Ms. Smith) that Ms. Leander was  
continuing to wrongfully impair Ms. Campbell's membership rights by refusing to grant her access

1 to the SCBOD's standing committee meetings. The meetings were held by Zoom and only Ms.  
2 Leander could grant access to the meetings. The board did not intervene on Ms. Campbell's  
3 behalf.

4 5.442. In August 2022 successive documents and information downloads were sent from  
5 Ms. Campbell to both the SCBOD's attorneys at Perkins Coie, and the SCBOD's president, Ms.  
6 Albright, as well as Ms. Campbell spoke personally to Ms. Albright about these same matters on  
7 the evening of August 24th.

8 5.443. Throughout August 2022 to March 2023 Ms. Campbell maintained a Google Drive  
9 folder, "SC Notices to Board" that contained copies of the multiples of notices/documents that Ms.  
10 Campbell had sent to the SCBOD and others, and Ms. Campbell granted the Board members with  
11 exclusive access to that folder so they could access it at will.

12 Ms. Campbell populated that folder with no less than 28 documents, dated between January  
13 4, 2022 through February 13, 2023, all of which amply gave the SCBOD actual or constructive  
14 notice of the many things complained of within this complaint and the related acts and activities  
15 thereof.

16 5.444. Ms. Campbell's communications at all times detailed the employment  
17 discrimination activities that Ms. Leander had subjected Ms. Campbell to – as well as detailed  
18 hers and others' harassment activities, then the retaliation Ms. Leander had subjected Ms.  
19 Campbell to the then over five months in 2022, which included Ms. Leander parceling out Ms.  
20 Campbell's job, reducing her hours, defaming her to others including Ms. Campbell's work  
21 colleagues, harassing her with acerbic comments, and the lack of published and public  
22 recognition of Ms. Campbell to the membership as a valued employee, all the while lauding  
23 the work and output of other employees.

24 Ms. Campbell shared with the board in her notices to it the nature of the hostile  
25 workplace Ms. Leander was presiding over at the Swedish Club; and through the end of 2022  
26

1 about the continued impairment by Ms. Leander of Ms. Campbell’s Swedish Club  
2 membership.

3 5.445. On November 29, 2022, Ms. Campbell met for the first time with the Swedish  
4 Club’s then newly appointed Director of Human Resources, Sarah Alaimo (hereinafter “Ms.  
5 Alaimo”).

6 5.446. At the meeting, prior to getting into the details of Ms. Campbell’s concerns as a  
7 member and as an employee, Ms. Alaimo prefaced the meeting with the statement that she was in a  
8 position to offer Ms. Campbell confidentiality. She stated she was able to do that because of her  
9 unique relationship with the attorney she worked for; she did not mention her name but referenced  
10 a long-standing employment and association with the attorney. Ms. Campbell was led to believe  
11 by Ms. Alaimo that “the attorney” was working for the Club’s insurer, defendant Great American  
12 Insurance Agency Inc., and that the insurer and the attorney were forcing Ms. Leander out of her  
13 position as executive director.

14 Ms. Alaimo’s statements about being able to offer Ms. Campbell confidentiality comported  
15 with the circumstances that Ms. Albright was telling Ms. Campbell were unfolding, that Ms.  
16 Leander’s role at the Swedish Club was winding down, it comported with the circumstances that  
17 the SCBOD had discussed in board meetings, that the Swedish Club’s insurance company was  
18 taking over the litigation and management of the situation with Ms. Campbell and her employment  
19 and membership related complaints to governmental authorities and to them; and that Ms.  
20 Alaimo’s assertions and unique association with the Club was consistent with the general  
21 information circulating within the Club related to Ms. Alaimo’s presence, that Ms. Alaimo was not  
22 per se an employee of the Swedish Club, but rather an agent of “the attorneys,” Lane Powell PC,  
23 the law firm that was representing the Swedish Club, the Great American Insurance Agency Inc.  
24 That Ms. Alaimo was in a position to offer confidentiality – Ms. Campbell believed at the time and  
25 still believes could only be if Ms. Alaimo was an agent of a law firm that was distinct from the  
26 Swedish Club.

1           5.447. Given all of the foregoing knowledge Ms. Campbell had about these things, and the  
2 statements Ms. Alaimo was making to her about her loyalties to Lane Powell PC, Ms. Campbell  
3 took extra time to quiz Ms. Alaimo about who it is she really worked for in order to gain a level of  
4 comfort and confidence that Ms. Alaimo was independent from the Swedish Club and unlikely to  
5 betray Ms. Campbell's confidences, unlikely to ignore the problems, sweep things under the rug,  
6 and not likely to pursue redress and resolution of those problems.

7           5.448. Ms. Campbell felt comfortable with Ms. Alaimo's representations that she was not  
8 an arm of the Swedish Club/Ms. Leander and was more like the opposition as opposed to being a  
9 Swedish Club insider. As a consequence of the level of confidence in Ms. Alaimo, Ms. Campbell  
10 shared with Ms. Alaimo her concerns, information, and requests.

11           5.449. Ms. Campbell informed Ms. Alaimo that she had transmitted to the SCBOD, its  
12 members and officers, multiple written notices about things that had occurred that Ms. Campbell  
13 believed were harmful to her both as a member and as an employee, as well as she discussed with  
14 Ms. Alaimo the contents of the complaints Ms. Campbell had made to the City of Seattle, the State  
15 of Washington, and the U.S. EEOC.

16           5.450. Ms. Campbell requested relief from Ms. Alaimo from many of the negative  
17 things that had been happening to Ms. Campbell at Ms. Leander's hands, both as a member  
18 and as an employee. This included that Ms. Leander was again continuing to cut down and  
19 even eliminate Ms. Campbell's participation at the Swedish Club as both a member and as an  
20 employee.

21           5.451. In addition, Ms. Campbell also outlined to Ms. Alaimo a proposed legal  
22 settlement of all of her claims. She proposed that the entire board of directors resign and a new  
23 slate of directors be elected and empaneled, that Ms. Leander's role be circumscribed or  
24 extinguished, that Ms. Campbell be appointed to a position similar in pay and status as the food  
25 service manager, that there be a signing bonus for the position, that the Club issue an apology  
26 to Ms. Campbell, and that arrangements would be made to compensate Ms. Campbell for the

1 defamation she had suffered while a member and employee, and for the damages and losses  
2 associated with the Ms. Campbell's compromised membership and employment.

3 5.452. Ms. Alaimo took notes throughout the meeting, especially noting what Ms.  
4 Campbell had proposed multiple ways of resolving the matters being discussed.

5 5.453. Ms. Campbell's November 29<sup>th</sup> letter described the hostile workplace  
6 conditions as the Swedish Club, and who was fomenting that – primarily Ms. Leander. Ms.  
7 Campbell's letter stated in part:

8 "I am writing to bring attention to what I feel is the ongoing administrative dysfunction at  
9 the Swedish Club, as well as to report several upsetting and ongoing incidents that have  
10 taken place over the last two weeks, the work weeks of 11/07/22 through 11/19/22, that  
11 have affected my emotional well-being, have even left me feeling apprehensive of two of  
12 the workers, Sean [Sieber], and Kieta [Doe].

13 "I am also seeking redress or a remedial response that includes a commitment by the  
14 Swedish Club Board of Directors to intervene and begin the transformation of the  
15 management of the Club and the reorganization of employee administration and relations  
16 with the Club so that there is less dissension and disorder that I feel starts with the Executive  
17 Director, Kristine Leander, and her key lieutenants, Anis Rahman, and  
18 Toene Hayes.

19 "I am giving notice to the Swedish Club as part of this communication, these particular  
20 events before and during the last two weeks are disturbing, they are unfortunately  
21 representative of the general working conditions and environment of the Swedish Club, the  
22 relationship between the management and employees for the last eleven months. These  
23 goings on and interactions between people at the Club are not isolated or unique. I will  
24 pursue legal redress if necessary if these things are not corrected."

25 5.454. Ms. Campbell's letter also detailed the retaliation and hostile workplace that Ms.  
26 Leander with the assistance of Ms. Hayes and Mr. Rahman was carrying out against Ms.  
Campbell:

27 "As Kristine's treatment and her lieutenants' Anis and Toene's treatment of me has  
28 unfolded, the end result of it I believe is that it has been designed and executed to create  
29 an outcome whereby my employment at the Club if not entirely eliminated it will be  
30 seriously restricted and unpleasant.

31 "When I evaluate my Swedish Club job title, employment position and responsibilities at  
32 the beginning of 2022 to now, my general status and presence in the foodservice  
33 department, a clear pattern of intentional diminishment of me by Kristine has taken  
34 place. I have gone from November 2021 to December 17<sup>th</sup> of holding the title of cook, at  
35 the time second only to two chefs, then second to a food coordinator, January 2022, then

1 second only to a Food Service Manager/Chef, May 2022, then third only to a FSM/Chef  
2 and Chef, June 2022, back to second only to a chef, July 2022, now third only to a sous  
3 chef, August 2022, and in between to essentially being demoted/denoted by Kristine as  
4 holding no worthy Swedish Club job title (August 26, 2022[]), to I feel being demoted by  
5 Kristine to the position of Dessert Cook, the latter of which, the term “cook”, a job title  
6 that I feel Kristine has developed as a administrative cudgel and used it to signal to me  
7 her continued contempt, the subtext refusing to acknowledge me as a chef, and that I am  
8 only a cook, cook is used by Kristine has come to use the title “cook” in my regard as a  
9 pejorative word intended to injure as opposed to providing a framework for employment  
10 purposes.

11 “Over time her and I both understand that the intrinsic meaning she has imbued my job  
12 description with, she has turned the name “cook” into a derogatory moniker where I am  
13 concerned and used it to create an ongoing point of opprobrium. I have no doubt that  
14 Kristine absolutely knows the rancor she has created with her job descriptions of me, and  
15 that she intends it to diminish my status as an employee, and that her behavior causes  
16 me emotional and professional distress, and sustains her inappropriate and continued  
17 campaign to harm and sideline me.

18 “I also absolutely believe, that in the bargain Kristine’s goal is that these activities will  
19 result in as much emotional and social damage to me in the process, and in as much  
20 humiliation or discomfort to me as possible, that she personally and continually seeks to  
21 achieve her goal by delivering these things in the form of her unceasing acerbic asides,  
22 through a lack of professional or public recognition of me, through a general lack of  
23 acknowledgement or gratitude for the support I provide to the Swedish Club, and  
24 through the many other forms of micro aggression, dismissive practices she is quite  
25 practiced at delivering.”

26 5.455. Ms. Alaimo took Ms. Campbell’s letter, reviewed and discussed the contents of it  
with her, assured Ms. Campbell she would read the letter in total, that she would look into the  
questions and concerns Ms. Campbell was raising, and get back to Ms. Campbell.

5.456. *Ms. Alaimo did not get back to Ms. Campbell about resolving and settling the  
problems.*

5.457. The hostile workplace and personal duress and emotional stress Ms. Campbell  
describes in her November 29, 2022 letter, the stressful conditions she was working under  
continued on through to March 2023.

5.458. On January 6, 2023, Ms. Campbell was researching SCBOD minutes, sitting at a  
table in the central lobby of the Club. While there she noticed in passing Ms. Leander and Ms.  
Alaimo walked by and took the elevator downstairs. Shortly afterwards they returned. Ms.

1 Alaimo came over to Ms. Campbell and engaged in idle chatter for the next 20 minutes. She then  
2 said she was leaving to go home.

3 5.459. After Ms. Alaimo walked off Ms. Campbell prepared to leave herself, took the  
4 minutes book back to Ms. Leander,<sup>203</sup> then stopped by the kitchen downstairs to tell her friend,  
5 chef Christine Ross goodbye. Ms. Ross took Ms. Campbell aside and told her that Ms. Leander  
6 and Ms. Alaimo had come down to see her earlier and told her that they had just posted online the  
7 Food Service Manager position and wanted Ms. Ross to apply for it.

8 Ms. Campbell was shocked because Ms. Alaimo (and Ms. Leander) had been very aware  
9 of Ms. Campbell's now well-known and year's long pursuit of the food service manager job.  
10 Instead, despite just having listed the job Ms. Alaimo had said nothing to Ms. Campbell about it  
11 when she had been talking to Ms. Campbell less than 20 minutes before.

12 5.460. Ms. Campbell went upstairs to the dining room and found Ms. Alaimo, then asked  
13 her why she had not let Ms. Campbell know that the job had been posted. Ms. Alaimo offered no  
14 logical answer and engaged in what by then Ms. Campbell had come to know Ms. Alaimo usually  
15 engaged in, her usual coquettish behavior, soothsaying, and vacuous prattle.

16 5.461. Ms. Campbell was visibly upset and started weeping, telling Ms. Alaimo that she  
17 was tired of being treated as if she was nothing, that she was tired of the isolating tactics Ms.  
18 Leander carried out against Ms. Campbell. At that point Ms. Alaimo suggested that her and Ms.  
19 Campbell go to Ms. Alaimo's office nearby. The meeting between Ms. Alaimo and Ms. Campbell  
20 lasted over a half hour.<sup>204</sup>

21 5.462. Ms. Campbell again requested Ms. Alaimo's assistance with the ongoing off hand  
22 way Ms. Leander treated her, her reduction of her hours, farming her dessert work out to others,

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23 <sup>203</sup> When Ms. Campbell returned the minute book to Ms. Leander, Ms. Leander said to Ms. Campbell, "I hope you  
24 found what you were looking for.

25 <sup>204</sup> Coincidentally when Ms. Campbell sat down in Ms. Alaimo's office for their meeting Ms. Campbell inadvertently  
26 pocket dialed her friend and fellow Swedish Club member, Lorelei Stevens (hereinafter "Ms. Stevens"). Ms. Stevens  
called Ms. Campbell later on and let her know that she had listened to the conversation between Ms. Alaimo and  
Ms. Campbell.



1 and the ongoing hostile workplace Ms. Leander was maintaining related to the most recent  
2 Swedish Club job openings Ms. Leander had posted, one for an Event Rental Coordinator, and the  
3 by then, the elusive even ephemeral Food Service Manager position as far as where Ms. Campbell  
4 was concerned. It had become apparent to Ms. Campbell at the point in time when she was  
5 speaking to Ms. Alaimo that Ms. Leander's attitude towards Ms. Campbell was that Ms. Leander  
6 would be damned before she would ever hire Ms. Campbell for that foodservice manager job, or  
7 establish her as a chef/pastry chef.

8 5.463. At the January 6<sup>th</sup> meeting Ms. Campbell also told Ms. Alaimo again about how she  
9 had endured Ms. Leander's attacks on her, her job, to wit, that Ms. Leander had for 10 months been  
10 seeking to incrementally extinguish Ms. Campbell's job and general existence at the Swedish Club  
11 by circumscribing Ms. Campbell's job, cutting back her hours, farming out her dessert and any  
12 cooking work to other kitchen employees.

13 Ms. Campbell shared with Ms. Alaimo how unbeknownst to Ms. Campbell in April and  
14 May 2022 Ms. Leander was advertising Ms. Campbell's job online, as well as occasionally hiring  
15 others to do it; and that later on in August 2022 using maintenance staff to do kitchen work that  
16 Ms. Campbell was available for and qualified to do, and for which she held a food handler's permit  
17 for – the maintenance staff working as kitchen help did not.

18 5.464. Ms. Campbell also outlined to Ms. Alaimo the multiple of activities and behaviors  
19 Ms. Leander had been engaging in – it was literally a micro aggression campaign, including but not  
20 limited to:

- 21 a) Cutting Ms. Campbell's hours and increasing the hours of the other kitchen worker(s),
- 22 b) Paying Ms. Campbell's male counterpart far more than what was being paid to Ms.  
Campbell,
- 23 c) Undermining Ms. Campbell's reputation and status with Swedish Club employees by  
24 informing them of Ms. Campbell's discrimination complaints against Ms. Leander and  
25 the Swedish Club, then framing the complaints in such a way that Ms. Campbell was put  
26 by Ms. Leander into a false light with the employees, the SCBOD, and other Swedish  
Club members;

- 1 d) Ms. Leander falsely claiming to key employees that the Swedish Club’s lawyers had  
2 hamstrung Ms. Leander in regard to Ms. Campbell’s legal complaints against Ms.  
3 Leander and the Swedish Club and therefore Ms. Leander was not in a position to handle  
4 the employees’ employment matters in a way that was beneficial to those employees,  
5 e) Farming out from time-to-time Ms. Campbell’s niche dessert work to other Swedish  
6 Club kitchen staff, in May, September, November, December of 2022, and in February  
7 2023, and by extension reducing Ms. Campbell’s hours and presence as a Swedish Club  
8 employee.

9 5.465. To Ms. Campbell, Ms. Alaimo appeared to be bored with Ms. Campbell’s  
10 entreaties to her, like “ho hum”. Ms. Alaimo said on January 6<sup>th</sup> the same thing she had said to Ms.  
11 Campbell on November 29, 2022, she would look into things and get back to Ms. Campbell. She  
12 never did.

13 In fact, Ms. Campbell noted that very thing months later on February 13, 2023 during  
14 an in-person meeting between Ms. Campbell and the SCBOD’s president Ms. Albright and  
15 vice president Ms. Smith. Ms. Campbell told them that after having met with Ms. Alaimo  
16 twice in November and again in the first week of January, Ms. Alaimo still had failed to give  
17 Ms. Campbell any feedback or other indication that Ms. Alaimo was doing anything of  
18 substance to address Ms. Campbell’s requests and needs:

19 “About a month plus later...so, like, no, there was nothing feeding back from Sarah.  
20 “So when I did talk to Sarah, which I think I'm either in late December or in early  
21 January, she just said, ‘Oh. I didn't know there was anything that you offered.’ It's like,  
22 oh, really? And I don't think that, you know the deal with Paul went anywhere. He  
23 never did talk to her as far as I knew. So this is a a roundabout way that I'm coming  
24 back and saying, well, I need to know what you guys are doing with Sarah because it's  
25 like, well, that's not anything that I feel happening from an employee perspective, you  
26 know.

“It's like I've talked to her twice since then...I went through it with Sarah again and  
told her about what had happened. The whole thing with that job in August, you know  
how I've been treated by Kristine, all of that. So, Sarah, you know, she can't come to  
now, and I don't feel like you guys can come to now and say, oh, we don't know

1 anything about this, because it's like this has been going on sometime.”<sup>205</sup>

2 5.466. On January 7, 2023, Ms. Campbell applied for the Swedish Club *Event Rental*  
3 *Coordinator position* through Indeed.com. Her application was never formally acknowledged by  
4 the Swedish Club.

5 5.467. On January 13, 2023, Ms. Campbell sent a letter of interest regarding the Event  
6 Rentals Coordinator job to Ms. Leander and Ms. Alaimo. Ms. Campbell shared in her letter to  
7 them her qualifications, her interest in the position, and proposals for carrying out the job if she  
8 was hired.

9 Ms. Leander sent an email response to Ms. Campbell and said that Ms. Alaimo was  
10 handling the job applications for the position. Ms. Alaimo never responded to Ms. Campbell’s  
11 email/letter.

12 5.468. A week later on January 20, 2023, Ms. Leander’s assistant Emily Lim happened to  
13 mention to Ms. Campbell that she was going to possibly be involved in a second round of Event  
14 Coordinator job applicant interviews. After Ms. Campbell heard this she asked Ms. Alaimo, who  
15 happened to be at the Swedish Club that evening, what was going on, Ms. Campbell had not been  
16 invited to any job interview? Ms. Alaimo said she hadn’t heard about any job interviews period,  
17 that she in fact was scheduled to discuss that very thing that evening with Ms. Leander, about  
18 setting up interviews – first ones! Ms. Alaimo thanked Ms. Campbell for her information.

19 5.469. On January 9, 2023, Ms. Campbell applied online through Indeed.com for the  
20 Swedish Club’s *Food Services Bar Manager position*. When Ms. Campbell read this iteration of  
21 the experience required for the position it was clear that it had been written to automatically  
22 screen out Ms. Campbell.

23 The advertised job had the same hours - part time, pay range, jobs, duties, and  
24 responsibilities as had been written before when it was advertised on March, April, July, and  
25 August 2022, but the experience requirements had been changed in terms of where an

26 <sup>205</sup> Source: Meeting Transcript 02-12-23 Shama Albright, Elizabeth Campbell, Molly Olson.

1 applicant's prior employment needed to have occurred, an applicant needed to have worked in  
2 a restaurant only. Ms. Campbell had never worked in a restaurant; and the length of time in  
3 that employment area, eight years was required, and another new requirement had been added,  
4 bar management experience. Ms. Campbell did not have that experience. Despite the  
5 experience requirements Ms. Campbell still felt a very good case could be made for hiring her.

6 5.470. Ms. Campbell's application for the Food Services Bar Manager position was never  
7 acknowledged through Indeed.com. Neither did Ms. Leander nor Ms. Alaimo acknowledge or  
8 discuss it with Ms. Campbell her.

9 5.471. Two weeks later on January 24th Ms. Campbell received an AI generated rejection  
10 notice that her Food Services Manager application had been turned down.

11 5.472. On January 18, 2023, Ms. Alaimo contacted Ms. Campbell and suggested that  
12 mediation could be an opportunity to settle things. On January 22, 2023, Ms. Alaimo sent a  
13 suggested list of mediators.

14 5.473. Given the intervening events and the ongoing general turmoil the Swedish Club  
15 was in, the general barely disguised opposition to Ms. Campbell that was being thrown off by Ms.  
16 Leander, including the then latest, not even interviewing Ms. Campbell for the Event Coordinator  
17 job, in December 2022 cutting her out of dessert work, then shortly thereafter rewriting the Food  
18 Service Manager job so that it clearly screened out Ms. Campbell, Ms. Campbell felt that there was  
19 a lot of bad faith behind what had been going on and turned down Ms. Alaimo's mediation offer.

20 5.474. On February 2, 2023, Ms. Campbell had an extensive phone conversation with Ms.  
21 Alaimo about what had just transpired in the last month related to the two job openings and  
22 ongoing conflicts between Ms. Leander and Ms. Campbell. Ms. Campbell memorialized the  
23 conversation with Ms. Alaimo in a text message she sent to Ms. Stevens early that afternoon,  
24 shortly after talking to Ms. Alaimo:

25 "The thing [with] Sarah was 'okay' Mostly just an exchange of bits and pieces of info, and  
26 posturing...I do believe that Sarah left me with the impression that the board gets about half of  
everything [related to me].

1 \*\*\*

2 "Sarah mentioned several times how constrained she was with just '10 hours a week'. I told her  
3 that if she solved problems and got things fixed the additional hours would be well worth it...We  
4 touched on mediation, but I told her I wasn't feeling the love. I talked about the notices telling  
5 me I wasn't going to be interviewed/cutting me off."

6 \*\*\*

7 "I didn't buy that explanation on its face, and belabored my question with her...We did discuss  
8 the matters related to the legal costs that Kristine's actions were getting the Swedish Club in. I  
9 specifically brought up the substantial legal fees incurred and paid to Perkins Coie. Sarah  
10 seemed to know some about it, but there seemed to be some cross over or confusion she had  
11 with the work she is doing with Lane Powell, the insurer's attorneys, and what had gone on  
12 before with Perkins Coie.

13 \*\*\*

14 "Either way - why would an HR person be interested in the details and transactions for the Club's  
15 attorney fees - she said, 'I hadn't heard that.' Why would she have had, it it brings in the  
16 question again of who is it she really works for - the Club or the insurer and their attorneys?"

17 "Sarah mentioned at one point, when I asked why the board hadn't put Kristine under strict  
18 orders and on a leash, she responded like I thought why hadn't Sarah done something. That  
19 wasn't what I meant. But she responded to my remarks and said, heh heh, Kristine's my boss.  
20 I replied that I knew that, that it was the board's responsibility to put the leash on Kristine, not  
21 Sarah

22 "I reiterated it again - Kristine in the last month had created another legal controversy that  
23 would have negative implications for the Swedish Club. She [Sarah] continued with kind of the  
24 it's a hopeless situation, she was certainly flummoxed, everyone (the board) is flummoxed.

25 "I said at the end - I would talk to Shama, she seemed like a well meaning person, that I though  
26 [sic] she was a straight shooter, that I thought Shama might be someone I could sit down with  
and talk and negotiate with. She wanted to know, what did I mean by "negotiate", well I got  
that, but I went for the middle definition, maybe work things out with.

"So we made an agreement - she'd get back with them, see about the Shama thing.

\*\*\*

"I said something also about the send up Kristine gave her new chef, his cooking her a meal -  
like no one else had, and his enthusiasm for learning Swedish cooking, like no one before him  
had - Yes, I noted to her - like how many private meals had I at the time in friendship gave  
Kristine? And how much time and effort and how much had I expressed and even followed  
through with actually learning and doing "Swedish cooking"??? I told Sarah - like a lot!

"I underscored my feelings - the board has exercised no control over Kristine, had not reeled  
her in, that has been I feel no lessening of her throwing gas on the fires, running me down,  
putting me down...Yes, I had to say - does the board really get how much of the information and  
interaction with Kristine is reliable? I put a number on it, at least 50% is unreliable."

5.475. On the morning of February 10, 2023 Ms. Campbell provided to defendants Ms.  
Albright and Ms. Smith Google Drive access to a 116-page statement, titled *EAC Statement Re LC*

1 *Matthiesen 12-29-21 Final*<sup>206</sup> which is incorporated herein by reference and made a part of this  
2 pleading as if set forth in full herein; Ms. Campbell wrote her statement in part because, “I was  
3 very uncomfortable with how I thought Kristine the Club’s executive director had been treating me  
4 as a member and as an employee. I had tried to work things out with her about this, by being  
5 tractable, pleasant, gracious, not saying much – that wasn’t working.”<sup>207</sup>

6 Ms. Campbell provided her statement to Ms. Albright and Ms. Smith as a supplement and  
7 additional notice to the by then multiples of notices she had sent them and their fellow Board  
8 members throughout 2022 on in to 2023.

9 a) Ms. Albright replied to Ms. Campbell’s release of her statement and other documents to  
10 her, “Thank you for sharing these, Elizabeth. I will read them this weekend before we meet  
Monday. -Shama”

11 b) At the beginning of the meeting on February 13<sup>th</sup> Ms. Albright thanked Ms. Campbell  
12 again for sending the statement to her. Ms. Smith muttered that she had not bothered to read  
it.

13 5.476. Ms. Campbell’s *LC Matthiesen* statement detailed the history of a wide range of  
14 activities, conversations, and other work and member related interactions and events between Ms.  
15 Campbell and Ms. Leander, Mr. Matthiesen and Ms. Campbell, Ms. Leander and Mr. Matthiesen,  
16 the majority of it related to the Swedish Club.

17 Particularly highlighted in the document were the lengths to which Ms. Leander had gone  
18 to during late 2020 and all of 2021 to adversely affect Ms. Campbell’s relationship with Mr.  
19 Matthiesen, to negatively affect Ms. Campbell’s Swedish Club membership, and starting in 2021  
20 on through 2022, Ms. Leander’s efforts to negatively affect, damage Ms. Campbell personally,  
21 defame and harass Ms. Campbell as a member and as an employee.

22 5.477. On February 13, 2023, Ms. Campbell met in person with the SCBOD’s president  
23 and vice president, Ms. Albright, and Ms. Smith. The meeting took place at a very busy Starbucks  
24 which created a moderately adverse setting due to the effect that the ambient noise had on the  
25

26 <sup>206</sup> Campbell, Elizabeth. “EAC Statement Re LC Matthiesen 12-29-21 Final.” December 29, 2021.

<sup>207</sup> Campbell, Elizabeth. “EAC Statement Re LC Matthiesen 12-29-21 Final.” Page 7, Par. 3. December 29, 2021.

1 parties' discussions – it was hard to hear. All parties agreed to record the meeting. Ms. Campbell  
2 had her audio recording of the meeting transcribed.

3 A copy of Ms. Campbell's transcription of her audio recording, *02-13-23 EAC SA MO*  
4 *Meeting* is incorporated by reference and made a part of this pleading as if set forth in full herein;  
5 Ms. Campbell provided a copy of the transcript to the SCBOD and Ms. Alaimo via her Google  
6 Drive in the *Swedish Club Business* folder.

7 5.478. At the February 13<sup>th</sup> meeting Ms. Campbell shared with Ms. Albright and Ms.  
8 Smith how emotionally devastating Ms. Leander's actions had been to Ms. Campbell, and she  
9 shared several key incidents that had taken place at the Club that contributed to it being a hostile  
10 workplace and in particular Ms. Leander's mistreatment of Ms. Campbell as an employee,  
11 personally, and as a member.

12 5.479. Discussed also were terms for settling the matters between Ms. Campbell and the  
13 Swedish Club, including but not limited to,

- 14 a) Promoting Ms. Campbell to Foodservice Manager
- 15 b) Reforms to the Swedish Club's operations
- 16 c) Personnel Changes
- 17 d) Resignation of the entire board and open elections being held thereafter
- 18 e) Reconciliation with employees who had been discriminated against and fired
- 19 f) And other meaningful terms and conditions such as compensation, an employment  
20 signing bonus, and a cash settlement that would ostensibly make Ms. Campbell whole  
21 as a member and as an employee.

22 5.480. Shortly after the meeting Ms. Campbell also populated a Google Drive folder,  
23 "Swedish Club Business, SC litigation" with additional documents, including all the notices Ms.  
24 Campbell had sent to the board. Ms. Campbell shared access to it with Ms. Albright, Ms. Olson,  
25 and then shared access to the Google drive with the remainder of the SCBOD.

26 The folder holds in addition to the meeting transcript, communications between Ms.  
Campbell and Ms. Leander, from Fall of 2020 to March 2023, and supplemental information and

1 documents from that same time period which support the allegations made by Ms. Campbell  
2 herein, including the multiples of written notices Ms. Campbell has provided to the Swedish Club,  
3 its board of directors, its officers.

4 **I. THE SWEDISH CLUB – A DISCRIMINATORY, HOSTILE WORKPLACE**

5 **1. Workplace Status Conflict, Task Conflict, Process Conflict, and Relationship**  
6 **Conflict**

7 5.481. During Ms. Campbell’s tenure as a member and employee of the Swedish Club, it  
8 from time to time had Black employees. Between January 2022 and March 2023, the Swedish  
9 Club had three Black employees. However, every one of them was fired by turns by defendants  
10 Ms. Leander, Mr. Rahman, and Ms. Alaimo. Ms. Leander and Ms. Alaimo are White and claim  
11 Nordic heritage, Mr. Rahman is Pakistani.

12 5.482. Except when there is a dearth of potential employees in the job market, Swedish  
13 Club job applicants and employees are vetted and given preferential treatment in order of their  
14 nationality - preference is given first to individuals that are Swedish, then to those of Scandinavian  
15 heritage – Norwegian, Danish, Sami, Finnish, Icelandic; they are given preference and status over  
16 non-Swedish, non-Scandinavian heritage individuals.

17 5.483. Unlike Ms. Campbell, male and white male employees, and male, white male  
18 members of the Swedish Club are treated more fairly by defendants, even with deference and  
19 solicitude.

20 5.484. Jeff Hubner, an over 12 years employee, former Bar Manager and Lead  
21 Maintenance for the Swedish Club, has for years regularly verbally abused staff members, each of  
22 the successive maintenance employees who have worked under him, the successive staff people  
23 who have worked in the kitchen, and in the bar.

24 5.485. During her membership and employment, throughout 2021, 2022, and 2023 Ms.  
25 Campbell has witnessed Mr. Hubner loudly berating fellow employees. She has witnessed angry  
26 verbal arguments between Mr. Hubner and Mr. Rahman, the Swedish Club’s Director of



1 Operations and Mr. Hubner's supervisor. During that same time Ms. Campbell has been berated  
2 by Mr. Hubner from time to time.

3 5.486. Mr. Hubner also has often throughout the same time period gotten into loud and  
4 angry arguments with the Executive Director, Kristine Leander; in fact Ms. Leander claimed to  
5 employees to be afraid of Mr. Hubner, claimed that she knows of his ongoing substance usage on  
6 premises – the thing that in part Mr. Jefferson was fired for – his objecting to Mr. Hubner's  
7 substance abuse and hostile treatment of Mr. Jefferson - however Mr. Hubner has received no  
8 disciplinary action, and in fact is treated just the opposite – Ms. Leander and Mr. Rahman protected  
9 Mr. Hubner, ensured his continued employment, including under Ms. Leander's tenure Mr. Hubner  
10 became one of the highest paid Swedish Club staff employees.

11 5.487. More importantly, during the time Ms. Campbell was an employee Mr. Hubner  
12 often disappeared to his basement lair at the Swedish Club for hours at a time, what she felt were  
13 part of his work stoppages he was doing to express his displeasure at how the Swedish Club was  
14 run; and Mr. Hubner has stated to others that he expects and is given a considerable amount of  
15 overtime hours each pay period. Consistent with his racking up overtime and in contravention to  
16 the idea that he deserves or devotes the time to merit this status Mr. Hubner continues to be one of  
17 the three highest paid employees of the Swedish Club; the executive director and the facilities  
18 manager are the other two.

19 5.488. Given Mr. Hubner's long term employment standing and the present culture of  
20 toxic workplace at the Swedish Club – he is unlikely to be disciplined or terminated, despite having  
21 history of years engaging in rancor, raging arguments and disagreements with his managers and  
22 work colleagues.

- 23 a) Curiously enough in the May 2023 issue of the *Swedish Club News* Facilities Director Joel  
24 Cambern made a plea for a full workshop raft of hand and power tools, asking for money  
25 for or donations of over 100 individual and sets of hand and power tools combined.

- 1 b) Throughout 2022 Ms. Campbell had occasions where she was in several of the workshops  
2 of the Swedish Club, as well as there were multiple of places in general where there were  
3 stashes of tools.
- 4 c) Ms. Campbell spent many years as a commercial and residential contractor, and has  
5 amassed a considerable collection of hand and power tools – all or which she is proficient  
6 using and caring for.
- 7 d) Ms. Campbell observed that rather than there being a dearth of tools, there was actually a  
8 clutter and glut of tools, so much so that on one visit to one of the tool rooms, Ms. Leander  
9 apologized for the utter and overwhelming amount of tools there were – and the  
10 disorganization of the room.
- 11 e) Ms. Campbell was surprised and could not fathom how it could possibly be that Mr.  
12 Cambern was making the wholesale claim for tools – unless Mr. Hubner had convinced  
13 the incoming administration that all the tools belonged to him and him alone.
- 14 f) Ms. Campbell is informed and believes and upon information and belief alleges that the  
15 hand and power tools she saw in 2022 included most if not all of the tools on Mr.  
16 Cambern’s list, as well as they belonged to the Swedish Club.

17 5.489. Anis Rahman, Director of Operations for the Swedish Club, throughout 2022 on  
18 into 2023 regularly was verbally abusive to all of the employees that worked for him. Ms.  
19 Campbell has personally witnessed, as have many others, Mr. Rahman engaging in pitched verbal  
20 battles with Mr. Hubner, Jared O’Connell, Ken Needles, Danny Francois, Keita Doe, and Paul  
21 Jefferson, all employees under Mr. Rahman’s direct supervision.

22 5.490. Mr. Hubner and Mr. Needles who are white have suffered no adverse employment  
23 actions related to their verbally abusive arguments with Mr. Rahman. The other aforementioned  
24 employees have protected class status and suffered adverse employment actions. One was forced  
25 to resign, Mr. O’Connell, he presents as having developmental disability spectrum protection. The  
26 others who have been fired by Mr. Rahman, Mr. Francois, Ms. Doe, and Mr. Jefferson – all of

1 whom are People of Color, have protected class status; as well as two are members of another  
2 protected class, sexual orientation.

3 5.491. On or about the week of January 29, 2023 Mr. Rahman and Ms. Hayes the  
4 bookkeeper had a very loud and angry argument in the lobby of the Swedish Club. Neither was  
5 disciplined, nor was any adverse employment action taken against them.

6 5.492. Mr. Rahman the then remaining employee of color at the Swedish Club was  
7 likewise suddenly and unceremoniously fired on March 15, 2023, shortly after the last Black  
8 employee, Paul Jefferson, was fired; Mr. Rahman was fired by the then new executive director,  
9 Elizabeth Norgren, another White person claiming Swedish heritage, and defendant Ms. Alaimo,  
10 another White person claiming Finnish heritage.

11 5.493. On February 3, 2023 Ms. Campbell reported to her supervisor, Ms. Leander, and  
12 the HR person, Ms. Alaimo, and SCBOD president, Ms. Albright about the aggressive behavior by  
13 the then new Food Service Manager, Christo Yaranoff towards Ms. Campbell; he had made her  
14 very uncomfortable due to his confrontational attitude towards her. She wrote to them, "So it's  
15 kind of not a thing that I felt was appropriate and I reminded him we have a lunch to get ready for  
16 at noon time so his work isn't even started and I'm trying to do mine, you know and even after I  
17 say that he wants to tell me that how he's going to relate with you and all this stuff. Please review,  
18 It's just a little distracting right now, and it felt to me to be some male aggression in the mix."

19 5.494. On February 10, 2022 Ms. Campbell reported to SCBOD president and vice  
20 president, Ms. Albright and Ms. Olson, and shortly after that, Ms. Alaimo, about additional  
21 challenges with working with Mr. Yaranoff. He was siphoning off portions of Swedish Club food  
22 for his own consumption, he commenced his pattern of serving food to the administrative and  
23 kitchen staff; purchasing food for his own consumption, he was verbally aggressive, putting down  
24 Ms. Campbell and the then present and former kitchen employees in comparison to himself,  
25 claiming that they had not done a good job keeping the kitchen up for years and months in  
26 comparison to Mr. Yaranoff who had been there less than two weeks.

1           5.495. Ms. Campbell also reported to Ms. Albright, Ms. Olson, and to Ms. Alaimo that  
2 Mr. Yaranoff's harassment of two other employee on February 10th, Ken Needles, and RC  
3 Charles; the latter who after being verbally and situationally abused by Mr. Yaranoff all during the  
4 day and evening shift, and as a result, Ms. Campbell's belief that Mr. Yaranoff's behavior that day  
5 was a proximate cause of Mr. Charles' severe head injury that evening, he slipped, fell, and hit his  
6 head. Mr. Charles suffered a concussion from which now almost a year later he has still not fully  
7 recovered from it.

8           5.496. Neither Ms. Albright, Ms. Smith, nor Ms. Alaimo responded to Ms. Campbell's  
9 concerns.

10           5.497. On February 23, 2023, Ms. Campbell reported to Ms. Leander, Ms. Alaimo, and  
11 Ms. Albright additional behavior by Mr. Yaranoff, he was engaging in dilatory tactics that Ms.  
12 Campbell felt impeded her work, were intended to eliminate her employment; Mr. Yaranoff was  
13 obstructing Ms. Campbell's ordering of supplies for her dessert work. Ms. Leander responded  
14 with one of her characteristic, dismissive responses, that she was sorry Ms. Campbell was  
15 concerned about Mr. Yaranoff's behavior.

16           5.498. Mr. Yaranoff is a White male. No adverse employment actions have been taken  
17 against him – in fact it is just the opposite. Ms. Leander without question gave Mr. Yaranoff full-  
18 time employment for a job that was advertised as, and performed by others for over a year, on a  
19 part-time basis, agreed to pay him an exceptional salary, and never performed any kind of  
20 background report or checked his references, as per Ms. Leander.

21           5.499. In addition, Ms. Leander and Mr. Rahman immediately provided Mr. Yaranoff  
22 with relatively unlimited funding for the kitchen, supplies, equipment, food, when previously the  
23 then kitchen employees, Ms. Campbell included, were required to first spend their own money for  
24 Swedish Club food and supplies, and then were begrudgingly reimbursed by the Swedish Club,  
25 Ms. Hayes, for those purchases for the kitchen operations.

1 Under Ms. Norgren's watch Mr. Yaranoff is now extremely privileged at the Swedish  
2 Club, having acquired far wider latitude to spend money for his losing foodservice concepts and  
3 operations.

4 5.500. At the Swedish Club board of directors meeting on February 1, 2023 attended by  
5 Ms. Campbell, Ms. Leander shared as part of her director's report to the directors and guests an  
6 anecdote about two staff members fighting earlier that same day in front of a Swedish Club event  
7 rental space client.

8 Ms. Leander told the board that a full pitched argument between two maintenance  
9 employees had taken place in front of not just the customer, but also in front of Event Rental  
10 Coordinator, Jenny Whitmer, who had been at her job for only a couple of days.

11 Ms. Leander said the argument was so loud she even heard it in her office.

12 Ms. Leander praised how Ms. Whitmer had handled the argument between the two men,  
13 more as proof that Ms. Leander's hiring decision related to Ms. Whitmer was praiseworthy as  
14 opposed to the employee hostilities being anything unusual, unwanted, or condemnatory.

15 Ms. Leander told the board, "I gave her [Ms. Whitmer] big stars today because two  
16 maintenance men were yelling at each other. It was very uncomfortable. She stepped up and told  
17 them to stop. Before I could get out of my office, she said to the guys, 'We have a client in the  
18 house, stop!' It was so good how she handled it."

19 After Ms. Leander's statements several of the board members chuckled at Ms. Leander's  
20 story. Ms. Leander did the same. The hostile workplace was a joke to them, not something they  
21 took seriously.

22 5.501. Of the two men involved in the above described confrontation, Ken Needles, who  
23 is white, was not disciplined, he continued to be employed. Danny Franchoise was fired, he is  
24 Black. He was at the time the last of the Swedish Club's three black employees, all of whom had  
25 been under Mr. Rahman's supervision, who had all been verbally abused by Mr. Rahman and  
26 treated unfairly, as observed by Ms. Campbell and in her opinion.

1 5.502. Under Ms. Leander’s tenure a history and culture of emotional and physical  
2 violence took root. Its harmful effects proliferated and affected employees and members, including  
3 Ms. Campbell. The culture of verbal and physical abuse continues under Ms. Norgren’s tenure,  
4 and as before continues to be if not covered up, tolerated, and more importantly, astonishingly, is  
5 more outsized and prevalent than ever before.

6 **J. THE SWEDISH CLUB**  
7 **A DISCRIMINATORY AND HOSTILE MEETING PLACE**

8 **1. Inter-Member Status Conflicts, Relationship Conflicts**

9 5.503. Defendant Lars Matthiesen, an over 12-year Swedish Club member, past member  
10 of the SCBOD’s building committee, and special advisor to the former executive director, Ms.  
11 Leander, has according to Ms. Leander for years disrupted building committee and board meetings,  
12 including shouting, being angry and argumentative, putting down particular men members that he  
13 resents, and storming out of meetings.

14 5.504. Mr. Matthiesen also has a well-known history for sexual harassment of female  
15 members of the Club, including his predatory behavior has been turned into a sport and a source of  
16 entertainment by Ms. Leander and her inner circle of member friends at the Club, including Mr.  
17 Matthiesen; they characterize and privilege his predatory behavior as “boys will be boys” hi-jinx’s.

18 5.505. For the better part of 10 years Mr. Matthiesen has engaged in ongoing harassment  
19 of another Swedish Club member, Marianne Stecher Hansen, including at her place of work, the  
20 University of Washington.

21 5.506. Mr. Matthiesen freely admitted to Ms. Campbell that he has done this, in fact he  
22 expressed to her his pride about targeting Ms. Stecher Hansen; and in fact blames Ms. Hansen for  
23 his abuse of her. No disciplinary or cautionary communications have been meted out by the  
24 SCBOD or the executive director to Mr. Matthiesen.

25 5.507. On December 17, 2021 Mr. Matthiesen engaged in one of his very public displays  
26 of anger and sexual harassment against Ms. Campbell. Despite having been in an over 36 year

1 intimate relationship with Mr. Matthiesen, while they were talking in the middle of the crowded  
2 Swedish Club bar Mr. Matthiesen without warning became verbally abusive towards Ms.  
3 Campbell (who was off the clock, there as a member). Without warning Mr. Matthiesen  
4 physically postured over her in a menacing manner and demanded that she leave the Swedish Club.  
5 Ms. Campbell refused. Mr. Matthiesen flew into a rage, drew in other patrons at the bar, including  
6 his women friends, and proceeded to make a public spectacle towards Ms. Campbell, including  
7 storming through the length of the building, angrily engaged in exchanges with one of his female  
8 supporters at the Swedish Club.

9 5.508. For this and other reasons Ms. Campbell on January 18, 2022, asked for Mr.  
10 Matthiesen to be removed as a member of the Club. Ms. Leander's response was that the Club had  
11 no way to remove a member.

12 Ms. Leander's response is consistent with what Ms. Leander had asserted in July of 2021:  
13 At the July 19, 2021 meeting of the Swedish Club Membership Committee the matter of member  
14 John Doe was taken up. The committee members in attendance were Ms. Leander, three Swedish  
15 Club Board members, Shama Albright, Martin Johansson and Molly Olson Smith, and Ms.  
16 Campbell. Ms. Leander said that member Mr. Doe had been engaging in inappropriate behavior  
17 towards women members at Club events by making sexist remarks to them. Most of the  
18 discussion at the meeting was about possibly terminating the membership of this man because of  
19 his boorish behavior; but also Ms. Leander said he did not dress well enough, was not well kempt.

20 At the conclusion of the meeting Ms. Leander said she was referring the matter to the  
21 Club's attorney Vi Reno.

22 On July 23, 2021 Ms. Leander reported to the committee members, "Regarding the  
23 misbehaving member: Our attorney suggested that less is more. She advised against a bylaw or  
24 signage change, but instead a letter to him. She advised that the letter should be very general (no  
25 description of his behavior, except very, very general) but should threaten that he could lose his  
26 membership. I've written a draft and sent it to her for review."

1 5.509. Takeaways:

2 a) according to the Swedish Club's past practices if termination of a Swedish Club  
3 membership were ever to be under consideration some kind of notice and an opportunity for an  
4 allegedly offending member to correct their behavior; a warning, and conversely notice that an  
5 issue existed that might put a member's membership in jeopardy;

6 b) member John Doe retained his membership, he is White.

7 5.510. As late as February 2023 the entire history of Mr. Matthiesen's behavior as it  
8 relates to Ms. Campbell was brought to Ms. Leander, the SCBOD, and the succession of Swedish  
9 Club lawyers, all are aware of his history of anti-social and abusive treatment of others, including  
10 on the night of December 17<sup>th</sup> towards Ms. Campbell.

11 5.511. No adverse action has been taken by the SCBOD, executive director, or Ms.  
12 Alaimo against Mr. Matthiesen. He has suffered no adverse member warnings, discipline, or  
13 termination of his Swedish Club membership. Mr. Matthiesen is a White male.

14 5.512. In Ms. Lucas's story next, in Mr. Sund's story after hers, in Ms. Leander's and in  
15 Ms. Norgren's after that, Ms. Alaimo's, repeat instances of the hostile work and membership  
16 environment at the Swedish Club are described, which in no small part exists because it is  
17 sustained by the Club's board of directors.

## 18 **K. DEFENDANT SHARON LUCAS**

19 5.513. Defendant Ms. Lucas is in her 70's. She has been a general member of the  
20 Swedish Club for many years and has volunteered also for the Swedish Club.

21 5.514. In December 2010 Ms. Lucas was employed as the Swedish Club's interim  
22 executive director for approximately three months.<sup>208</sup> She has a wide professional background,  
23 reviews the Swedish Club's archives, advises the executive director and others regarding which  
24 financial statements can be tossed and has often provided training for the Club's board of  
25 directors.<sup>209</sup>

26 <sup>208</sup> Leander, Kristine. "Cultural Director's Notes". *Swedish Center News*. Swedish Cultural Center. December 2010. <https://swedishclubnw.org/newsletters/2010/december2010.pdf>

<sup>209</sup> Leander, Kristin. "Club Notes." *Swedish Club News*. Vol. 58, Issue 11: December 2019.



1           5.515. Ms. Campbell originally met Ms. Lucas in person for the first time on Friday,  
2 October 30, 2020, when Ms. Campbell delivered over 300 cookies she baked as a volunteer for the  
3 Swedish Club Bazaar that weekend; Ms. Lucas was in charge of organizing and packaging the  
4 cookies for sale. Ms. Campbell assisted her with that task.

5           5.516. From that time forward Ms. Campbell had multiple opportunities to communicate  
6 and work with Ms. Lucas – mainly when Ms. Campbell worked as a volunteer cashier along with  
7 Ms. Lucas for the Swedish Club’s once-a-month pancake breakfast. Ms. Lucas and Ms. Campbell  
8 worked together on the October 3, 2021, December 5, 2021, and February 6, 2022, breakfasts.

9           5.517. Ms. Lucas in comparison to the rest of the Swedish Club’s general, lifetime, and  
10 enhanced membership members has exceptional access and authority within the Swedish Club  
11 organization. She acts, carries the air of, tacitly, and by operation of a non-elected/appointed board  
12 member.

13           5.518. Ms. Campbell is informed and believes, and upon such information and belief  
14 alleges that Ms. Lucas also or in the alternative is the Swedish Club’s, the Swedish Club’s Board of  
15 Director’s proxy or alter ego for the following reasons:

- 16           a) She enjoys unprecedented and exceptional access to the executive directors, the  
17 SCBOD, to board meetings, decision-making events, special projects and planning  
18 events that no other non-board member of the Swedish Club has;
- 19           b) She participates in and is privy to the internal communications between board  
20 members, the Club’s attorney(s), the executive director, and the HR director –  
21 including but not limited to those matters related to legal, membership, and  
22 employment related policies and decisions;
- 23           c) Is a party to and participates in confidential meetings and so-called executive session  
24 meetings between board members, the executive director, the Swedish Club’s  
25 attorney(s) and other professional representatives, and the HR director – including  
26 meetings that are not exclusively related to legal, membership, and employment related  
matters;
- d) Ms. Lucas served as the interim executive director of the Swedish Club.
- e) She is regularly consulted by the Swedish Club’s board for professional advice, asked  
to perform an advisory role to the board on most if not all of the Swedish Club’s  
board’s consideration and decisions on legal, financial, administrative, programming,  
employment, and board operations related matters.

1 f) Ms. Lucas provides training sessions to the board, providing education, knowledge,  
2 informational materials to the board about board service, board decision-making, board  
responsibilities and duties, and she serves in an advisory role during those sessions;

3 g) Ms. Lucas’s own words also establishes herself as a key person in the corporate-hood  
4 and day-to-day operations of the Swedish Club:

5 “I started volunteering in 2012 when I was asked to assist the board in planning and  
6 have done several trainings with the board over the years. I have been a Pancake  
7 Breakfast cashier and server, [served] on the [SCBOD’s] nominating committee,  
8 supported membership processing, completed administrative file review, [served] on  
the executive transition committee, current Kafferep/fika coordinator, and moderator of  
various club conversations, greeter/busser at the new Sunday Brunch at the Club, and  
Bazaar bake sale coordinator.”<sup>210</sup>

9 5.519. Ms. Campbell is informed and believes, and upon such information and belief  
10 alleges that Ms. Lucas has been employed from time to time in a part-time role by the Swedish  
11 Club, and has been employed as a volunteer or in the alternative is designated its agent by the  
12 Swedish Club to carry out a number of duties on its behalf, including but not limited to the  
13 following:

- 14 • Providing support to the Club’s then Executive Director, Kristine Leander;
- 15 • Advising the board on its highly confidential, secretive 2022/2023 succession and  
16 transition process related to Ms. Leander’s October 2022 resignation, and the  
replacement of her with a new executive director.
- 17 • In 2022 and 2023 providing the Club’s Board with both public and confidential  
18 training on a range of subjects, including but not limited to board responsibilities,  
19 board powers, duties, and accountability, fiscal management of the non-profit  
20 organization, and board management of board/member relationships.
- 21 • In 2022 and 2023 providing the Club’s Board with confidential, strategic advice for  
22 targeting, marginalizing, eliminating, and silencing members or employees who the  
23 SCBOD, Ms. Leander, and Ms. Lucas consider inconvenient, “troublesome”, and  
24 against those they consider threats to the aforementioned individuals’ holds on

25 \_\_\_\_\_  
26 <sup>210</sup> Alaimo, Sarah. “Sharon Lucas / Volunteers of the Month.” *Swedish Club News*. Vol. 63 / Issue 3 / March 2024.

1 Swedish Club related power bases, the Swedish Club's money, and control over the  
2 granting or elimination of Swedish Club employee(s')/member(s') status.

3 5.520. On March 1, 2023, at a regularly scheduled Swedish Club Board of Directors  
4 meeting Ms. Lucas verbally abused, denigrated and defamed, and physically assaulted Ms.  
5 Campbell.

6 5.521. On that day Ms. Campbell arrived at 5:54 PM at the Swedish Club for the  
7 regularly scheduled 6:00 PM monthly board meeting. She headed to the Club library where the  
8 Board meeting was to be held. Before she could enter the room the Club's chef, Christo Yaranoff  
9 and the director of operations, Anis Rahman had blocked hall/door way into the library with a cart  
10 they were preparing with multiple wine bottles and wine glasses, readying it to serve the board  
11 members from. Ms. Campbell waited for an opportunity to go past them. Within a minute she was  
12 able to go around them but was just as she went around to the door some other people were  
13 blocking the entry.

14 5.522. While Ms. Campbell was waiting for the library entry to clear, Mr. Yaranoff was  
15 standing behind her with his wine cart. Mr. Yaranoff without any greeting said to Ms. Campbell,  
16 "I see you combed your hair today." Ms. Campbell thought it was an off comment for Mr.  
17 Yaranoff to make, didn't turn around but responded, "I do every day." Mr. Yaranoff said, "No you  
18 don't, you have it pulled back in a rubber band."

19 5.523. Ms. Campbell proceeded into the room, however there was nowhere to sit around  
20 the edges of the room. In the center of the room the board members were seated around a group of  
21 tables pushed together into a larger table, some were eating their dinner and drinking the wine  
22 provided gratis to them by the executive director, some were finished with their meal and looking  
23 at their phones, others were talking to one another.

24 5.524. Three key Swedish Club employees were also in the room, Kristine Leander,  
25 Executive Director, Sharon Lucas, who provides employee and volunteer services for a range  
26

1 of Swedish Club business activities, training, strategic operational and compliance advice, they  
2 were seated at the table with the board members, with Ms. Lucas seated at the head; and Sarah  
3 Alaimo, the Swedish Club's Director of Human Resources at that point she was seated to the  
4 right of Ms. Lucas. Shortly thereafter Ms. Alaimo took a seat against the windows behind the  
5 board members on the southeast side of the table, but still to Ms. Lucas's right.

6 5.525. Ms. Campbell found a seat in the farthest corner of the room away from the door to  
7 the library and behind the table the board members were sitting at. She sat down there and waited  
8 for the meeting to begin. The picture below is from the evening of March 1st, it is from Ms.  
9 Campbell's vantage point where she was seated; and it is just a few minutes before she is told by  
10 Ms. Lucas that she needs to leave the room:



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21 5.526. Shortly after Ms. Campbell was seated, at 5:57 PM she observed another Swedish  
22 Club member arrive in the library for the board meeting, Lorelei Stevens. Ms. Stevens was  
23 stopped near the library entry by the board president, Shama Albright (see photo above).

24 5.527. From her seated location Ms. Campbell heard some of the conversation between  
25 Ms. Albright and Ms. Stevens but because of the distance couldn't hear everything and didn't quite  
26

1 understand what was per se going on, it was something about the board meeting was not going to  
2 be held until 7:00 PM.

3 5.528. At that point Ms. Lucas called across the arranged tables and spoke in a sharp voice  
4 to Ms. Campbell, saying, “Did you hear that Elizabeth? Did you get that? The meeting is not  
5 now! You can’t stay!”

6 5.529. Ms. Campbell was surprised by the change in time and activities, the board meeting  
7 had been set at its regularly scheduled time of 6:00 PM for over a month. Because of some hearing  
8 difficulty Ms. Campbell responded to Ms. Lucas by stating back to her what Ms. Campbell’s  
9 understanding of what was occurring was, she wanted to be sure she had it right, that the board  
10 meeting was being put off, that the Board had chosen to hold its board management training  
11 session before the board meeting, and exclude any visiting members, Ms. Campbell and Ms.  
12 Stevens from that meeting.

13 5.530. Ms. Campbell noted those things to Ms. Lucas and questioned the scheduling of the  
14 training session, that the prior board training session Ms. Lucas conducted on June 3, 2022, at the  
15 regularly scheduled board meeting time of 6:00 PM had not been turned into an executive session  
16 like apparently this one was. Ms. Campbell asked why were Club members being excluded this  
17 time? Ms. Lucas responded that was the way it was, the board had chosen to hold their training  
18 session in private, Ms. Campbell needed to leave the room.

19 5.531. All the time Ms. Lucas was making her statements to Ms. Campbell, Ms. Campbell  
20 had gotten up from her seat and was making her way around the meeting table and the people  
21 sitting there, heading to the library door in order to leave the meeting.

22 5.532. Just as Ms. Campbell passed by Ms. Lucas, Ms. Lucas was facing the board and  
23 timed her next statement to coincide with Ms. Campbell’s passing by her - Ms. Lucas stated in a  
24 part sneer and disgusted voice, “That’s just what we’re going to be talking about!” It was a clear  
25 reference to Ms. Campbell.  
26

1           5.533. At that point Ms. Campbell believed the slur was there, that Ms. Lucas had already  
2 harassed Ms. Campbell over being at the meeting in the first place, and then had gone on to make a  
3 final snarky remark as Ms. Campbell was leaving, not only to amuse the board and pander to her  
4 own sense of self-importance, but to diminish and sting Ms. Campbell.

5           5.534. The way Ms. Lucas made her statement, it's dismissive and haughty tone, it's effect  
6 was instantly mentally and emotionally hurtful to Ms. Campbell. She felt it negatively reflected  
7 upon her status a member of the Swedish Club, that it absolutely was intended to devalue her as a  
8 person. Ms. Campbell believed Ms. Lucas was holding her up to public ridicule in front of the  
9 board members and senior employees assembled in the library that evening.

10           5.535. As Ms. Lucas made her statement Ms. Campbell paused, turned and addressed the  
11 board – noting the following – that she felt that the SCBOD should for certain talk about Ms.  
12 Campbell and the following facts - that the board had had months [over a year in reality] to address  
13 Ms. Campbell's complaints about sexual and general harassment at the hands of a Club  
14 member/former boyfriend, and at the hands of the Swedish Clubs, Executive Director, Kristine  
15 Leander; that Ms. Campbell had been discriminated against because of her disability, that the  
16 Board had failed to respond to repeated notices to them by Ms. Campbell about a hostile workplace  
17 she had been subjected to, in addition to being subjected to retaliation related to three, federal, state,  
18 and local discrimination complaints filed by Ms. Campbell; that the board president and vice  
19 president had all had written notice of those complaints and continued to tell Ms. Campbell for the  
20 last year plus, and especially over the last seven months that they didn't know what she was talking  
21 about; and in settlement discussions between the board officers and Ms. Campbell, that the officers  
22 had engaged in bad faith, had engaged in dilatory tactics, as well as the vice president, Ms. Smith,  
23 had engaged in a false defensive tactic intended to set Ms. Campbell up and portray her then and in  
24 the future in a false light, Ms. Smith claiming that she was afraid of the disabled and barely able to  
25 walk Ms. Campbell.  
26

1           5.536. As Ms. Campbell said these things Ms. Lucas moved away from the head of the  
2 table, came towards Ms. Campbell and angrily ordered her to leave the room, repeating that Ms.  
3 Campbell needed to stop talking and leave.

4           5.537. As a member of the Swedish Club Ms. Campbell had a lawful right to be in the  
5 building, in the room, with no duty to leave.

6           5.538. Ms. Lucas has no greater standing as a fellow, general club member, volunteer, or  
7 employee than Ms. Campbell, and as such had no authority to order Ms. Campbell to leave, or to in  
8 general order her around.

9           5.539. Ms. Campbell responded to Ms. Lucas that she was not leaving.

10          5.540. Ms. Campbell went on to tell Ms. Lucas that she was just as discriminatory as Ms.  
11 Leander, the Swedish Club's executive director, that Ms. Lucas had engaged in the same kind of  
12 activity as Ms. Leander, treating Swedish Club members badly and discriminatorily.

13          Ms. Campbell was referencing a text message that Ms. Leander had sent Ms. Campbell  
14 on October 16, 2021, wherein Ms. Leander viciously disparaged Club member Helen Lowe to  
15 Ms. Campbell, and shared with her also Ms. Lucas's assessment of Ms. Lowe:

16            "That's Helen Lowe. She's polish not Scandinavian and a misfit at the club. The real  
17 issue is that she's really dumb so she gets frustrated with the world. There's no  
18 pleasing her so no sense trying. She has several women friends at the club and they  
19 have accused us of being mean to her. Sharon Lucas says that evidence she is stupid  
20 is that Helen at her age is still looking for a man!"

21          5.541. Ms. Lucas claimed to not know what Ms. Campbell was talking about – Ms.  
22 Campbell clarified – "Kristine is not as closed mouth as you think, she's told me plenty!"

23          5.542. At that moment Ms. Lucas swiftly moved in front of Ms. Campbell in a menacing  
24 manner and continued to angrily order Ms. Campbell to leave. Ms. Campbell was immediately  
25 concerned and alarmed in the moment; Ms. Lucas appeared to want a physical confrontation with  
26 Ms. Campbell. Within seconds Ms. Lucas repositioned herself again, coming closer and face to

1 face to Ms. Campbell, angrily repeating, “Leave!” Ms. Campbell taken by surprise by Ms. Lucas’  
2 now physical aggression against her told Ms. Lucas to back off.

3 5.543. All during the time the above events were happening the remainder of the people in  
4 the room, the SCBOD members, the executive director, the facilities manager, and the HR director  
5 did nothing, said nothing, they either blankly stared at Ms. Campbell and Ms. Lucas, were looking  
6 at their phones, or chowing down their free dinners.

7 5.544. Ms. Lucas within the next moment moved closer, angrily towards Ms. Campbell,  
8 repeating to her “You need to leave!” Within seconds Ms. Lucas closed the gap between her and  
9 Ms. Campbell. Ms. Lucas proceeded to put the whole front of her body on the front of Ms.  
10 Campbell’s body, got up in Ms. Campbell’s face and yelled at her to leave.

11 5.545. At that point Ms. Campbell’s statements changed, she told Ms. Lucas to back off,  
12 to get her body off of her, that she needed to stop!

13 5.546. Ms. Lucas did not cease her physical contact with Ms. Campbell and instead by  
14 then had screwed an incredibly seething, angry look on her face, got into Ms. Campbell’s face, and  
15 began pushing her whole body forward on Ms. Campbell, pushing Ms. Campbell backwards.

16 5.547. Ms. Lucas’s face was contorted with anger – what Ms. Campbell saw was Ms.  
17 Lucas’s anger had given away to evil intent.

18 5.548. Ms. Campbell realizing the precarious position she was in tried to keep her footing  
19 but Ms. Lucas with force was pressing her body forward while still in contact with Ms. Campbell’s  
20 body, pushing Ms. Campbell backwards, all the while in a menacing voice telling Ms. Campbell,  
21 “Move!”.

22 5.549. As Ms. Lucas continued to relentlessly apply the full force of her body on Ms.  
23 Campbell, Ms. Campbell was panicked, there was no room to maneuver away from Ms. Lucas  
24 because she was forcing the full front of her body onto Ms. Campbell’s.

25 5.550. Ms. Campbell couldn’t move her legs to turn away because of force of Ms. Lucas’s  
26 body completely covering the front of Ms. Campbell, and because of Ms. Campbell’s arthritic



1 condition, her knees were seizing up under the force of Ms. Lucas's pushing her body forward onto  
2 Ms. Campbell while Ms. Campbell was trying to remain upright. Ms. Lucas's thrusting her body  
3 onto Ms. Campbell was causing Ms. Campbell severe pain in her knees.

4 5.551. With no way to get Ms. Lucas off of her so she could get away, Ms. Campbell in a  
5 moment of futility and fear realized she was about to fall if Ms. Lucas did not stop. Ms. Campbell  
6 mentally started assessing what level of injury she was about to suffer if that happened, if her fall  
7 would be broken or not.

8 5.552. Throughout all this time not a single board member, the HR person, the executive  
9 director, none of them attempted to intervene, none of them said a single word; during the  
10 preceding events peripherally Ms. Campbell at a glance observed them either looking at their  
11 phones, finishing their meal, or just blankly watching what was going on.

12 5.553. Just then behind Ms. Campbell the board's vice president, Ms. Smith, came  
13 through the doorway of the library and halted behind Ms. Campbell and said in an angry voice,  
14 "Can someone get in the room!". At that point it broke Ms. Lucas' attention and forward  
15 momentum, she removed her body from Ms. Campbell, Ms. Campbell turned to her right and  
16 headed out the Library door.

17 5.554. Ms. Lucas followed her, told her to leave again, then angrily shut the Library door  
18 between her and Ms. Campbell.

19 5.555. Ms. Campbell then joined Ms. Stevens in the lobby, they sat and discussed for the  
20 next forty minutes how shocking what had just occurred had been.

21 5.556. At 7:00 PM Ms. Stevens returned to the library for the meeting. Ms. Campbell  
22 remained in the lobby. Ms. Campbell is informed and believes and upon such information and  
23 belief alleges that before she returned for the Board meeting the SCBOD vice president, Ms.  
24 Smith, made statements to the board members, that she wanted to go on record that she was afraid  
25 of Ms. Campbell.  
26

1           5.557. When Ms. Campbell returned to the meeting, she sat down, the presiding officer,  
2 the Board's president Shama Albright asked if the guests had anything they wanted to say. Ms.  
3 Campbell stood up and addressed the board members and guests and said that she wanted to  
4 apologize for being involved in the disagreement with Sharon Lucas, that the events of the last year  
5 plus about the discrimination, the rough treatment of Ms. Campbell by the Executive Director and  
6 others had been distressing to Ms. Campbell, and that she hoped that a time would come soon  
7 when the disagreements between the board and Ms. Campbell could be resolved.

8           5.558. None of the board, none of the Swedish Club employees, and certainly not Ms.  
9 Lucas, they all stonily sat there and had no response or statement that they made at the conclusion  
10 of Ms. Campbell's remarks, except for the SCBOD vice president, Ms. Smith. She glared angrily  
11 at Ms. Campbell and said in a very aggressive and haughty voice to Ms. Campbell, "Do you think  
12 you can control yourself during this meeting?"

13           5.559. The remark was surprising to Ms. Campbell. Ms. Campbell was still trying to be  
14 conciliatory and patient as she had been for over 14 months by then, and here Ms. Smith wanted to  
15 throw gasoline on the fire instead. Ms. Smith's remarks were clearly intended to demean and  
16 belittle Ms. Campbell.

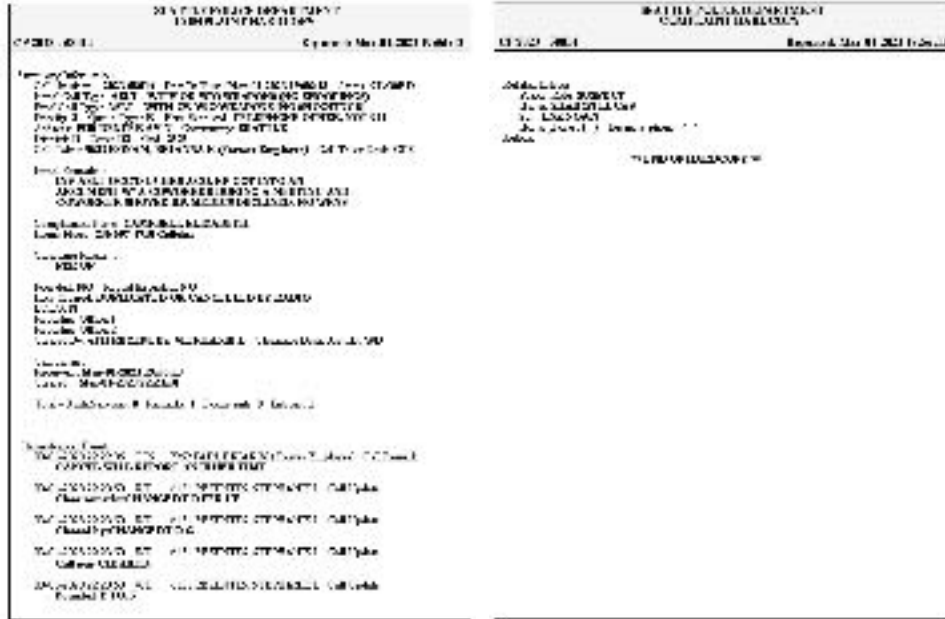
17           5.560. Taken aback Ms. Campbell slowly asked, "Is that a question?" Ms. Smith  
18 continued with a sneer, "Yes it is, do you think you can control yourself?"

19           5.561. Ms. Campbell did not take Ms. Smith's bait and replied that "Yes," she would be  
20 fine. Ms. Smith muttered that she doubted it or some comment to that effect, that was still  
21 inflammatory as well as dismissive and demeaning of Ms. Campbell.

22           5.562. The Board meeting went on for the next fifty minutes. Halfway through the  
23 meeting Ms. Campbell was experiencing emotional and physical distress from the verbal and  
24 physical encounter with Ms. Lucas such that she left the room and went out into the Swedish Club  
25 lobby, her heart was having palpitations, Ms. Campbell was stressing out about how narrowly she  
26

1 had missed being pushed over by Ms. Lucas, the shock was setting in over having her whole  
2 person violated that way by Ms. Lucas.

3 While she was waiting in the lobby Ms. Campbell regained enough composure and at 7:56  
4 PM called the Seattle Police Department and reported Ms. Lucas's assault and battery of Ms.  
5 Campbell. Police dispatch said they would send an officer at when one became available:



17 5.563. Ms. Campbell stayed in the Swedish Club lobby, waited for the police to arrive,  
18 and did not return to the board meeting. Approximately 20 minutes later the board meeting was  
19 partially broken up. Ms. Alaimo came out and feigned interest in Ms. Campbell waiting for the  
20 police but sent a text message to Ms. Leander; Ms. Leander came out shortly after, sort of asked  
21 Ms. Campbell what was going on but drifted off and sat with two other board members in the  
22 lobby, with Ms. Campbell, and with Ms. Stevens. Everyone waited together, no conversation  
23 ensued between Ms. Leander and the board members and Ms. Campbell and Ms. Stevens.

24 5.564. By 10:00 PM the police still had not arrived. Everyone left, the building was  
25 locked up. Ms. Campbell continued to wait alone in her car, outside in front of the building for the  
26 police to arrive.

1           5.565. For the next several days Ms. Campbell was in a state of trauma related to Ms.  
2 Lucas' violation of her body, her person. Ms. Campbell was experiencing panic attacks,  
3 depression, and emotional distress, necessitating her to reach out and seek professional and  
4 emotional support services to try to calm her anxiety. Since then, the experience continues to  
5 negatively affect Ms. Campbell, she becomes emotionally distraught, has fits of tears, and is  
6 triggered of Ms. Lucas's violation of her body.

7           5.566. At 9:36 AM on the morning of March 3, 2023, Ms. Campbell received a call from  
8 the Swedish Club's HR person, Ms. Alaimo and the SCBOD's vice president, Ms. Smith. Ms.  
9 Alaimo told Ms. Campbell the purpose of their call was to tell Ms. Campbell that she was not to  
10 come to work that morning, that she was being put on paid administrative leave while an  
11 investigation of Ms. Campbell took place related to the events of March 1st, i.e., Ms. Campbell's  
12 interaction with the SCBOD on the evening of March 1st and related to Ms. Campbell having a  
13 negative interaction that same evening in with a fellow employee, Ms. Hayes, the Swedish Club's  
14 bookkeeper.

15           5.567. Ms. Alaimo also informed Ms. Campbell that she was not to be on the Swedish  
16 Club's property at any time thereafter.

17           5.774 Ms. Campbell responded to Ms. Alaimo's statements and first noted that Ms.  
18 Alaimo was the HR director, and that Ms. Alaimo did not have the authority to act against Ms.  
19 Campbell as a member; that Ms. Campbell was at the Swedish Club on March 1st to attend the  
20 SCBOD meeting as a member, not as an employee.

21           5.568. Ms. Alaimo and Ms. Smith had no cogent response that comported with the facts  
22 and questions, statements raised by Ms. Campbell.

23           5.569. Ms. Campbell asked if Ms. Lucas had likewise been banned from the building, and  
24 stated that she had after all been the aggressor, without cause being verbally aggressively towards  
25 Ms. Campbell, and then went on to in fact physically assault Ms. Campbell. Had adverse action  
26

1 been taken against her? Again Ms. Alaimo and Ms. Smith had no cogent response and in fact  
2 dissembled, talked over each other.

3 5.570. Hearing their equivocal response Ms. Campbell concluded that Ms. Lucas unlike  
4 Ms. Campbell had not been banned from the Swedish Club property and was facing no reprimand  
5 or adverse action against her.

6 5.571. Ms. Alaimo stated to Ms. Campbell that things were being done, “by the book,”  
7 and that she would be sending Ms. Campbell an email that outlined the things that were discussed  
8 during the phone conversation.

9 5.572. Over an hour later Ms. Campbell received a letter by email from Ms. Alaimo.  
10 Despite Ms. Alaimo's statement to the contrary, the substance of the conversation between Ms.  
11 Alaimo, Ms. Campbell, and Ms. Smith was not written up in the letter.

12 5.573. Ms. Alaimo's letter stated:

13 “Following up on our phone call this morning, this is an official notice to inform you  
14 that you are being placed on paid administrative leave effective immediately as  
15 Swedish Club considers your conduct on Wednesday night, including reports that you  
16 verbally abused a fellow employee, and engaged in unacceptable and insubordinate  
17 conduct towards the Board, other members, and a volunteer. During this time, you  
18 are not to be on Club premises as a member, volunteer, or employee.”

19 5.574. Ms. Alaimo's March 3<sup>rd</sup> letter did not reflect the conversation she and Ms. Smith  
20 had with Ms. Campbell. It omitted the parts of the conversation where Ms. Campbell questioned  
21 Ms. Alaimo's authority to regulate Ms. Campbell's membership, Ms. Campbell's inquiry about  
22 what rebuke, investigation, or suspension of Ms. Lucas if any was taking place.

23 5.575. Six days later on March 9, 2023, Ms. Campbell received a letter by email from Ms.  
24 Alaimo related to the matter of March 1<sup>st</sup>. The letter read:

25 “This letter is an official notice to inform you that your employment and membership  
26 at the Swedish Club is being terminated effective today.

“You were notified by letter dated March 3, 2023 that the Swedish Club was placing  
you on administrative leave as it considered your conduct at the March 1, 2023 Board  
meeting.

1 “At the March 1, 2023 Board meeting, you engaged in insubordinate and disruptive  
2 behavior toward Board members, other members, and a volunteer. This follows  
3 another instance of disruptive conduct at the November 2022 Board meeting, which  
4 you were told was inappropriate and unacceptable. Yet you repeated and escalated  
5 this conduct during the March 1, 2023 meeting.

6 “Additionally, we have received a report of verbal abuse by you towards a fellow  
7 employee which could also be additional grounds for termination.

8 “Your employment is therefore terminated effective, immediately. Additionally, your  
9 membership to the Swedish Club is also revoked, effective immediately. In October  
10 2022, you paid for membership from October 1, 2022-October 31, 2023. We will refund  
11 you the remaining 7 months of your membership dues.

12 “Because of the circumstances, the Swedish Club has packed your personal belongings  
13 found on Swedish Club premises. To avoid any disruption, we are sending these items  
14 to you via courier. Until further notice, you are not to be on club premises as an  
15 employee, member, volunteer, guest of a member, or in any other capacity.

16 “If you have any questions, please direct them to me by email at  
17 sarah@swedishclubnw.org.”

18 5.576. On March 9<sup>th</sup> when Ms. Alaimo’s issued her letter to Ms. Campbell, Elizabeth Ms.  
19 Norgren was the current executive director of the Swedish Club, however, Ms. Leander was still  
20 working at the Swedish Club also.

21 5.577. On the afternoon of March 9th Ms. Campbell’s work-related property that she kept  
22 at the Swedish Club was ordered to be boxed up and was couriered over to her home.

23 5.578. On the afternoon of March 10th Ms. Campbell was served a copy of the Swedish  
24 Club’s March 9th termination letter.

25 5.579. At no time was Ms. Campbell given notice that her membership in the Swedish  
26 Club was in danger of or going to be terminated, and accordingly was not given any notice or due  
process opportunity to be heard, to challenge plans to terminate her membership.

5.580. There are no provisions in the *Bylaws* for terminating memberships, only  
provisions for removing directors; and likewise, there are no provisions in the *Bylaws* for appealing  
a membership termination, and Ms. Campbell is unaware of any other due process procedures  
adopted by the SCBOD that provide for an appeal should her membership be terminated.



1 Campbell. It literally was the first time Ms. Campbell had been in any kind of close proximity to  
2 or had talked to Ms. Smith; for over a year before Ms. Campbell's only interaction with Ms. Smith  
3 was a non-interaction, observing her as a talking-head-like figure in the SCBOD Zoom meetings;  
4 and once she noted Ms. Smith's presence at the in-person, November 2, 2022 board meeting. Ms.  
5 Campbell had no interaction with Ms. Smith at that meeting. She did not see her again in person  
6 until February 13, 2023.

7 5.585. Ms. Smith was at best irascible at the February 13<sup>th</sup> Starbucks meeting, seemed  
8 detached from any kind of active listening effort when Ms. Campbell spoke; announced right off in  
9 a dismissive manner that she unlike Ms. Albright had not read Ms. Campbell's pre-meeting  
10 documents that Ms. Campbell had provided to Ms. Albright and Ms. Smith.

11 5.586. During the meeting Ms. Campbell, Ms. Albright, and Ms. Smith were taking notes.  
12 Ms. Campbell was sharing with Ms. Albright and Ms. Smith some talking points that she had  
13 written down. Midway through the meeting at 39 minutes in Ms. Smith interrupted Ms. Campbell  
14 as she was talking about Ms. Hayes' financial reports to the board and the fact that the SCBOD had  
15 not been engaged, not been keeping financial oversight over the operations. Ms. Smith interrupted  
16 Ms. Campbell mid-sentence and stated, "I'm going to say right now I don't appreciate you pointing  
17 your pen at me." Ms. Campbell was taken aback, said, "All right" and continued on.

18 5.587. Several minutes later Ms. Smith interrupted Ms. Campbell again and said, "You're  
19 pointing your pen again." Ms. Campbell responded, "I'm just emphasizing..." Ms. Smith  
20 interrupted again, "Yeah, that is not very friendly."

21 5.588. The meeting devolved at that point. Ms. Smith pressed her case that binding  
22 mediation was her objective. She eschewed any responsibility as a board member for any of the  
23 incidents of employee or member harassment by Ms. Leander, including her doing the same to Ms.  
24 Campbell. Ms. Smith likewise eschewed responsibility for the board's lack of oversight of Ms.  
25 Leander, and for the board's clearly apparent lack of oversight of the Club's finances that Ms.  
26 Campbell had complained of.



1           5.589. The meeting ended at 00:49:33 minutes. Ms. Olson left. Ms. Albright stayed for  
2 another half hour with Ms. Campbell – weeping about how being board president had been such a  
3 disappointing experience and about her divorce she was going through. Ms. Campbell felt sorry  
4 and compassion for Ms. Albright. Like Ms. Albright she had fairly recently gone through the  
5 breakup of a decades long intimate relationship, with defendant Mr. Matthiesen, and like Ms.  
6 Albright has a son on the Autism Spectrum, Ms. Campbell’s 25 year old grandson is on the  
7 Spectrum. They had mutual things to commiserate about. Ms. Campbell took Ms. Albright’s hand  
8 and held it for over 20 minutes, comforting her and trying to perk her up.

9           5.590. The February 13<sup>th</sup> meeting was Ms. Campbell’s only interaction with Ms. Smith  
10 until March 1, 2023. On March 1, 2023 Ms. Campbell and fellow Club member and friend Lorelei  
11 Stevens came to that SCBOD meeting in the Swedish Club library only to be told that it was  
12 delayed. During that portion of the agenda Ms. Smith was not in the room. An altercation ensued  
13 between Defendant Ms. Lucas and Ms. Campbell wherein Ms. Lucas physically assaulted Ms.  
14 Campbell (the details of that incident are more fully set out in Section K Sharon Lucas).

15           Ms. Smith returned to the room just as Ms. Campbell was being pushed backwards by Ms.  
16 Lucas through the door; Ms. Smith angrily muttered as she approached Ms. Campbell from behind,  
17 “Can anyone get through here!” Ms. Campbell with no word to or encounter with Ms. Smith  
18 turned and left the room. She did not see Ms. Smith again until almost an hour later.

19           5.591. When Ms. Campbell returned for the actual board meeting she made a general  
20 apology to the SCBOD and the two or three staff in attendance. Ms. Smith spoke up and with what  
21 sounded like a sneer to Ms. Campbell wanted to know if Ms. Campbell thought she could control  
22 herself. Ms. Campbell believed that the implications of Ms. Smith’s tone and question were  
23 another version of what Ms. Smith had attempted to do at the February 13<sup>th</sup> meeting, to put Ms.  
24 Campbell into a false light, to make carefully framed statements that would give the impression  
25 that Ms. Smith was in fear for her person and that Ms. Campbell was the cause of that.

26

1 5.592. Ms. Campbell answered Ms. Smith's ignominious question, that she could control  
2 herself.

3 5.593. Within approximately 20 minutes Ms. Campbell left the meeting to call 911 and  
4 report to the Seattle Police Department Ms. Lucas physical assault against her.

5 5.594. After the meeting Ms. Stevens shared with Ms. Campbell that before Ms. Campbell  
6 had arrived at the meeting that Ms. Smith had made a point of order with the SCBOD secretary,  
7 defendant Ms. Emerson, that she wanted to be sure that Ms. Emerson made a notation in the  
8 minutes that Ms. Smith was afraid of Ms. Campbell.

9 5.595. At the next board meeting, April 5, 2023, Ms. Stevens was not given the meeting  
10 packet with the prior month's minutes as she customarily was given up to that time. At the board  
11 meeting the approval of the March 1, 2023 minutes was undertaken, board member and defendant  
12 herein, Mr. Odderson commented, he chuckled and said he had been amused when he read the  
13 March 2023 board meeting minutes.

14 5.596. Ms. Stevens has made requests for the March 1, 2023 board meeting minutes a  
15 second time but they have not been provided to her.

16 5.597. Since that time Ms. Campbell is informed and believes and upon such information  
17 and belief alleges that Ms. Smith has continued on during the remaining months of 2023 engaging  
18 in her pattern of fearmongering and intimidation, putting forth false and defamatory commentary  
19 about other members at successive board and members' meetings, "dirtying them up" as it were in  
20 order to cancel and defame them.

21 5.598. On March 10, 2023 Ms. Smith made it a point to engage in an aggressive and  
22 humiliating manner with the 77 year old outgoing executive director, Ms. Leander. According to  
23 Ms. Leander, "But at 4:00 PM on that same Friday, Vice President Molly arrived in the office,  
24 saying that I had to leave right now because the board wanted me gone. I explained about the  
25 Monday and Tuesday wrap up [plan with Ms. Norgren] but she was adamant that I had to leave  
26

1 and it was a board decision. I negotiated to stay one more hour to do a bit more clean up. Molly  
2 came back at 5:00 PM to make sure I left the building, it was humiliating.”<sup>212</sup>

3 5.599. At the October 18, 2023 members’ dinner/meeting Ms. Smith relied on the services  
4 of her boyfriend, and Swedish Club member Charles Willi, who asserted himself as the security  
5 guard for the evening; he was serving in solidarity with the board and Ms. Norgren; Ms. Campbell  
6 is informed and believes and upon information and belief alleges that Mr. Willi was engaged to act  
7 as a bouncer because certain board members and others alleged they were afraid of the members’  
8 possible reaction towards them.

9 Mr. Willi was used by Ms. Smith to silence members’ she did not wish to hear from, was  
10 directed to threaten or to escort members out whom Ms. Smith targeted. In fact, just as Ms. Smith  
11 had Ms. Leander escorted out of the Swedish Club on March 9<sup>th</sup>, Ms. Leander was escorted out of  
12 the building by Mr. Willi on the evening of October 18, 2023.

13 5.600. After engaging in the rude and menacing manner he did against his fellow Swedish  
14 Club members on the 18<sup>th</sup>, Mr. Willi now is fashioning himself as a rational person who will bring  
15 a positive impact to the board by focusing on process and communications; he is a candidate for  
16 the SCBOD.

17 5.601. Ms. Campbell is informed and believes and upon information and belief alleges  
18 that Mr. Willi’s actions on October 18, 2023 were in violation of the club’s code of conduct. Mr.  
19 Willi has not been sanctioned or otherwise suffered any repercussions for his “not very friendly  
20 behavior.” Mr. Willi is a White male.

## 21 **B. DEFENDANT TOENE HAYES**

22 5.602. In the mix, the Swedish Club’s accounting department lead, Ms. Hayes, has  
23 contributed a whole layer and level to the dissension and angry atmosphere at the Swedish Club  
24 that Ms. Campbell and many others have had to endure and suffer through.

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25  
26 <sup>212</sup> Leander, Kristine. “Dear Swedish Club Board, Administration and Members.” Personal Letter. October 18, 2023.

1           5.603. Ms. Hayes has a history of engaging with Ms. Campbell in an angry, hyperbolic  
2 attitude and voice, but more importantly a history of Ms. Hayes harassing Ms. Campbell and  
3 making false reports to Ms. Leander, Ms. Haye’s supervisor, about Ms. Campbell.

4           5.604. Not only has Ms. Campbell also both been subjected to countless disappointing and  
5 withering exchanges with Ms. Hayes, but just as damaging to Ms. Campbell, she has also  
6 witnessed and become aware of dozens of incidents now of Ms. Hayes’ angry treatment of  
7 employees and employee/vendors.

8           5.605. Ms. Haye’s harsh treatment of employees, her tongue lashings of them, her  
9 contrarian and dismissive attitude towards them, and Ms. Hayes dismissive commentary towards  
10 them has had a cumulative and negative effect on Ms. Campbell’s emotional well-being, and  
11 contributed to her levels of stress, unhappiness, and general apprehension about the Swedish Club  
12 environment when she was there as a member and as an employee; and it has had a post traumatic  
13 effect on her since then.

14           5.606. There were many times from late 2021, through 2022, on into 2023 that Ms.  
15 Campbell witnessed Ms. Hayes being barely civil towards employees at the Swedish Club. One  
16 example of Ms. Hayes contrarian and venomous attacks on employees is this one unfortunate  
17 incident set out below:

18           On September 1, 2022, Swedish Club kitchen employee RC Charles (hereinafter “Mr.  
19 Charles” was visiting the Swedish Club with his mother, longtime member Patricia Charles  
20 (hereinafter “Mrs. Charles”). Ms. Campbell has worked with, observed, and learned, that Mr.  
21 Charles is a meek and compliant employee who has worked at the Swedish Club even when he  
22 was a young man and his parents the late Robert Charles and Mrs. Charles were active  
23 members.

24           Ms. Campbell has often witnessed him being horribly used and abused by Ms. Leander,  
25 listened to her talk badly about him, to him, and even been present when Ms. Leander has run  
26 down Mr. Charles’ mother to his face – for example at a staff meeting on or about April 5,

1 2022 in Ms. Leander's office, Ms. Leander in a harsh voice told Mr. Charles to leave his  
2 mother at home, to not bring her to the Swedish Club.

3 Ms. Leander's oft repeated comment about Mr. Charles to Ms. Campbell and others in  
4 December of 2021, and later on in 2022, "He's a momma's boy!" In tandem Ms. Leander  
5 often has likewise talked in a deprecating manner about Ms. Charles to Ms. Campbell – in fact  
6 the first time she said something to Ms. Campbell about Mrs. Charles, in late summer of 2021,  
7 Ms. Campbell had no idea who it was Ms. Leander was talking about.

8 Ms. Leander told Ms. Campbell there was some old woman who was a Swedish Club  
9 member who snuck around the Swedish Club's garden areas and tried to plant plants that Ms.  
10 Leander did not want.

11 Later on, Ms. Leander's comments identifying Ms. Charles and how it was she didn't  
12 like her to be at the Swedish Club, led Ms. Campbell to put two and two together – Ms.  
13 Leander had been running down Ms. Charles in 2021.

14 It is of note that Mrs. Charles and her late husband were long time members and strong  
15 supporters of the Swedish Club. Mr. Charles with his parents also worked often as volunteers  
16 at the Club for many years.

17 While turning in his invoices on September 1, 2022 to Ms. Hayes for purchases he  
18 made for the Swedish Club kitchen Ms. Hayes confronted Mr. Charles in an accusatory  
19 manner, berated him for not leaving the leftovers from the Friday, August 26, 2022 dinner in  
20 the Lobby Kitchen refrigerator so Ms. Hayes could help herself to them as she regularly did, on  
21 Mondays after the Friday dinners; this time, Monday, August 29<sup>th</sup>.

22 Mrs. Charles told Ms. Campbell that RC had taken the salad leftovers home on Friday  
23 night as was customary for employees at the conclusion of the meal service because salads  
24 were unlikely to be fresh and edible the third day after they had been made.

25 According to Mrs. Charles's statements to Ms. Campbell shortly after Mr. Charles  
26 encounter with Ms. Hayes that Monday, there ensued a substantial berating by Ms. Hayes

1 against Mr. Charles in front of his mother, including Ms. Hayes suggesting to him that she was  
2 going to accuse him of theft of the food he had taken home. Mrs. Charles told Ms. Campbell  
3 that she tried to intervene and advocate for her son but Ms. Hayes would have none of it. Ms.  
4 Hayes continued to berate and intimidate Mr. Charles in her usual loud and angry manner.

5 Mrs. Charles said Ms. Hayes' anger was so intimidating to her son that in order to  
6 placate Ms. Hayes Mr. Charles then and there scurried out of the Swedish Club, drove to the  
7 nearest QFC store and "He brought immediately \$75 worth of 5 really good salads \$12 of  
8 meatballs," returned to the Club with them and gave the food items to Ms. Hayes to eat.

9 5.607. From that time forward until mid-November 2022, Ms. Campbell and every  
10 employee charged with clearing the food and storing it after the Club's dinners and events has  
11 made every effort to make sure that the leftovers are in the Lobby Kitchen and available for Ms.  
12 Haye's consumption on Mondays.

13 5.608. In the early evening of October 21, 2022 Ms. Campbell was in the bar at the  
14 Swedish Club taking a break after work. She observed Ms. Hayes come into the bar and very  
15 publicly making a display of ordering a bottle of champagne, Ms. Hayes announced that it was for  
16 Ms. Leander, Mr. Rahman, and herself.

17 5.609. Ms. Campbell was intrigued by Ms. Hayes talking so loudly and behaving in a  
18 grandiose manner – it piqued her curiosity. Ms. Campbell went over to the bar where Ms. Hayes  
19 was standing, she asked Ms. Hayes what was the occasion? Ms. Hayes responded that her, Ms.  
20 Leander, and Mr. Rahman were there to celebrate the elimination of two employees they had not  
21 liked, and their hiring of new employees, including one to replace one of the ones they had not  
22 liked.

23 5.610. Ms. Hayes animation and responses to Ms. Campbell that evening were so  
24 astonishing in their disregard for others, and the damning and low opinions Ms. Hayes said she and  
25 Ms. Leander, and Mr. Rahman had held of the two employees that had recently left the Swedish  
26 Club's employ/position, employees that Ms. Campbell thought were good employees, nice people,

1 good work friends, that Ms. Campbell memorialized Ms. Hayes breathlessly delivered statements  
2 to her in the form of stage dialog:

3 TOENE: "And oh, Kristine, she's got a new assistant manager!! Now again, all the references  
4 have to be done, but my god, she's just been, gone through, *the last two have been very hard on*  
*her!*"<sup>213</sup>

5 ELIZABETH: "Have we had an assistant, managers?"

6 TOENE: "Event manager, the one sitting out there at the front desk. "

7 ELIZABETH: "So Stephanie, is that the one, that's what she is?"

8 TOENE: "Yes, she's given her notice, which is a good thing. The one before was kind of a disaster  
9 [Wendy]."



10-21-22 Champagne Celebration 10-21-22

L-R Anis Rahman, Kristine Leander, and Toene Hayes.

11  
12  
13  
14  
15  
16  
17  
18  
19 5.611. On November 8, 2022, Ms. Campbell wrote to the then lead chef for the Swedish  
20 Club, Christine Ross about Ms. Campbell's encounter and observations of Ms. Hayes, Ms.  
21 Leander, and Mr. Rahman on the evening of October 21st:

22 "But always, there is Kristine - that's what I thought about the happiness thing,<sup>[214]</sup> but  
23 here's where I think that all goes - it's more of the cloaking, KL, Anis, Toene, now this  
24 Sarah - it all serves to cloak Kristine, place people in front of her to provide all these  
25 wedges against matters that are directly under her control, decisions, treatment of  
26 people - I saw that especially with Anis."

<sup>213</sup> Ms. Hayes is referencing Kristine Leander the then executive director of the Swedish Club.

<sup>214</sup> "Happiness" references Ms. Alaimo's penchant for touting herself as a certified happiness coach, in contrast to what later came into practice, her vindictive and ruthless behavior towards others.

1 ...

2 “Oh, I agree with you - but I’m here to share - I have it written up what all Toene said -  
3 including she said that the last two event planners - that would [be] Stephanie and  
4 Wendy<sup>[215]</sup> - were disasters - her words and sentiments exactly as she said it to me. I  
5 was like, boy, this is bad. But I knew they thought they had pulled something over on  
6 themselves!”

7 “There is a reason Anis, Toene, and Kristine treated themselves to a champagne toast  
8 on the evening of October 21st - Toene said to me - they were toasting themselves for  
9 hiring the HR person and the new event planner. I thought the whole thing very telling  
10 - they thought they had really pulled something off and I knew it was something that  
11 greatly benefitted them at everyone else’s expense –“

12 5.612. Ms. Campbell early on and originally brought her misgivings and distress about  
13 Ms. Hayes angry behavior towards her to Ms. Leander in an email on March 4, 2022:

14 “Hi Kristine,

15 “Just a clarification. I often feel intimidated when I do business with Toene because I  
16 feel that she has a hair trigger temper, or I feel that I might inadvertently say the wrong  
17 thing and then I feel she easily gets perturbed or irritated about something that I  
18 believe does not merit that kind of response.

19 “I have made a concerted effort to comply with the instructions she has provided me  
20 with in terms of timecards and expense invoices.

21 “In short, I like Toene and have no ill will towards her, for me like I said, I get worried  
22 and intimidated often when I interact with her.”

23 Ms. Leander’s response to Ms. Campbell was to fob off Ms. Campbell’s concerns  
24 about Ms. Hayes and make Ms. Campbell responsible for managing Ms. Hayes’s anger.  
25 Ms. Leander acknowledged Ms. Hayes tendency to engage in angry behavior but left the  
26 matter up to Ms. Campbell to manage, “Just respectfully ask her to not react angrily  
toward you. She’s a reasonable person and when she learns she’s stepped over the line  
with her anger or frustration, she’ll back down. I’m sorry it’s happening, but you can fix  
it.”

---

<sup>215</sup> Former Swedish Club employees Stephanie Buley and Wendy Lundin Clark.



1           5.613. After Ms. Leander’s response Ms. Campbell tried to avoid Ms. Hayes as much  
2 as possible and to make every effort not to give Ms. Hayes an opportunity to engage in her  
3 vituperative manner. However, given that Ms. Hayes was in charge of reimbursing Ms.  
4 Campbell’s weekly purchases of food and supplies for the Swedish Club, often enough Ms.  
5 Campbell had to conduct business with Ms. Hayes.

6           5.614. Occasionally, Ms. Hayes might be civil to Ms. Campbell for an interaction or  
7 two, but given Ms. Leander’s alliance with Ms. Hayes, Ms. Campbell recognized the futility of  
8 working with Ms. Hayes free from Ms. Hayes’ anger and withering verbal attacks, her  
9 disagreeable attitude.

10           5.615. On April 18, 2022 Ms. Campbell wrote the Swedish Club’s former lead chef,  
11 Malin Jonsson-Borgström about this disturbing behavior of Ms. Hayes:

12           “I have been also what I feel abused by Toene, she has remonstrated with me that on  
13 three prior receipts that I had included an item for my own consumption. The majority  
14 of the time I keep it all strictly separate - a transaction for the SC, a transaction for me,  
15 however on those occasions it was easier to just do it all at once.

16           “I told Toene it was my credit card and how I used it was not something I felt she had a  
17 right to dictate to me. She always gets loud and obstreperous and goes on how her  
18 bookkeeping has priority, her job has priority, she is just doing her job.

19           “And then, she turns it further and says in the future I should do things differently; she  
20 is going to make an exception and pay the prior invoice.”<sup>216</sup>

21           5.616. Ten days later on April 27, 2022 Ms. Campbell wrote Ms. Jonsson again about  
22 Ms. Hayes’s continued angry behavior, and what she had written about in the discrimination  
23 complaint Ms. Campbell had filed with the State of Washington Human Rights Commission:

24           “[T]he bookkeeper, Toene Hayes,... is an extremely disagreeable person to deal with  
25 (historically, documented, and with almost every staff person - bombastic, loud, refuses  
26 to be respectful); I have written and spoken with the Director about this but Ms. Hayes  
continues to act accordingly, including last week telling me that I am a vendor to the  
Club and as such I should not expect any prompt turn around of my requests to be  
reimbursed...Ms. Hayes agreed to be more courteous and pleasant that day. However  
this next week it is back to the same attitude – when I request a payment on account or

<sup>216</sup> Campbell, Elizabeth. Text message to Malin Jonsson. iMessage. April 18, 2022.

1 an advance she informs me she is busy, I'm interrupting her, she'll get on it when she  
2 has time; and she even asked me if I could get a credit card – it would make it easier for  
3 the Swedish Club if I did that...To be clear, Ms. Hayes has been required to turn around  
4 my reimbursements, however it is not before and after she has given me a tongue  
lashing about how that should not be, how difficult her job is, how the situation is my  
fault."<sup>217</sup>

5 5.617. On May 4, 2022 Ms. Campbell wrote both Ms. Leander and the Board's  
6 president, Mr. Sund, and the other board members about the verbal and emotional abuse by  
7 Ms. Hayes towards Ms. Campbell and the rest of the staff at the Swedish Club:

8 "Another part of the hostile environment that is maintained and directed at the  
9 Swedish Club's employees, suppliers, volunteers, and the like, being subjected to the  
10 well known fits of anger and piqué of Toene Hayes. I have brought it to your attention  
11 Kristine more than once, and in writing, nothing has been done about her verbal and  
emotional abuse of most everyone. It continues unabated."

12 5.618. On June 3, 2022, Ms. Campbell wrote her daughter, Candy Martin,<sup>218</sup> about the  
13 turmoil that Ms. Hayes put Ms. Campbell through about getting paid for the supplies Ms.  
14 Campbell purchased for the Club, and about Ms. Hayes' penchant for trying to place Ms.  
Campbell in a false light with Ms. Leander:

15 "I'm back in the food purchasing, money loaning to the Club business  
16 arrangement. We have fought over it in general ever since then - sometimes they will  
17 advance me money; but it's been really spotty - Toene has turned my checks around -  
18 but it always had some crappy commentary [from Toene]. We had a blowout about  
19 three months ago - they [Ms. Leander and Ms. Hayes] seriously told me they were doing  
20 me a favor because it was all to my advantage - they thought I had a credit card and was  
getting points on it; I told them no, and then they went the rest of the way - oh, I didn't  
even have a credit card - oh, that was humiliating, but they continued, well they would  
work on it sort of.

21 "[B]ut the reality for them was that they just didn't have any accounts with  
22 suppliers; oh, so finally, only two times - they let me use the [Swedish Club] credit card  
23 when I had a couple of couple hundred dollar purchases I needed to make; but even  
24 that couldn't be pleasant, the first one was for the NYE dinner - Toene went to Kristine  
afterwards and claimed she didn't know what a charge on the credit card was for - I had  
had that card but she didn't know what the charges were for.

25  
26 <sup>217</sup> Campbell, Elizabeth. "Elizabeth Campbell Discrimination Complaint to the Washington Human Rights Commission." April 27, 2022.

<sup>218</sup> Campbell, Elizabeth. Text message to Candy Martin. iMessage. June 3, 2022.

1 "It was a fake bullshit thing she was doing - Kristine remonstrates with me, I  
2 needed to be sure to turn in my slips - uh, I sent Kristine the email wherein I had  
3 requested pre approval for one charge - I had the company supply them before I got  
4 the card with the invoice that I was going to charge on the credit card - I sent it to both  
5 Kristine and Toene at the time, then I turned in the actual charge slip and the invoice  
6 with the rest of my invoice - I went through it with Kristine - it wasn't possible that Toene  
7 did not know, and I had done only one charge."

8 5.619. On November 29, 2022 in Ms. Campbell's letter to the Swedish Club's HR  
9 person, Ms. Alaimo, Ms. Campbell also brought to Ms. Alaimo's attention the matter of Ms.  
10 Hayes ongoing, angry behavior towards another employee, and Ms. Campbell's experience  
11 with the same:

12 "Christine [Ross] told me she had turned in her receipts to the bookkeeper Toene  
13 Hayes and asked her to pay her the same day. However from what Christine told me  
14 that day, and prior days, Toene in typical fashion had done to Christine what Toene  
15 would do to me when I asked to be paid when I fronted the money for the Club's food  
16 and kitchen supplies, she went on the offensive, launched into a rant, did her whole  
17 'Don't bother me, I'm busy!', dismissive routine. It is an entirely unpleasant  
18 experience, and it *always* happens that way when interacting with Toene."

### 19 **1. The Fake Job Interview of Ms. Campbell**

20 5.620. On July 27, 2022 Ms. Campbell applied for the fourth time for the Food Service  
21 Manager position which had been open four different times over the last seven months.<sup>219</sup>

22 On August 5, 2022, Ms. Campbell participated in what was supposed to be a job  
23 interview for the Food Service Manager position – Ms. Leander, Mr. Rahman, and Ms. Hayes  
24 were the interview committee. Ms. Campbell felt the meeting went well. She wrote to the  
25 Swedish Club's employment attorneys on August 11, 2022, telling them how she felt things  
26 went during a portion of the meeting:

"At the meeting on the 5<sup>th</sup> [August] I was pleasant, forthright, and conciliatory with  
Kristine, Toene, and Anis. I noticed they did not want to talk about resolving anything.  
At the closing of the meeting I shared with them for me a very emotional, sincere, and  
heartfelt moment - I said to them that whatever the circumstances that I always will  
be appreciative of the opportunities that I have been afforded at the Swedish Club,

<sup>219</sup> 1) 12-14-21 Malin Jonsson quits 2) 03-26-22 Jane Tacoma Doe quits 3) : Tom Perricone quits.

1 that regardless of how anything stood between us, that I had said it to Kristine before,  
2 and reiterated it to them, I have appreciated and enjoyed many of my times at the  
3 Swedish Club.”

4 5.621. However, the other part of Ms. Campbell’s letter to the attorneys dealt with the  
5 reality of that meeting, that Ms. Leander, Ms. Hayes, and Mr. Rahman had not engaged in  
6 good faith with Ms. Campbell, despite her having made a conciliatory overture in writing to  
7 Ms. Leander, Mr. Rahman, and Ms. Hayes, her wish to contribute to the success of the  
8 Swedish Club.

9 Instead, none of that was discussed during the “job interview” meeting. Ms. Campbell  
10 realized afterwards that it was a checkbox meeting, that it was a setup so that Ms. Leander in  
11 light of Ms. Campbell’s discrimination complaints would be able to offer up some plausible  
12 enough sounding claim that she had interviewed Ms. Campbell for the job.

13 5.622. On August 12, 2022 Ms. Campbell asked Mr. Rahman and Ms. Hayes about  
14 information she had received on August 10th, that another applicant had in fact already been  
15 selected for the Food Service Manager job before they had met with Ms. Campbell for her  
16 interview for the same job on August 5th.

17 Their response was to immediately get irate, very irate. Mr. Rahman launched into an  
18 attack against the fact that someone had told Ms. Campbell about another person (Christine  
19 Ross) being hired for the FSM job – he told Ms. Campbell that whoever had said something  
20 wasn’t authorized to give Ms. Campbell such information.

21 Ms. Hayes flew off the handle in anger and repeated over and over, that Ms. Campbell  
22 needed to ask Ms. Leander about the situation. However, Ms. Leander was in Norway at the  
23 time.

24 Neither denied Ms. Campbell’s accusation about the fake job interview – they instead  
25 dissembled and diverted the attention away from that, tacitly acknowledging their complicity  
26 and conspiracy with Ms. Leander in conducting the fake job interview of Ms. Campbell.

1                   **2. Ms. Hayes’s and Mr. Rahman’s Retaliation Against Ms. Campbell**

2                   5.623. A week later on August 18, 2022, Ms. Campbell received an email notice from  
3 *Clear Chek*, an employment background check firm – Ms. Hayes had ordered a sweeping,  
4 nationwide, 7 year, criminal background check on Ms. Campbell.

5                   5.624. Ms. Campbell is informed and believes and on such information and belief  
6 alleges that Ms. Hayes was so angry when Ms. Campbell brought up the fake job interview on  
7 August 12th that Ms. Hayes retaliated against Ms. Campbell, ordering the nationwide criminal  
8 background check on Ms. Campbell, that she knew Ms. Campbell would become aware of.

9                   5.625. In addition, Ms. Hayes had falsely certified when she ordered the background  
10 check that she had complied with federal, state, and local laws for obtaining such a report, i.e.,  
11 properly advising Ms. Campbell that the report was going to be ordered and getting Ms.  
12 Campbell’s acknowledgement and approval. Ms. Hayes had not.

13                   5.626. Even though Ms. Leander was still away, the situation at the Swedish Club was  
14 distressing enough that on August 16, 2022 Ms. Campbell wrote her about these emotionally  
15 exhausting encounters with Ms. Leander’s executive staff, Ms. Hayes and Mr. Rahman:

16                   “As for myself, it is offensive even having to go through this conversation about  
17 having to justify, or prove, or defend my well known capabilities to cook and serve  
18 anything at the Swedish Club. Because at this point - it is not about that at  
19 all. Yesterday, 8/15, once more the angry contempt in which I am held by the  
20 executive staff was demonstrated; and I documented it.” Note: Instead of having  
21 Ms. Campbell do cooking for the upcoming meal Mr. Rahman had the housekeeper  
22 come in and do cooking. See picture below:  
23  
24  
25  
26

1           5.627. Ms. Leander’s August 23rd response to Ms. Campbell was the same as her  
2 March 4, 2022 response, she dissembled, “I was not there and  
3 have only the ‘she said, he said’ version from my staff, so I can’t  
4 make a judgment about anyone’s respectful treatment of anyone  
5 else during those discussions.”

6           5.628. On September 14, 2022 Ms. Hayes made another  
7 attempt to put Ms. Campbell in a false light. Ms. Leander joined  
8 in with her, also making another preemptive strike with Ms.  
9 Hayes’s assistance, to create Ms. Leander’s own false narrative  
10 about Ms. Campbell, to likewise herself put Ms. Campbell in a  
11 false light:



12           In Ms. Leander’s September 14<sup>th</sup> email to Ms. Campbell, she told her that Ms. Hayes  
13 had reported to Ms. Leander that Ms. Campbell had ignored Ms. Hayes while Ms. Hayes was  
14 cashiering for the dinner on September 9, 2022. According to Ms. Leander:

15           “I’m told that on Friday, you ignored Toene’s greeting...Please let me know if this is  
16 incorrect. You’ve earlier made clear that you are not a fan of Toene and that you do  
17 not agree with the guest chef program. That does not excuse being rude to members  
18 of staff or guests.

18           Ms. Hayes’s and Ms. Leander’s accusations and claims were *false*. False about Ms.  
19 Campbell’s “not being a fan of Toene,” and false about what had occurred on September 9<sup>th</sup>.  
20 Ms. Campbell corrected the false record Ms. Hayes’s and Ms. Leander’s were trying to  
21 establish about Ms. Campbell, she corrected the letter in writing:

22           “Toene has omitted several details. Like she did interact with me and that I did not  
23 ignore her at all – period – and that she is lying to you about what occurred – she left  
24 out that she actually had two encounters with me that night:

25           “Encounter #1 With Toene on September 9<sup>th</sup>:

26           “I came upstairs with RC in the elevator to bring my dessert up and get it  
setup. However, I also had with me my invoice and supporting expensive slips  
attached to it to give to Toene. She was cashiering – and the last time I slipped

1 something under her door – many months ago – she did her usual over explaining  
2 and recriminations with me about how she just could not have any paperwork  
3 delivered to her in any way – no slipping under the door, no putting it in her basket  
4 without making a point to literally tell Anis or her that that had happened, and even  
5 that is unacceptable, Toene insists that paperwork be literally handed to her – and  
6 so that is what I was doing that evening, bringing my invoice to Toene, to literally put  
7 it into her hands.

8 “As RC and I exited the elevator he was pushing the food cart, I was walking next to  
9 him, I said to him that I had to drop my papers off with Toene, could he take the cart  
10 on the rest of the way to the dining room, I’d be there, in the dining room, in a  
11 minute. As we got to the cashier’s table where Toene was sitting, RC peeled off, went  
12 into the dining room, and I approached the table, however there were a couple of  
13 people that Toene was checking in, trying to get their transaction completed, so I had  
14 to wait a couple of minutes for her to be finished with that. When she was finished  
15 I came up to her, did say “Hi” and gave her my paperwork. She flipped through it for  
16 a few seconds, remarked like “ok” or something, I said “okay”, “thanks” and went  
17 into the dining room – no big deal with Toene - just turning in my paperwork.

18 “Encounter #2 With Toene on September 9<sup>th</sup>:

19 “I was walking out of the dining room past the cashier’s table at approximately 7:00  
20 PM on my way home.<sup>1</sup> As I was walking in the direction of the table to then go right  
21 towards the elevator I saw Toene sitting there watching me. I figured with her doing  
22 the eye contact that she wanted to engage me when I got closer. When I got close  
23 enough she asked me if I was buying dinner. I said “No.” as I went to my right. That  
24 should have been the end of the conversation. But she inquired after me, after I had  
25 turned away from her towards the elevator and said, “Why not?” I replied as I was  
26 turning, “I think it is best if we just stick to business conversations.” That was the  
end of all conversations between her and I. the conversation – knowing what I know  
of Toene’s interactions with others, knowing what I know about how it has worked  
with my interactions with Toene, it sounds like Toene wasn’t satisfied that she didn’t  
get an opportunity to get into one of her verbal imbroglios with me, and so she had  
to invent one, claiming there was a controversy wherenone [sic] existed.

“Further Evidence of the Falsity of Toene’s Claims and How You Treated Me on  
September 9<sup>th</sup>:

“I have two text threads addressed to you the evening of September 9<sup>th</sup> when you  
have accused me of not being nice to Toene – that I was ignoring her – it is provable,  
the opposite is true – one, Toene would have to explain how it is she got my invoice  
while she was at the cashier’s table if I had been ignoring her, and two, I sent you a  
text message at 7:16 PM (consistent with the time of my activities that I noted above  
when I was recapping my activities that night at the Swedish Club, including that

1 Toene had received my invoice, that I had made and provided you with the cookies  
2 that you had asked for, and I let you know where I had left them for you.”

### 3 **3. Ms. Campbell’s Requests for Reasonable ADA Work Related Accommodations**

4 5.629. Ms. Haye’s and Ms. Leander’s targeting of Ms. Campbell took a further twist of  
5 the knife in late September. On September 26, 2022, Ms. Leander sent an email to Ms.  
6 Campbell and cc’d Ms. Hayes, Ms. Leander notified Ms. Campbell that she would not be able  
7 to bake portions of her desserts at home anymore. She asked Ms. Campbell to come in and  
8 meet with her and Ms. Hayes. Ms. Campbell agreed to do so the next day.

9 5.630. Prior to the meeting Ms. Campbell wrote Ms. Leander and Ms. Hayes on the  
10 26th and asked a number of questions about the logistics for doing her baking at the Swedish  
11 Club, including but not limited to asking for a dedicated work and storage space for the  
12 dessert/baking work, she requested that the Swedish Club equipment she would be using for  
13 that work be in good repair and working order, and she asked Ms. Leander and Ms. Hayes for  
14 consideration of Ms. Campbell’s disability under the ADA. This was necessary because of the  
15 fact that Ms. Campbell had the same or similar accommodation at her residential workplace  
16 that she now was asking Ms. Leander and Ms. Hayes for.

17 5.631. Note: Ms. Hayes at the time of her interactions with Ms. Campbell is the  
18 designated HR person for the Swedish Club, Ms. Alaimo will not replace her as the HR  
19 director for two more months.

20 5.632. Ms. Campbell’s ADA accommodations requests were practical and related to  
21 working conditions and supportive equipment – requesting a stool, desk/table, seating/rest  
22 space, “First ADA accommodation – well guys, I use a stool with wheels even in my little  
23 kitchen at home. I would supply that myself, just don’t be surprised that it is something I  
24 use... The second accommodation – that is it, it would be the place where I can sit down and  
25 work or take a break as needed. I don’t charge for my sitting time, working on recipes,  
26



1 calculating formulas, doing paperwork. But I have that space at home and would expect it at  
2 the SC, it is part and parcel to the work I do for the Swedish Club.”

3 5.633. At the meeting on September 27th Ms. Hayes told Ms. Campbell that from  
4 thereon out she would need to work at the Swedish Club as opposed to working part time from  
5 home. She said the reason was that there were limited legal exceptions for doing baking and  
6 cooking at home for Swedish Club desserts or meals. Ms. Hayes went on at length during the  
7 meeting lecturing Ms. Campbell about how important it was that the Swedish Club abide by  
8 the law.

9 5.634. Legal considerations aside, Ms. Campbell questioned Ms. Hayes about her  
10 motivations and how according to Ms. Hayes, she “just discovered the exception”? Ms. Hayes  
11 stated that she had been just casually trolling through laws related to food preparation. The  
12 way Ms. Hayes said what she had been doing and what the outcome of Ms. Hayes’, “aimless  
13 Internet search of the laws” was, sounded like Ms. Hayes had been looking for a pretext of  
14 some kind to target Ms. Campbell related to her cooking, to cause her distress. From that  
15 standpoint Ms. Hayes’ gambit worked.

16 5.635. Ms. Hayes was able to change Ms. Campbell’s then present working conditions  
17 to ones that would be less favorable.

18 5.636. Because Ms. Campbell had become preconditioned by prior events instigated by  
19 Ms. Leander and Ms. Hayes wherein she believed that they were intentionally harassing her  
20 and seeking to make her feel uncomfortable, Ms. Campbell was not entirely surprised by the  
21 change in workplace location. However, she gracefully and willingly acceded to the situation,  
22 and acknowledged to Ms. Leander and Ms. Hayes the need to meet legal requirements.  
23 Unfortunately, future events would prove that Ms. Leander and Ms. Hayes were being  
24 selective as to what laws they chose to seek out and comply with, and who it was they would  
25 *not require* to comply with those laws – including themselves.  
26

1           5.637. Regarding the ADA reasonable accommodations Ms. Campbell requested, Ms.  
2 Leander turned Ms. Campbell down flat during the meeting. Ms. Leander also told Ms.  
3 Campbell that she would not dedicate kitchen or pantry storage space to Ms. Campbell's  
4 pastry/dessert work in either of the kitchens; she stated that everyone wants their own space to  
5 work in; she also declined to set aside any employee seating or desktop workspace, stating that  
6 there wasn't room to do so.

7           Ms. Campbell knew the latter in particular was not true as there had been vacant office  
8 space on the top floor for close to a year, the office for the food service manager who had left  
9 on December 17, 2021 was vacant; and another small office on the same floor was vacant.

10          Ms. Campbell said she would bring a stool from home to sit on as needed when she was  
11 working; and that she would bring a rolling cart to put her things on. She disappointingly  
12 realized the futility of the ADA given Ms. Leander's authority and stance on the subject.

13          5.638. On September 30, 2022, Ms. Leander sent Ms. Campbell an email and said the  
14 Swedish Club would purchase a stool for Ms. Campbell to use at the Club, and that they would  
15 clean out a cupboard near the kitchen for Ms. Campbell to store her baking/dessert making  
16 tools in, as well as to store related supplies. No other offer was made to accommodate Ms.  
17 Campbell's other ADA requests.

18          5.639. Later on, another small office space opened up, a small storage room/closet that  
19 had recently been turned into an office for Arista catering, the former foodservice provider for  
20 the Swedish Club. The Club had converted the closet at Arista's request because they said  
21 they wanted to be able to give their clients the impression that the Swedish Club was part of  
22 Arista's base of operations. After the costly remodel and turning the space over to Arista, the  
23 catering company owner and manager rarely showed up, so it sat empty.

24          5.640. When Arista released the larger office space back to the control of the Swedish  
25 Club it also sat empty for several months. Ms. Campbell asked Ms. Leander again to use the  
26 former Arista office for the research and paperwork part of her work, and as part of her ADA

1 accommodation request for a spot to sit down, an office workspace and respite area. Ms.  
2 Leander declined to grant the accommodation a second time.

3 5.641. In November 2022 when Ms. Alaimo began her employment at the Club the  
4 closet/office space was readily given to her. Ms. Leander cut Arista's rent for it in half, the  
5 office was really just a showpiece for their resume. When she learned of Ms. Leander so  
6 willingly ensuring that Ms. Alaimo had her own space to work in, Ms. Campbell felt  
7 marginalized and devalued, after all – Ms. Alaimo worked from home, she was at least 30  
8 years younger than Ms. Campbell and appeared able-bodied; and Ms. Alaimo only came to the  
9 Swedish Club on Fridays, and she worked less than four, maybe five hours at a time when she  
10 was at the Club.

11 5.642. The other office, the former foodservice office, it continued to remain vacant  
12 and unused from December 2021 on into February 2023. In the Spring of 2022 Ms. Campbell  
13 asked to use part of that office as her base of operations at the Club, a place where she could  
14 work on recipes, process paperwork, and get off her feet. Ms. Leander turned her down flat,  
15 and that office remained vacant until February 2023 when Ms. Leander promptly gave it to Mr.  
16 Yaranoff whom she had just hired as the latest Food Service Manager; Mr. Yaranoff was again  
17 like Ms. Alaimo before him, an able-bodied individual at least 20 years younger than Ms.  
18 Campbell.

19 5.643. By this time Ms. Campbell also noted, that Ms. Leander appeared to be also  
20 making it a distinction where the kitchen staff was concerned, of giving preferential treatment  
21 to the male employees – related to pay, prestige, hours, working conditions, and bestowing the  
22 resources and support of the Swedish Club upon them – the latter especially was granted by  
23 Ms. Leander to Mr. Yaranoff.

24 5.644. On February 23, 2023, Ms. Campbell was at work and noticed that Ms.  
25 Alaimo's office was undergoing some remodeling work. She asked Jeff Hubner the Swedish  
26

1 Club's lead maintenance person what was going on. After his response Ms. Campbell wrote  
2 Ms. Ross about what she had found out,

3 "I was so pissed yesterday also, they are fixing up Sarah's [Alaimo's] office - putting  
4 sound panels on it b/c the elevator is too noisy - and they put ventilation in it also -  
5 amazing to me - I asked for a place to sit down and work on my paperwork and KL  
6 told me no! It was part ADA accommodation - but these two - oh, they have to have  
7 their offices - and spending money on this kind of crap for Sarah - who is there  
8 maybe one to two hours - who also floats around the whole building etc."

#### 7 **4. Ms. Leander and Ms. Hayes – Law Abiding Citizens Sworn to Uphold the Laws**

8 5.645. At the September 26, 2022 meeting with Ms. Campbell, Ms. Hayes and Ms.  
9 Leander also stressed to Ms. Campbell that it was their solemn duty to abide by the law on  
10 behalf of the Swedish Club, including that they knew it would be illegal for Ms. Campbell to  
11 bake or cook at home; Ms. Campbell felt those statements were to deflect the obvious, they  
12 were claiming their concern was with "abiding by the law" but Ms. Campbell believed it was  
13 really about harassing Ms. Campbell due to the fact that they continued with their double  
14 standards where Ms. Campbell was concerned and allowed other kitchen employees to cook at  
15 home.

16 5.646. As before and thereafter Ms. Leander and Ms. Hayes had no intention to  
17 literally abide by the law that they were holding Ms. Campbell to, they continued to allow,  
18 even encourage then chefs Christine Ross, Ann-Margret Lightle, and multiple women who  
19 brought food for Swedish Club events to weekly cook and prepare meats, salads, desserts, and  
20 other food items at their homes.

21 5.775 The home cooking was in addition to one of the other illegal activities that Ms.  
22 Leander and Ms. Hayes had been engaging in, at that point since August 2022, before the  
23 September 27, 2022 meeting with Ms. Campbell – they were falsely claiming that Ms. Ross  
24 was not an employee of the Swedish Club, and intentionally misclassifying her and the people  
25  
26

1 that assisted Ms. Ross from time to time as independent contractors. They were not  
2 independent contractors.

3 5.647. In her November 29<sup>th</sup> letter to Ms. Alaimo Ms. Campbell also reported the  
4 violations of the law that Ms. Leander and Ms. Hayes were involved in the misclassification of  
5 employees as independent contractors. They misclassified employees that worked as cooks  
6 and support staff, Ms. Ross and the workers Ms. Ross recruited and brought to the Swedish  
7 Club premises to work.

8 5.648. 5.775 Based on Ms. Ross and the workers she brought to the club, their  
9 primary duties, their supervision, and the work they did these individuals were not independent  
10 contractors, and should have been paid regularly hourly wages along with the U.S. and State of  
11 Washington taxes, benefits, and fees that would have been levied upon those wages and hours,  
12 and due thereon, but the Swedish Club defendants willfully failed to pay such wages, or any  
13 wages for such work.

14 5.649. 5.776 Each time its employees were misclassified the workers the Swedish  
15 Club benefited and avoided paying the wages, taxes and benefits due on the hours and wages  
16 worked by Ms. Ross and the workers working with her.

17 5.650. In her November 29<sup>th</sup> letter to Ms. Alaimo Ms. Campbell also reported that Ms.  
18 Leander and Ms. Hayes were encouraging and allowing Ms. Ross to cook a majority of the  
19 food served at the club's dinners and events at her home, typically two to three meals per week  
20 per month, and one to two events per month.

21 5.651. Again, as alleged before, Ms. Alaimo's lack of engagement on the matter of the  
22 illegal home cooking was evident, the practice that began in August 2022 and went on through  
23 the end of January 2023, another two months after it was brought to Ms. Alaimo's attention..

24 5.652. Ms. Campbell is informed and believes, and upon such information and belief  
25 alleges that the practice of the Swedish Club director, now Ms. Norgren, and lead chef Mr.  
26

1 Yaranoff, continue to allow the home cooking of Swedish Club food for member dinners and  
2 events – including a lunch and dinner for December 1, 2023.

3 **5. Ms. Haye’s False Claims of Verbal Abuse by Ms. Campbell**

4 5.653. By March 1, 2023 Ms. Campbell believed that despite Ms. Alaimo’s  
5 representations about being the "human resources director," and about her having all the  
6 association and support of the attorneys at Lane Powell PC, seemed particularly worthless in  
7 terms of bringing resolution to the many challenges confronting Ms. Campbell as an employee  
8 and member, related to how she was being treated by Ms. Leander, and how the operations of  
9 the Swedish Club continued to be in financial and organizational decline in general.

10 5.654. On March 1, 2023, Ms. Campbell was at the Swedish Club at the end of the  
11 workday, she was there as a member to attend the SCBOD’s monthly meeting. Before the  
12 meeting started Ms. Campbell and Ms. Stevens were sitting in the lobby waiting for a training  
13 session for SCBOD members to be completed. They were discussing what had just transpired,  
14 Ms. Campbell had first been verbally set up and then physically manhandled by Ms. Lucas.

15 Ms. Hayes was milling around the general vicinity of Ms. Campbell and Ms. Stevens.  
16 She was dressed to leave and go outside, to go home for the day.

17 As Ms. Hayes approached where Ms. Campbell was sitting, Ms. Campbell told Ms.  
18 Hayes that she was part of the problem. Ms. Hayes responded that she did not know what Ms.  
19 Campbell was talking about. Ms. Campbell replied - that the ongoing rancor at the Swedish  
20 Club was attributable to in no small part Ms. Hayes. Ms. Hayes responded by saying that  
21 everyone loved her, again that she didn’t know what Ms. Campbell was talking about.

22 Ms. Campbell told Ms. Hayes that wasn’t the case, that Ms. Hayes dressed down,  
23 talked down, and perpetually acted angry with almost all of the employees at the Club.

1 The exchange between Ms. Campbell was of very short duration, one minute at best;  
2 Ms. Hayes quibbled with Ms. Campbell's characterization of her, then said she was going  
3 home and walked off.

4 5.655. On March 3, 2023 Ms. Campbell received a phone call first thing in the  
5 morning from Ms. Alaimo and Ms. Smith – Ms. Alaimo in part informed Ms. Campbell that  
6 she was being put on paid administrative leave for how she had talked to Ms. Hayes on March  
7 1st. Ms. Alaimo followed up their conversation with a brief letter that stated Ms. Campbell  
8 was in part being put on administrative leave because “you verbally abused a fellow  
9 employee.”

10 5.656. Ms. Campbell knew it was Ms. Hayes who Ms. Alaimo was referring to because  
11 one, she was the only employee Ms. Campbell had talked to in the last two days, and two, this  
12 was a pattern that had emerged over 2022 of Ms. Hayes trying to implicate Ms. Campbell as  
13 someone who was mistreating Ms. Hayes. The opposite of which was true.

14 5.657. On March 9, 2023, Ms. Campbell was fired. The termination letter written and  
15 signed by Ms. Alaimo referenced statements Ms. Campbell was alleged to have made to Ms.  
16 Hayes on March 1st as an integral element in the reasons given for Ms. Campbell's firing. Ms.  
17 Alaimo wrote, “Additionally, we have received a report of verbal abuse by you towards a  
18 fellow employee which could also be additional grounds for termination.”

19 5.658. Ms. Campbell is informed and believes and on that basis alleges that Ms. Hayes  
20 made false statements to Ms. Alaimo and others about the context and content of the verbal  
21 exchange between her and Ms. Campbell on the evening of March 1, 2023. If true, Ms. Hayes'  
22 statements and inferences are false.

1 **L. DEFENDANT KRISTINE LEANDER**

2 **1. Introduction**

3 5.659. Ms. Leander is an active elderly woman, 77 years of age, in good physical  
4 fitness, she “eats like a bird,” she takes hiking vacations in Norway and Sweden on a yearly  
5 basis, runs a family farm as a side interest, she is of Swedish heritage, and has been an active  
6 member of the Scandinavian community in the Puget Sound region for decades.

7 5.660. Ms. Leander has a professional work history, has authored a small tome about  
8 “Norwegian Seattle,” holds a Ph.D in Education from the University of Trondheim, Norway.

9 5.661. For three years from approximately 2008 to 2011 Ms. Leander was the cultural  
10 director of the Swedish Club. For 12 years, from March 2011 to March 2023 Kristine Leander  
11 was the executive director of the Swedish Club.<sup>220</sup> At the time Ms. Leander became the  
12 executive director of the club, her job as the cultural director was subsumed into her executive  
13 director job description and work requirements and remained there until Ms. Norgren was  
14 hired as executive director.

15 5.662. Throughout her tenure as the executive director of the Swedish Club Ms.  
16 Leander aggregated the power of the Swedish Club board of directors to herself through a  
17 variety of means. Ms. Campbell observed that Ms. Leander’s means ranged from subtle to  
18 obvious, and in the decline of her regime, during the January 2021 to March 2023, were  
19 particularly pernicious, offensive to democratic principles, and damaging to the well-being of  
20 the institution of the Swedish Club, but more importantly to the membership as a whole, and to  
21 certain members and even employees of the Club especially.

22 5.663. Ms. Campbell observed and was negatively affected as Ms. Leander engaged in  
23 a range of acts that were intended to consolidate and maintain her absolute control over the  
24

25 <sup>220</sup> Prior to 2011 Ms. Leander served on the SCBOD as Secretary from 2007 to April 2008. She was the Club’s Cultural Director  
26 from April 2008 to March 2011; when she became executive director her role as cultural director was folded into the position  
of executive director. From October 2008 to March 2023 Ms. Leander was the editor of the *Swedish Club News* with exclusive  
editorial control over its content.



1 Club's finances, the day-to-day and the long term, over the Club's social environment, over the  
2 Club's food and entertainment, and over members and board members that Ms. Leander  
3 believed were bulwarks or threats to her power, or individuals her and her supporters deemed  
4 unfortunate members, unwanted members, or vexatious members, barriers to Ms. Leander's  
5 and/or her supporters aspirations to make the Swedish Club in their own image so to speak –  
6 reflective of their personal social values and self-interests.

7 5.664. Given the time that Ms. Campbell was at the Swedish Club and visiting and  
8 working with Ms. Leander she watched as Ms. Leander worked to achieve her hold on power  
9 at the Swedish Club, and indulged her penchant for personal or power grab vendettas, for  
10 ensuring that her targets, members or employees, were always aware of and in the place she  
11 envisioned or put them in within the Swedish Club social or workplace hierarchy, Ms. Leander  
12 engaged in a variety of strategies and tactics, including capturing and creating an impaired  
13 membership class at the Swedish Club.

14 5.665. Ms. Leander also visited some of her command and control practices upon Ms.  
15 Campbell. For example, Ms. Leander created artificial rules and barriers that effectively  
16 deterred, discouraged, or otherwise made it uncomfortable for members, Ms. Campbell's  
17 attendance at the in-person meetings of the SCBOD monthly meetings by 1) spreading the  
18 false rumor that in-person SCBOD meetings were for board members only, 2) that the free  
19 food and wine served at those meetings were exclusively for the benefit of the board of  
20 directors, not available for purchase by members attending the in-person board meetings, 3)  
21 being vague about or not forthcoming with information about what time the meetings would be  
22 held, whether members could really attend or not, whether they would have access to the food  
23 and being served to the board, have to pay for it or not, that they would have to pay for it, 4)  
24 establishing uncomfortable conditions and creating circumstantial barriers to impede the ability  
25 of Ms. Campbell to attend and fully enjoy her membership rights, to attend board meetings, all  
26 with the intent to vex, humiliate, and otherwise extinguish or impair Ms. Campbell's

1 membership to the point of rendering it value-less, burdensome, a source of emotional distress  
2 for Ms. Campbell

3 5.666. Ms. Leander's actions detailed above and below served to create a separate  
4 class of membership where none was allowed according to the Club's bylaws – Ms. Leander's  
5 "ghost members," a class of Swedish Club members, comprised of members she chose to  
6 disenfranchise by whatever means possible, including but not limited to Ms. Leander engaging  
7 in a range of anti-social tactics, through confrontations between her and these members,  
8 through her making actual or implied threats, telling individuals that were exercising their  
9 member protected rights, such as examining the Club's finances, delving into the history of  
10 board activities, attending committee or board meetings, asking questions about any aspect of  
11 the Club's business, according to Ms. Leander's statements to them, they were being  
12 "negative", "unfriendly", through her arbitrary and capricious behavior, to wit not allowing  
13 certain members to volunteer when others similarly or equally situated were allowed to  
14 volunteer, by discouraging attendance at meetings or Club events by a variety of means,  
15 through disparaging remarks or treatment, by setting up barriers to their attendance,  
16 withholding information about a meeting or event, through a range marginalization or  
17 exclusionary tactics by Ms. Leander or by others following her lead, the goal of which was to  
18 ensure that these targeted members would outright either decide not to attend, or reduce their  
19 attendance at, or to attend and endure events and meetings they were entitled to attend as  
20 Swedish Club members.

21 Ms. Leander did these things to Ms. Campbell, and she also did them to club members  
22 Helen Lowe and Patricia Charles. Ms. Campbell, Ms. Lowe, and Ms. Charles have each been  
23 humiliated, felt disappointment and betrayal, cast off or castigated by Ms. Leander, while all  
24 the time they supported with their time and money the Swedish Club, highly valued their  
25 membership and friends at the Swedish Club, as well as Ms. Campbell appreciated the  
26 opportunity to serve the Swedish Club community. In fact Ms. Campbell repeated that very

1 thing to Ms. Leander on multiple occasions, including on August 5, 2022, and shortly before  
2 Ms. Leander left her position at the Swedish Club in March 2023.

3 5.667. To Ms. Campbell's way of thinking, and based on what she observed, the tactics  
4 employed by Ms. Leander to achieve those outcomes also appeared to be targeted at skewering  
5 a member's experience at meetings or events, making them unpleasant, through seating  
6 arrangements, exclusionary treatment, before, during, or after a meeting or event, to placing  
7 inferred or artificial barriers in place, raising questions about the members' right to attend, the  
8 level of welcome-ness they were subjected to by Ms. Leander or through her minions, her  
9 executive staff, her favored circle of friends, as some members referenced them "the Swedish  
10 Club Taliban," and subjecting them to her special brand of opprobrium by herself and others  
11 that supported her activities,

12 5.668. Over a 19 plus month period, from September 2020 to March 9, 2023,  
13 defendant Kristine Leander engaged in a pattern of harassment of Ms. Campbell; later on her  
14 harassment evolved into sexual harassment by proxy;<sup>221</sup> Ms. Leander also engaged in a pattern  
15 of discrimination against Ms. Campbell (based on Ms. Campbell's national origin, disability,  
16 age, and gender); *and* Ms. Leander violated Ms. Campbell's disability rights to have  
17 reasonable job related ADA accommodations.

18 5.669. Both before and during the time period of this matter Ms. Leander presided over  
19 and maintained a hostile social space that Ms. Campbell was subjected to and endured as a  
20 member, and then Ms. Leander presided over and maintained a hostile workplace that Ms.  
21 Campbell was subjected to and which she labored under as an employee.

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22  
23  
24 <sup>221</sup> Abuse by proxy is a less well known form of sexual harassment. Examples of abuse by proxy include spreading lies about  
25 the victim to their friends and family, sabotaging their career by communicating with their employer. It is a common  
26 assumption that "sexual harassment" in an employment situation is limited to direct engagement between parties, for example  
a work supervisor or colleagues pushing a sexual quid pro quo arrangement with an employee or colleague. However sexual  
harassment activity also includes the creation and maintenance of a hostile, abusive work environment, that is sufficiently  
severe or alters the conditions of the victim's employment and creates an abusive working environment. *Meritor Savings Bank  
v. Vinson.*

1 5.670. Throughout the time period of August 2021 on through to March 2023, Ms.  
2 Leander also engaged in a pattern of retaliation against Ms. Campbell as a member first then as  
3 an employee.

## 4 2. Ms. Leander's Initial Harassment of Ms. Campbell

5 5.671. Beginning in September 2020 Ms. Leander's harassment of Ms. Campbell was  
6 related to a several decade long, intimate relationship Ms. Campbell was in at the time with  
7 defendant Lars Matthiesen. Later on, it was mixed with Ms. Campbell's employment at the  
8 Swedish Club (from November 2021 to March 9, 2023), and her management of that in  
9 relation to Ms. Campbell's engagement with Club activities as a member and as an employee,  
10 as mediated by Mr. Matthiesen, and his friends and supporters at the Swedish Club, including  
11 Ms. Leander – all of whom Ms. Leander calls, "the Lars crowd." Of note, "the Lars crowd" is  
12 also "Kristine's (Leander's) crowd".

13 5.672. With the exception of a couple of phone calls Ms. Leander placed to Ms.  
14 Campbell on October 21<sup>st</sup> and the 24<sup>th</sup> (2021), her harassment of Ms. Campbell, the  
15 discrimination, the maintenance of a hostile workplace, then the retaliation, occurred  
16 exclusively on the premises of the Swedish Club, during times when Ms. Campbell was there  
17 volunteering (September 2020 to December 2021), when Ms. Campbell was working as an  
18 employee there (November 2021 to March 2023), and from time to time when Ms. Campbell  
19 was visiting or socializing at the Club's premises between September of 2020 through March  
20 of 2023.

21 5.673. Between September of 2020 and March 2023, Ms. Leander's harassment/sexual  
22 harassment by proxy of Ms. Campbell first took the form of gaslighting with multiple  
23 permutations. Ms. Leander's harassment permutations were progressive and varied - i.e.  
24 initially Ms. Leander gaslighting Ms. Campbell by making a series of derogatory statements to  
25 Ms. Campbell about the character of Mr. Matthiesen, then positing to Ms. Campbell that Mr.  
26

1 Matthiesen’s had bad intentions towards Ms. Campbell; Ms. Leander crafting, proposing, and  
2 offering up to Ms. Campbell imaginative or illusory stories about what or why Mr. Matthiesen  
3 was doing or not doing in Ms. Campbell’s regard; and who else and what Mr. Matthiesen  
4 might be doing.

5 5.674. Ms. Leander also crafted and told Ms. Campbell multiple stories about times,  
6 places, and women that Mr. Matthiesen had been sexually involved with, was involved with, or  
7 may have been involved with – his Swedish Club “sex-capades”. Ms. Campbell shared with  
8 Mr. Matthiesen the things that Ms. Leander had been telling her during this late 2020 time  
9 frame. Ms. Campbell sent Mr. Matthiesen a letter that detailed Ms. Leander’s commentary, the  
10 distress Ms. Campbell was feeling, at the time. Ms. Campbell did not recognize the fact that  
11 she was being gaslighted by Ms. Leander. The letter, dated December 2, 2020, is attached and  
12 incorporated herein as Exhibit P-7.

13 5.675. Another example of Ms. Leander’s stories to Ms. Campbell, Ms. Campbell  
14 recounted them to Mr. Matthiesen:

15 “Ask me - I told you it’s not like you don’t have a reputation at the Swedish Club  
16 with her and Judy Nielsen Cooper who lives up in Edmonds not that far from you!  
17 Don’t you think that the Swedish Club place is a hot bed of gossip - I asked you  
18 about this before - Diana is a friend of Kristines - I’ve kept my mouth shut there but  
19 I don’t like hearing about this routine that is being spread that you have things  
20 going on with Diana and Judy...It’s just like the gal you told me about yesterday.

21 “Several months ago when Kristine was on the subject of you and the women she  
22 talked about a party multiple years ago that you were at and everyone knew you  
23 had rented a room for you and someone. She said that folks were trying to figure  
24 out who it was you had targeted, and she also said that it was funny because  
25 something had happened and you were not able to breakaway from the party to  
26 use the room.

“My recollection is that Kristine told me the party in question was at the Edgewater  
or thereabouts, I remember it was on the waterfront. Your story yesterday about  
the Brazilian man eater [Karin Bornschein] seemed to fit the story Kristine had told

1 me - although in her story she said you had rented the room to f\*\*\* somebody,  
2 not that you were being asked to go to some gal's room."<sup>222</sup>

3 5.676. Ms. Leander spent time proposing and offering up to Ms. Campbell a "love  
4 rival" scenario by naming to Ms. Campbell two specific female members of the Swedish Club,  
5 Judy Nilsen Cooper and Diana Erickson. Of those two Ms. Leander especially focused on Ms.  
6 Cooper, telling Ms. Campbell that Ms. Cooper was either involved with Mr. Matthiesen or  
7 vying with Ms. Campbell for Mr. Matthiesen's affections.

8 5.677. Ms. Leander's focus on Ms. Cooper included detailing to Ms. Campbell's Ms.  
9 Cooper's "Swedish Club/Lars Matthiesen" life story, then repeatedly offering up statements  
10 and stories to Ms. Campbell about Ms. Cooper having an exceptionally close relationship to  
11 Mr. Matthiesen, about Ms. Cooper living exceptionally close to Mr. Matthiesen's home (she  
12 does, three minutes away), detailing love and sexual interest-like interactions between Ms.  
13 Cooper and Mr. Matthiesen.

14 5.678. Ms. Leander also added another dimension to her gaslighting of Ms. Campbell  
15 in 2020 and 2021, other "stories" of hers - including Ms. Leander's own versions of her  
16 decades' long relationship/friendship with Mr. Matthiesen into the then present, the nature of  
17 it, how she felt about him, or not. Her comment to Ms. Campbell at the time was "I'm so glad  
18 I never slept with him." the inference being that at the least, and providing the imagery of the  
19 fact that if her assertion was true, that Ms. Leander had certainly been in a position to have  
20 done that very thing.

21 5.679. And always, throughout 2020 and 2021 there was Ms. Leander's running  
22 commentary to Ms. Campbell about why Ms. Campbell needed to break up with Mr.  
23 Matthiesen, to get out of the relationship with him.

24 Ms. Campbell wrote Mr. Matthiesen about that also on October 28, 2021, "Goodnight -  
25 I think part of what is going on at the Swedish Club is I get the impression that something went

26 <sup>222</sup> Campbell, Elizabeth. Message to Lars Matthiesen. Facebook Messages. May 2, 2021.

1 on with you and Kristine in the old old days, I don't want or need details I'm just beyond all of  
2 that - but I think it is that, and then I think she feels a certain way about you now, seems like  
3 mad, so I feel caught in the middle...I get this unspoken pressure to not be involved with you,  
4 and don't get me wrong - we don't spend time talking about you, but you come up and not in a  
5 good way via that whole thing related to your palling around with the women at the club  
6 through the years. That just hasn't held you in good stead for your reputation."<sup>223</sup>

7 5.680. From 2020 to March 2023 Ms. Campbell believes that the majority of Mr.  
8 Matthiesen's Swedish Club history and his historic and prodigious sexual predator reputation  
9 and activity as told to her by Ms. Leander was being used in part against Ms. Campbell by Ms.  
10 Leander.

11 Ms. Campbell came to believe during that time period that there was an element of a  
12 "guilt by association" factor in first Ms. Campbell's membership relationship with the Club  
13 that Ms. Leander was using against her. Later on after Ms. Campbell became an employee in  
14 November 2021, she believed it was used thereafter by Ms. Leander and possibly others, Ms.  
15 Cooper and Karen Choyce, to negatively affect Ms. Campbell's employment relationship with  
16 the Club.

17 5.681. It is late in 2021 and then throughout 2022 that Ms. Leander came to sexually  
18 harass Ms. Campbell by proxy. That is the time period when Ms. Leander revealed that Mr.  
19 Matthiesen and his friends were enemies of Ms. Campbell and engaging with Ms. Leander to  
20 encourage or direct her to harass or marginalize Ms. Campbell as a member and as an  
21 employee.

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22  
23  
24  
25  
26 <sup>223</sup> Campbell, Elizabeth. Private Facebook post to Lars Matthiesen. October 28, 2021.





1 expressed to Ms. Leander her interest in filling the lead chef position. Ms. Campbell went on  
2 to perform all the duties of both chef positions and exceeded their duties in terms of job  
3 performance. Later on, she performed the duties of the Club's baker.

4 5.688. Despite Ms. Campbell's clear communications to Ms. Leander about her  
5 interest, Ms. Leander used Ms. Campbell in an almost appalling way to fill in as a lead in the  
6 kitchen between December 15, 2021 to May 25, 2022, however in retrospect Ms. Campbell  
7 came to the conclusions that Ms. Leander had no intention of hiring her or promoting her to  
8 any lead kitchen role; that in fact Ms. Leander was intent on a totally opposite track for Ms.  
9 Campbell's job, incrementally taking away job duties associated with it, and in the long term  
10 farming out what little remained of Ms. Campbell's job to others, so that in the long run Ms.  
11 Campbell's presence at least as an employee was eventually and finally extinguished.

12 5.689. Between January 1, 2022 through February 28, 2023 Ms. Leander multiple  
13 times advertised for a Food Service Manager/Chef and actively opposed considering Ms.  
14 Campbell for it, promoting Ms. Campbell to it.

15 5.690. Ms. Campbell was particularly disgusted and even hurt by the fact that  
16 throughout that time Ms. Leander continued to tell just about anyone who listened to her how  
17 she just could not find anyone for the foodservice job; she continued to complain that she was  
18 so overworked and stressed out by her claimed facts. Ms. Leander made those statements  
19 multiple times in front of Ms. Campbell.

20 5.691. On March 17, 2022 Ms. Campbell formally applied to the Swedish Club for the  
21 Foodservice Manager job. It was not formally acknowledged by defendant Ms. Leander; a few  
22 days after Ms. Campbell applied, Ms. Leander mentioned in a [foodservice staff] meeting that  
23 she had seen that Ms. Campbell had applied for the job. After the meeting Ms. Leander told  
24 Ms. Campbell she was not going to consider Ms. Campbell's application. She went on to tell  
25 Ms. Campbell she had just hired someone else on a conditional basis, they needed to cook a  
26 full meal for the Club and then they would be hired. She went on to tell Ms. Campbell that

1 Ms. Campbell’s disability prevented Ms. Campbell from being considered for the job, the  
2 woman was younger than Ms. Campbell and fit the requirements she wanted, someone  
3 younger with no disability.”

4 **5. The Food Service Manager Job – January to July 2022**

5 5.692. Abruptly on December 14, 2021, and after ten years of service, Malin Jonsson-  
6 Borgström the Swedish Club’s foodservice manager and lead chef gave Ms. Leander two days’  
7 notice that she was quitting.

8 5.693. Ms. Jonsson-Borgström’s notice was a shock to Ms. Leander, as was the notice  
9 she received shortly thereafter from the Club’s other chef, Carina Jonsson, that she too was  
10 leaving at the same time as Malin Jonsson-Borgström.

11 5.694. Ms. Jonsson-Borgström told Ms. Campbell the reasons for her so abruptly  
12 quitting was multiple, including a broken work relationship with Ms. Leander, an instance of  
13 wage theft, wherein Ms. Leander had unilaterally informed Ms. Jonsson-Borgström that her  
14 pay was being cut in order to provide a higher level of compensation to the new facilities  
15 manager, Anis Rahman, in comparison to what Ms. Jonsson-Borgström had been paid when  
16 she held the job; as well as a general disgust, distrust, and a fatigue with having to work with  
17 Ms. Leander.

18 5.695. Ms. Jonsson-Borgström’s and Ms. Jonsson’s departures created two chef job  
19 openings. Ms. Campbell immediately hoped that would be an opportunity for her to move into  
20 one of those positions where she could more fully use her organizing, leadership, and cooking  
21 skills.

22 5.696. The same day that Ms. M. Jonsson gave her notice Ms. Campbell was in Ms.  
23 Leander’s office. Ms. Leander was upset at the turn of events, and especially that it put into  
24 doubt the upcoming New Year’s Eve dinner party plans. Ms. Leander asked if Ms. Campbell  
25 would take over the project, put on the dinner – Ms. Campbell immediately said yes!  
26

1           5.697. From that moment forward Ms. Campbell was excited, she believed that she  
2 would be able to be of greater service to Ms. Leander ad the Club. It would be an opportunity  
3 to demonstrate to Ms. Leander that Ms. Campbell could provide the kind of dependable  
4 foodservice the Swedish Club needed, as well as provide the operational organization for the  
5 kitchen that had been missing up to then.

6           5.698. For the next three weeks Ms. Campbell devoted considerable energy and time  
7 towards organizing the kitchen, cleaning it up, formalizing communications about menu  
8 planning and food and supplies purchases, as well as putting on the New Year's Eve event.

9           5.699. It turned out that the weather took a turn for the worse and the NYE event had  
10 to be postponed a week, but despite that Ms. Campbell soldiered on, even going out in the  
11 snow to do shopping and getting supplies to ensure a successful dinner party.

12           5.700. Ms. Campbell was cautiously but positively encouraged by Ms. Leander's  
13 collaborative attitude towards the efforts that Ms. Campbell was putting into their work on the  
14 kitchen organizing and the New Year's Eve dinner.

15           5.701. Unbeknownst to Ms. Campbell, though, in the latter part of December 2021 Ms.  
16 Leander had created another job opening for the foodservice department, that of Kitchen  
17 Coordinator, *and* she had already hired someone for it, Lilly Wright, the vaccine checker Ms.  
18 Leander had plucked out of obscurity the month before and had hired for the once-a-month  
19 Pancake Breakfast.

20           5.702. Ms. Wright was introduced to Ms. Campbell approximately two weeks before  
21 the January 7, 2022 NYE dinner. Ms. Leander presented Ms. Wright to Ms. Campbell as some  
22 kind of itinerant helper person she had just happened upon. Ms. Leander did not say who she  
23 really was, and that she had given Ms. Wright an official position with higher job status than  
24 Ms. Campbell, and that Ms. Campbell after the dinner on the 7<sup>th</sup> Ms. Leander would promptly  
25 drop Ms. Campbell from any further kitchen work other than the nominal appetizer and dessert  
26 work.

1           5.703. The New Year’s Eve dinner was a rousing success. Ms. Campbell’s planning,  
2 organizing, and cooking had ensured that it was held on time, then a major accomplishment in  
3 the annals of Swedish Club dinners and events, that across-the-board delicious food was  
4 served, and that it had been on budget – again a major accomplishment in the annals of the  
5 Club’s foodservice department.

6           5.704. After the dinner event Ms. Leander did promptly drop Ms. Campbell off her  
7 active roster of kitchen employees Ms. Leander worked with, she informed Ms. Campbell who  
8 Ms. Wright really was, that Ms. Harris was in charge of the kitchen, and she asked Ms.  
9 Campbell to debrief Ms. Wright as she took over, and to support her if and when she needed  
10 help with planning for meals.

11           5.705. Ms. Campbell did in fact support Ms. Wright and Mr. Charles, however it was  
12 apparent to Ms. Campbell that neither had the capacity to understand, plan, and carry out full-  
13 service meals – that is the notable fact of Ms. Wright’s very short tenure as “Kitchen  
14 Coordinator.” One dinner in and Ms. Wright quit her job, blamed the disarray of her  
15 presentation on “everyone” not knowing what to do. The debacle was one of her own making.

16           5.706. In the aftermath of her Kitchen Coordinator hiring failure Ms. Leander  
17 defaulted to Mr. Charles who was designated a cook the same as Ms. Campbell. Ms. Leander  
18 put him to work as the lead chef and put her reliance in him as the one she was going to depend  
19 upon to save the rapidly declining food service program Ms. Leander was presiding over, “RC  
20 - he is Kristine’s great hope for being the chef of the month.”<sup>224</sup>

21           5.707. Ms. Leander continued to keep Ms. Campbell on the periphery of the greater  
22 dinner and event food services. She declined offers by Ms. Campbell to assist Mr. Charles,  
23 and even though by then mid-January there were now three kitchen positions that had been  
24 vacated, the food service manager/chef, chef, and kitchen coordinator positions, Ms. Campbell  
25

26 <sup>224</sup> Campbell, Elizabeth. Text message to Candy Martin. iMessage. January 12, 2022, 6:31 PM.

1 asked for each and Ms. Leander turned her down flat – citing Ms. Campbell’s disability, and  
2 Ms. Leander’s assessment – that Ms. Campbell was not *Swedish* – Swedish enough!

3 5.708. On January 5, 2022, Ms. Leander stated to the board and others that she was  
4 even reaching out to contacts in Sweden in order to find her next chef, “I plan to start searching  
5 at culinary schools in Sweden.”<sup>225</sup>

6 5.709. On February 2, 2022 Ms. Leander continued to claim to the SCBOD that she  
7 could not find a replacement for the food service manager/chef position; this despite the fact  
8 that Ms. Campbell had continued to engage with Ms. Leander about appointing her to the food  
9 service manager/chef position.

10 5.710. Ms. Leander told the SCBOD, “I interviewed one person for this position. He  
11 may be helpful to us as a cook on a one-time only basis, but he didn’t have the skills or the  
12 available time to be our Food Services Manager. I will widen my search *and reduce the*  
13 *qualifications.*”<sup>226</sup> Emphasis added.

14 5.711. Despite Ms. Leander “reducing the qualifications” she was expecting in a  
15 potential hire, she continued to pass over Ms. Campbell for the position. At the time of Ms.  
16 Leander’s February statements to the Board Ms. Campbell was still abundantly qualified,  
17 available, and Ms. Leander still used her from time-to-time to do the tasks of the job Ms.  
18 Leander claimed to the Board that she could find no one to be hired to do.

19 5.712. Ms. Leander also in February was now making multiples of excuses to the  
20 Board as to why her food services program was in such disarray – she blamed it on Mr.  
21 Charles, who she had put in charge to make multiple dinners, even though he was not suited  
22 and experienced enough to do the job; Ms. Leander also claimed she was in fact doing the  
23 planning and management of the kitchen under duress, when in fact she was not doing either.

24  
25  
26 <sup>225</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Jan. 5, 2022.” Swedish Club. January 5, 2022.

<sup>226</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Feb. 2, 2022.” Swedish Club. February 2, 2022.

1           5.713. Ms. Leander revealed also in February to both the Board and the kitchen staff  
2 that in January she had been in the process of hiring the Swedish Club’s former catering tenant,  
3 Arista, to provide the majority of the food for the Club’s Friday dinners in the near future.

4           Her announcement that she had been working to get a contract with Arista was a  
5 surprise to both the Board and the kitchen staff, but especially to the kitchen staff because at a  
6 meeting with the food and event staff on January 18<sup>th</sup> Ms. Leander had told them that the  
7 Arista catering option was an *idea* she was *considering*, a possibility, not that she in fact was  
8 going forward with a contract with Arista.

9           5.714. Once Ms. Wright had quit, Ms. Leander had Ms. Campbell do the food and  
10 supplies purchasing for Mr. Charles’ dinners and continued to use him as the lead chef. All  
11 totaled there were four successive dinners he cooked, each were late, had food of uneven  
12 quality, the final dinner on January 28<sup>th</sup> was burned.

13           5.715. It was during the next several months of the Arista catering company debacle  
14 that another side of Ms. Leander became clear, her need to defer and pander to men. There  
15 were several times “John” the owner of Arista had showed up at the Swedish Club to  
16 supposedly answer to Ms. Leander about the terrible food he had been providing for the  
17 dinners. However, the reality was Ms. Campbell observed Ms. Leander coquettishly fawning  
18 over John, acting more as his co-conspirator and great friend, and she never did hold the line  
19 with him, with Arista, about how they had in fact severely affected the food, the members’  
20 perception of the Club’s dining services.

21           The problem with Ms. Leander’s handling of the relationship with John in a personal  
22 manner is that she abandoned her executive director obligations to act in the Swedish Club’s  
23 best interests. Arista’s failure to provide decent dinners to the club damaged the Swedish Club  
24 brand, cost the club money in terms of lost business and food thrown out; and this was not an  
25 isolated incident.

1 On March 28, 2022 Ms. Leander was at her wits end over disarray the food service and  
2 dining program was in, the one she was presiding over, she wrote to the food committee  
3 members, Ms. Dern, Ms. Reinhall, and Ms. Campbell, “I’m tired of being disappointed in the  
4 meals, tired of hearing complaints, tired of our staff not being up to snuff. (Last evening a man  
5 followed me out to tell me how their six people were disappointed in dinner, for one thing, the  
6 small portion of meatballs. I found out that RC was serving 4 instead of 5 because he was  
7 worried about running out. RC, follow the orders!!!! 5 meatballs!!!! Don’t make me tell you  
8 this again!!!!)”

9 5.716. Over the life of Arista’s tenancy at the Club they had been a nuisance as a  
10 tenant, caused wear and tear to the premises that they had not paid for, “Their tenancy has been  
11 the source of a great many operational problems as well as from a financial perspective it has  
12 turned out that having them as a tenant is costing the Club more money than it is worth to  
13 continue with Arista as a tenant.”<sup>227, 228</sup> Arista is negatively affecting other areas of the  
14 Swedish Club’s operations,<sup>1</sup> and even in the end when their lease was over, they held over their  
15 tenancy and wanted to rent office space from the club so they could claim an affiliation with it  
16 - Ms. Leander spent a considerable amount of money remodeling office space for them, did not  
17 collect rent from them for several months after that, and later on claimed to the board that there  
18 had been some kind of claim by Arista that the Swedish Club owed Arista money:

19 “Due to a tussle over their rental deposit from years earlier, they had not paid rent on  
20 the new office. With the possibility of hiring Malin to oversee Food & Bar, we decided to take  
21 over the office. Turns out they really wanted to have an office at the Swedish Club, so we have  
22

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23 <sup>227</sup> In conversations Ms. Campbell had with Lars Matthiesen in 2020 and 2021 about Arista, he said the negative  
24 impacts to the Swedish Club caused by Arista had been going on for years. He told her that he often spoke to Ms.  
25 Leander about this, the need to hold Arista to account for the damage they did to the Swedish Club building and  
26 their general negative impacts. Mr. Matthiesen said he had talked to Ms. Leander about this numerous  
times over the years however she never confronted Arista at any meaningful level. His comment was, “You ask  
for a businessman’s advice and then you refuse to follow that advice!”.

<sup>228</sup> Leander, Kristine. Executive Director’s Report Board Meeting Mar 2, 2020.” Swedish Club. **March 3, 2020**

1 remodeled a large closet on the top floor, and they are happy with it. They will start paying  
2 rent.”<sup>229</sup>

3 The office sat empty for a year after that, Arista paid a nominal amount of rent, and  
4 then Ms. Leander commandeered the office from them and gave it to Ms. Alaimo in November  
5 2022. Later on she did additional remodeling to the office to make it more comfortable for Ms.  
6 Alaimo. Ms. Alaimo at that time worked a 10 hour week, came to the Swedish Club on  
7 Fridays for two to four hours.

8 5.717. Despite the disaster and costly relationship Ms. Leander maintained, what little  
9 she told the SCBOD about it in 2021 and 2022, the SCBOD continued to give no evidence they  
10 were interested in what was really going on, took no initiative on their own even to discover  
11 the exact nature of the Swedish Club’s engagement with Arista and how Ms. Leander had been  
12 mishandling it.

13 5.718. As Ms. Leander continued with Arista on through March 2022 she continued to  
14 refuse to let Ms. Campbell take a lead role – in fact she flat out told Ms. Campbell that she was  
15 not welcome as an employee.

16 5.719. On March 21, 2022 Ms. Campbell had a meeting with Ms. Leander regarding  
17 the food service manager job, according to Ms. Campbell:

18 “When Kristine acknowledged my application a few days later she brought it up by  
19 telling me that she would not consider me for the job - specifically that she felt my  
20 disability and age prevented me from doing the job, that there would be no interview,  
21 and she went on to tell me that she had just interviewed someone else, hired a  
22 younger person (her exact words) that same day and reiterated that I could not do  
23 the job because of my disability. Ms. Leander went on to tell me that she had only  
24 hired the woman on a temporary basis, however I felt she was just saying this in order  
25 to give me the impression that there was some thoughtful, deliberative process Ms.  
26 Leander had gone through as part of her hiring this woman. I believe the opposite is  
true, that what really had happened is that she had snatched this woman up as quick

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<sup>229</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Oct 6, 2021. Swedish Club. October 6, 2022.



1 as she could and hired her in order to negate my having applied for the job. In fact,  
2 the same day I applied for the Swedish Club foodservice manager job this is the very  
3 thing I told two other people what I thought Ms. Leander would do when she saw that  
4 I had applied for the job, before I even saw Ms. Leander, that she would hire anyone  
she could get her hands on just to thwart my application to be foodservice manager.

5 “Ms. Leander then told me that the woman she hired was very well qualified, that she  
6 had extensive chef experience, that she had opened restaurants and was in all  
7 respects the perfect person for the Club’s foodservice manager position. Ms. Leander  
8 told me however that she had conditioned the woman’s permanent hiring on her in a  
9 couple of week’s time, planning, cooking, and serving a Friday night dinner at the Club.  
When she said that it made me think about my having done all of those very things  
that she was conditioning the job on – and my not getting the job!

10 “Within a week of this conversation and for the next few days Ms. Leander told others  
11 and myself that the woman she had hired was calling her multiple times and asking  
12 questions about what needed to be done in order to do that dinner, that the woman was  
13 even having a friend of hers help with planning the dinner, and they both had a lot of  
14 questions. Later, Ms. Leander said that she felt the woman had misgivings about what  
needed to be done. In the end the woman ultimately declined to take the job by the  
last week of March.”

15 5.720. It was the day after the meeting on March 21<sup>st</sup> that Ms. Leander offered what  
16 Ms. Campbell believed was an olive branch of sorts after Ms. Leander’s scathing treatment of  
17 Ms. Campbell the day before – it was an offer to have Ms. Campbell be part of a dessert  
18 catering business in the Swedish Club. Six days later Ms. Leander reneged on the proposal.

19 5.721. On March 30, 2022 Ms. Campbell had a second meeting with Ms. Leander  
20 about the food service manager job, this time it was an even more horrific meeting than the one  
21 on the 21<sup>st</sup>. According to Ms. Campbell’s statement:

22 10:52 AM I arrived at the Swedish Club<sup>30</sup>

23 11:30 AM Went upstairs to meet with the Executive Director, Kristine Leander, first to  
24 get her credit card in order to go pick up some ingredients for the pea soup, and to take  
25 the opportunity to discuss my personal perspectives and distress related to my job, what  
26 I believed and felt about Kristine’s treatment of me, including but not limited to a general  
lack of support for me as an employee and team member, of being overlooked multiple

1 times as a resource to manage the kitchen, being passed over for promotion, the  
2 elevation of kitchen job candidates and new hires over me, their being given preferential  
3 treatment and status by Kristine and her executive team while being dismissive of me.<sup>32</sup>  
4 The executive director's response was to talk incredibly dismissively to me. She  
5 responded to my concerns by telling me that she didn't know what I was talking about,  
6 she said that I was imagining things - she literally said that; and she went on to  
7 emphatically tell me, "We're not embracing you!"

8 I responded to Kristine that I got that, and I did – it wasn't my imagination the last three  
9 months, I said that it had been a loud and clear message I had gotten from January on  
10 from Kristine, that I knew that I was not a valued employee by how she had been treating  
11 me, it was obvious to me. I said she had sent that message to me loud and clear. The  
12 executive director went on to say, "Do you want to know why you're not being accepted  
13 here?". I asked "Why?" Kristine said to me, "You're negative!"<sup>33</sup> I responded well, that  
14 was a matter of perspective, I did not think that trying to suggest improvements, or  
15 working to make things work better, all the things I had prioritized to assist with at the  
16 Swedish Club, that that was being "negative".

17 With Kristine's massive rejection ringing in my ears, my mind was reeling, and I was about  
18 ready to break down, I was terribly hurt by the things Kristine had said to me. I hurriedly  
19 dismissed myself and told her I was going to go do the shopping, and took my leave.

20 12:01-12:42 In a fog of just overwhelming distress I went out to my car, drove about six  
21 blocks away from the Club, pulled over and called the Washington Listens help line.<sup>34</sup> I  
22 talked to a support worker for 44 minutes<sup>35, 36</sup> I was bereft, emotionally gutted by what  
23 had just happened. It was bad. At first I could barely breath because I was so overcome  
24 emotionally. Kristine's treatment of me just triggered me horribly.

25 I had been working through for the last three and a half months the heartbreak of what  
26 had happened with Lars, then all of the chaos in the foodservice department, months of  
27 Kristine's mistreatment of me as a person, as a member, as an employee, and how she  
28 had spoken to me this day – it just landed me right back to the night at the Club on  
29 December 17th when Lars had berated me, made a public spectacle of things, and  
30 stormed out of the place leaving me heartbroken.

31 It brought back the clearly dismissive treatment by Kristine, of her telling me I was  
32 disabled, I wasn't good enough to lead the foodservice department, I wasn't Swedish  
33 enough – it was bad. The Washington Listens phone worker helped calm me down but  
34 the whole encounter with Kristine had been horrible.

1 12:54 PM I called and left a voicemail for Malin Borgstrom,<sup>37</sup> I thought because of the  
2 longtime association she had had with Kristine and the abuse that Kristine had heaped  
3 on her that she might have some insight or solace she could provide me with over what  
4 had just occurred between Kristine and I.

5 1:14 PM Called Lorelei Stevens, talked with her for 43 minutes<sup>38</sup> about what had gone  
6 on during my interaction with Kristine.

7 5.722. Despite Ms. Leander's rejection and rebuff of Ms. Campbell, Ms. Campbell  
8 remained faithful to the Swedish Club, and hopeful that she could gain Ms. Leander's  
9 confidence and trust in Ms. Campbell, and that somehow there would be a stop in the freefall  
10 that the food service program was in.

11 Ms. Campbell's believed her devotion as a member and an employee of the Swedish  
12 Club called for no less dedication from her. She continued to provide excellent desserts,  
13 supported Mr. Charles with his salads, creating a salad program and a line of house made  
14 dressings for it, the latter which Ms. Campbell had developed and made. She also when  
15 possible volunteered her time for some of her kitchen duties, as a member she wanted to save  
16 the club money by filling in that way.

17 5.723. By the end of March 2022 the food Arista provided for Friday night dinners was  
18 so bad, and so much of it was being thrown away on top of it all, that Ms. Campbell wrote to  
19 Ms. Leander and the other members of the food committee Ms. Leander had convened in  
20 January, she proposed a suggested path forward to stop the drain on members' goodwill, the  
21 drain on the Club's finances, and the damage to the Swedish Club's brand:

22 "I have a suggestion for now - a hard stop to the Arista debacle. Sure, they can  
23 be depended upon to deliver something week in and week out, but I feel they are  
24 destroying what reputation and credibility the Club has related to its food and value  
25 that it brings to its members - they are contributing to the damage to the Swedish  
26 Club brand and to its standing with its members - not to mention giving our executive  
27 director unending grief!! How embarrassing and demoralizing to be constantly in a  
28 Defensive and apologetic positon [sic].

29 "I'm proposing a hard stop to the bleeding, immediate relief plan. End things now,

1 start moving on and reset the dining at the Club. Attached are details, menu, and  
2 scheduling - go back to basics, you talked about the soup and salad program, alternate  
3 it with an essentially comfort food program with fresh vegetables, salads, well-cooked  
4 main dishes, and scrumptious desserts; and throw in some freebies - I'm suggesting a  
5 small free salad and a reset libation - a glass of inexpensive red wine with dinner.  
6 "We don't have to fall on our sword or offer grand apologies or what will at this time  
7 seem like empty promises about tomorrow - talk is cheap - let's do it and walk instead  
8 of talk - that's the gist of what I'm suggesting. Suggested Path Forward: Hard stop w/  
9 Arista. End relationship. Each successive meal or dish they serve that is of poor quality  
10 digs the hole deeper, reinforces poor message, disappointed guests' impressions  
11 about the food, but also reinforces successive negative experiences that are linked to  
12 the Swedish Club, the Club becomes a negative experience, including its brand is  
13 tarnished. Give back to membership, back to basics, make amends – stop the bleeding  
14 of good will – start to build back the Swedish Club brand.

15 "April 1st – Surprise everyone with a well cooked, visually appealing, flavorful,  
16 balanced meal that has value added – a free salad! I absolutely believe that RC and I  
17 can deliver this food and an improved guest experience – Its emphasis on tried and  
18 true, simple to prepare, comfort food."<sup>230</sup>

19 5.724. Shortly thereafter Ms. Leander informed the food committee, noted cookbook  
20 author Judith Dern, Scandinavian culture expert Lori Ann Reinhall, and Ms. Campbell that she  
21 was going to continue to use Arista.

22 5.725. On April 6, 2022 Ms. Leander informed (and misled) the SCBOD that she still  
23 could not find a chef for the Food Service Manager position, "I've been unable to find a chef  
24 willing to work half time to start. I will do another round of free employee recruitment web  
25 sites. We got no viable candidates from the paid postings."<sup>231</sup>

26 Two things were false in Ms. Leander's statements – one, that Ms. Campbell was both  
a viable candidate and had applied to the paid job postings, and two – Ms. Campbell already  
worked part time, had already done multiple times most if not all of the Food Service Manager  
job requirements as part of her present employment as Cook for the Swedish Club.

<sup>230</sup> Campbell, Elizabeth. "Suggested Path Forward." Gmail. Mar 27, 2022, 4:27 PM. Received by Kristine Leander, Judith Dern, Lori Ann Reinhall, and RC Charles.

<sup>231</sup> Leander, Kristine. "Executive Director's Report SC Board Meeting April 6, 2022." Swedish Club. April 6, 2022.

1           5.726. Between February 4, 2021 through April 1, 2021 Ms. Leander used the services  
2 of Arista to provide the main courses, vegetables, and other sides for the weekly Friday  
3 dinners, and the monthly Wednesday dinner. Ms. Campbell continued to make desserts, Mr.  
4 Charles was responsible for making side salads.

5           5.727. Arista's food program ended up being a fail of epic proportions. Their food was  
6 ill-prepared, often cold, clearly was made using old vegetables and the like, varied widely in its  
7 quality, and they often provided dishes that Ms. Leander had not ordered, or mis-prepared  
8 dishes that she had requested that they prepare a certain way. She often wrote and called  
9 Arista's owner and its manager during this time period trying unsuccessfully to get better food  
10 quality and service from them.

11           5.728. By the end of February there was so much food being thrown out after every  
12 one of Arista's dinners, Ms. Campbell was shocked at the waste, "It is insane how much food  
13 is being thrown out every week - here is how it works - we put the food in the refrigerator and  
14 it sits there for two weeks and then we throw it away. Or we put it in the freezer for months,  
15 and then we throw it away."<sup>232</sup>

16           5.729. The two dinners out of 13 where Arista did a good job was for the March 15,  
17 2021 *Women Can* dinner, and a couple of months after that when Ms. Leander let them come  
18 back for one more meal service, the Cinco De Mayo Day dinner on May 6, 2022.

19           5.730. After two months of failed Arista dinners, Ms. Leander asked Ms. Campbell to  
20 again to assume a position of responsibility for the dinners, planning them, doing the  
21 purchasing for them, and supporting Mr. Charles in a way that would ensure that the dinners  
22 were on time, and that the food was delicious.

23           5.731. Under Ms. Campbell's supervision and tutelage those things happened, and Ms.  
24 Campbell and Mr. Charles turned out to be a wonderful working team. They prepared and  
25 served six more dinners; however, Ms. Leander could not let that be, she instead dumped Ms.

26 \_\_\_\_\_  
<sup>232</sup> Campbell, Elizabeth. Text message to Candy Martin. iMessage. February 25, 2022, 9:28 PM.

1 Campbell and Mr. Charles and hired two new chefs/cooks, first Tom Perricone then Jocelynn  
2 Lillis.

3 **6. Ms. Campbell's Notice to the Board Re FSM Job**

4 5.732. On May 4, 2022 Ms. Campbell wrote a letter to Ms. Leander, Mr. Sund, and the  
5 rest of the board and objected again to how she was being passed over for the foodservice  
6 manager job, as well as being subjected to the retaliation, discrimination, the hostile  
7 workplace, and denied ADA accommodations and the like:

8 "Finally there is the matter of the foodservice manager job. You have refused to  
9 consider me for it, even after I formally applied for it. You have refused to interview  
10 me for it. As you did last year in August, you did it again in March and continue –  
11 citing my disability and my age as the reason you will not consider me for the  
12 position, much less let me assume the job I'm doing already, the foodservice  
13 manager job.

14 "In closing, in both March and April of this year I took these and other complaints  
15 up with you as required by the Employee Handbook. There has been no resolution  
16 between us. Your final comment to me when we met said it all, after you told me I  
17 was imagining things, after you told me you would not make even a small ADA  
18 access accommodation I have asked for, after numerous objections to you about  
19 your telling me I am disabled and cannot do the job I am doing, after you carried on  
20 including with others how you wanted someone younger for the food manger job –  
21 you said to me, "We're not embracing you [as an employee]." <sup>233</sup>

22 5.733. On July 6, 2022 Ms. Leander reported to the SCBOD that the "Food Service  
23 Manager," <sup>234</sup> she had hired on April 28, 2022, Jocelynn Lillis, had recently quit, and that the  
24 second chef she had hired in mid-April, Tom Perricone, had prior obligations and did not want  
25 to assume all of the cooking/kitchen duties and wanted to resign, and so she needed a  
26 replacement for him also. Ms. Leander stated, "I intend to go over the resumes that came in  
when they (J. Lillis and T. Perricone chefs) were hired and see if there's anyone I  
overlooked." <sup>235</sup>

<sup>233</sup> Campbell, Elizabeth. "SC Letter Re Discriminaton Complaints Filed 05-04-2022".

<sup>234</sup> Ms. Lillis while given the title of Food Service Manager never did the food service manager related tasks, she cooked at best

<sup>235</sup> Leander, Kristine. "Executive Director's Report SC Board Meeting July 6, 2022." Swedish Club. July 6, 2022.

1 5.734. Despite having applied and expressed interest in both of those chef positions for  
2 by then over six months, Ms. Leander’s remarks indicate that she never considered Ms.  
3 Campbell to be a prospect to replace either Ms. Lillis or Mr. Perricone; despite Ms. Campbell  
4 being available, qualified, and a current kitchen employee. Ms. Leander overlooked Ms.  
5 Campbell and neither hired nor promoted her to either of the open food service manager or  
6 chef/cook positions (the latter of which Ms. Campbell’s job designation was still “cook”).

7 **7. Round 2 Food Service Manager Job – August 2022 to January 2023 – The**  
8 **Conspiracy**

9 5.735. Between August 2022 and January 2023 Ms. Campbell was subjected to a  
10 conspiracy and scheme that Ms. Leander had cooked up to keep Ms. Campbell from being  
11 promoted or hired for the food service manager position. The timeline and events for that  
12 period are as follows:

13 • **July 27, 2022**

14 On July 27, 2022 Ms. Campbell applied to the Swedish Club via the online Indeed job service, for  
15 the Foodservice Manager/Chef/Cook job posted by the Swedish Club. Christine Ross  
16 (hereinafter “Ms. Ross”) applied the same day, according to her, “Ms. Campbell applied on  
17 Indeed July 27, 2022.”<sup>236</sup>

18 • **August 1, 2022**

19 On August 1<sup>st</sup> Ms. Leander sent Ms. Campbell an email stating that she was responding to her  
20 July 27<sup>th</sup> job application through both the Indeed job platform email and to Ms. Campbell’s  
21 Gmail account.<sup>237, 238</sup> In the email Ms. Leander identified the position Ms. Campbell had applied  
22 for as follows, “Thank you, Elizabeth, for applying for our open **chef/food services manager**  
23 **position** at the Swedish Club.”<sup>239</sup> Emphasis added.

24 Ms. Campbell replied to Ms. Leander’s email on August 2<sup>nd</sup>, and arranged to meet with Ms.  
25 Leander, Mr. Rahman, and Ms. Hayes on August 5<sup>th</sup> at 2:30 PM at the Swedish Club for Ms.  
26 Campbell’s job interview.

At 6:00 PM on the evening of August 1<sup>st</sup> the Swedish Club Board meeting was held. Ms.  
Campbell attended that meeting. Ms. Leander reported to the board that she had over 25  
applicants for the Food Service Manager job, was hopeful that she would find someone for the  
food service manager job and was starting to make arrangements to review applicants’ resumes

<sup>236</sup> Ross, Christine. Text Messages to Elizabeth Campbell. Tue Oct 4, 2022 10:54 AM

<sup>237</sup> Leander, Ms. Leander. “Responding to your application?”. Gmail. Aug 1, 2022 3:33 PM

<sup>238</sup> Ms. Campbell checked her Indeed email account – there was no message from Ms. Leander in it.

<sup>239</sup> Leander’s statement references two job types, “chef” and “food services manager” as one position.

1 and possibly meet with candidates. Ms. Leander only had six more days to process job  
2 applications as she was leaving on August 8<sup>th</sup> for her vacation in Norway.

3 • **August 3, 2022**

4 On Wednesday, August 3rd, Ms. Ross came to the Swedish Club and was interviewed by Ms.  
5 Leander and Mr. Rahman. "I met with Anis and kL on Aug 3,22"<sup>240</sup>

6 According to Ms. Ross, while she was at the Swedish Club for her job interview meeting, she  
7 briefly meets chef Tom Perricone, he is there preparing for the Wednesday, Lille Fredag, soup  
8 and salad supper.<sup>241</sup> On meeting Tom, according to Ms. Ross, "I met Tom Only once in passing.  
9 Yes, it was before the 7<sup>th</sup>.", "I was just introduced and that was it.... No conversation."<sup>242</sup>

10 According to former Swedish Club employees, bartender Mr. Paul Jefferson ,and chef Tom  
11 Perricone, after the meeting with Ms. Ross on August 3<sup>rd</sup>, Ms. Leander talked to Mr. Perricone  
12 about her decision to hire Ms. Ross. She asked him if he thought that Ms. Ross is physically up  
13 to the job. Mr. Perricone says that he told Ms. Leander that he thinks Ms. Ross might be okay.  
14 Later in his shift Mr. Perricone tells Mr. Jefferson who is also working that evening about his  
15 meeting Ms. Ross, about Ms. Leander asking him what he thought of her hiring Ms. Ross, and his  
16 personal estimation and feelings about the situation.

17 • **August 5, 2022**

18 According to Ms. Ross's text messages and conversations with Ms. Campbell, on August 5<sup>th</sup> at  
19 12:00 noon<sup>243</sup> Ms. Leander called Ms. Ross and invited her to a meeting on Sunday, August 7<sup>th</sup> at  
20 the Swedish Club. Ms. Leander told Ms. Ross that she wanted her to meet with what Ms.  
21 Leander referred to as the "food committee", Ms. Leander, Ann Margret Lightle (hereinafter  
22 "Ms. Lightle"), and Judith Dern (hereinafter "Ms. Dern").<sup>244, 245</sup>

23 Of special note, while Ms. Leander around noon on the 5<sup>th</sup> of August is arranging to have her  
24 hiring of Ms. Ross *ratified* by her women friends, she already has another meeting that same  
25 afternoon at 2:30 PM with Ms. Campbell - ostensibly to interview her for the very job she has  
26 already made her hiring decision about – to hire Ms. Ross. As events unfolded and information  
came to Ms. Campbell over the next week, she realized the job interview on August 5<sup>th</sup> was not  
done in good faith.

Ms. Campbell arrived early at the Swedish Club, was available at 2:30 PM for her meeting with  
Ms. Leander, Ms. Rahman, and Ms. Hayes. Mr. Rahman informed Ms. Campbell that Ms.  
Leander just left and would be back in 10 minutes. The reality is there is not anywhere Ms.  
Leander could have gone even close to the Swedish Club that would have gotten her back in 10  
minutes. Ms. Leander was 40 minutes late to the meeting with Ms. Campbell, it was after 3:00  
PM when she returned.

<sup>240</sup> Ross, Christine. Text Messages to Elizabeth Campbell. Tue, Oct 4, 10:54 AM

<sup>241</sup> Ross, Christine. Text Messages to Elizabeth Campbell. Tue, Oct 4, 1:16 PM

<sup>242</sup> Ross, Christine. Text Messages to Elizabeth Campbell. Tue, Oct 4, 1:16 PM

<sup>243</sup> Ross, Christine. Text Messages to Elizabeth Campbell. Tue, Oct 4, 1:15 PM

<sup>244</sup> The Food Committee also includes Lori Ann Reinhall and Ms. Campbell however, they were not invited to the  
August 7<sup>th</sup> meeting. Moreover, Ms. Leander disbanded the "Food Committee" three and a half months earlier on  
April 14<sup>th</sup>.

<sup>245</sup> Leander, Ms. Leander. "Food Committee Meetings?" Gmail. April 14, 2022 4:38 PM



1 Ms. Leander's lack of interest in giving Ms. Campbell even the courtesy of showing up within a  
2 reasonable amount of time in relation to their 2:30 PM appointment time, Ms. Campbell  
3 believes that speaks to the fact that Ms. Leander did not even begin to feel that the meeting  
4 rated anything more than what was a desultory response by her; that the meeting with Ms.  
5 Campbell was nothing more than a show, a checkbox activity that Ms. Leander had to do in  
6 order to be able to in the future, if necessary, to plausibly claim she had considered Ms.  
7 Campbell for the food service manager position.

8 At the end of the meeting Ms. Campbell paused before she left and told Ms. Leander, Ms.  
9 Hayes, and Mr. Rahman in a sincere and heartfelt way, that all things being equal Ms. Campbell  
10 would always be appreciative of the opportunity she considered her job to be, to have been  
11 able to be of service to the Swedish Club, that she would always treasure that life experience.

12 • **August 7, 2022**

13 After meeting with Ms. Leander, Ms. Dern, and Ms. Lightle at the Swedish Club, according to Ms.  
14 Ross, "[Ms. Leander] called me two hours later and gave me the job."

15 Ms. Ross's first day of work is scheduled for Friday, August 26th<sup>246, 247</sup>

16 Ms. Leander told the board at its meeting on August 3rd that Tom Perricone was going to train,  
17 on-board Ms. Ross, "Chef Tom has offered to be very helpful in training any new chef."<sup>248</sup>

18 • **Sunday, August 7, 2022**

19 On August 7th Ms. Ross met with Ms. Leander, Ann Margret Lightle, and Judith Dern at the  
20 Swedish Club, "...met with KL, Ann Margaret and Judith Aug 7,22."<sup>249</sup> That was the day of the  
21 Pancake Breakfast, Ms. Ross has told Ms. Campbell in texts and conversations with her that Ms.  
22 Leander represented to Ms. Ross that Ms. Leander and the other two women were the Swedish  
23 Club's Food Committee.<sup>i</sup> Ms. Ross stated that Ms. Leander wanted Ms. Lightle and Ms. Dern to  
24 talk to Ms. Ross and give Ms. Leander their impression of Ms. Ross.<sup>250</sup>

25 This is a tactic Ms. Leander employs, drawing others into her hiring activity, *after* she has made  
26 her decision to hire someone. Typically, Ms. Leander makes it a point to ask her go-to member  
27 friends or employees to meet the job candidate or recent hire she has chosen even if it is for  
28 mere minutes or less.<sup>251</sup> They ratify her decisions as opposed to informing her decisions.

29 This is consistent with the first thing Paul Jefferson told Ms. Campbell on the 10<sup>th</sup> of August, that  
30 Ms. Leander had already made her decision to go with Ms. Ross from the outset of when she  
31 first met with her. Tom Perricone also told Ms. Campbell the same on the 15<sup>th</sup> of August. He  
32 stated that he briefly met Ms. Ross when she came in for her interview on the 3<sup>rd</sup> of August. He

33 <sup>246</sup> Elizabeth Campbell interview with Tom Perricone on August 15, 2022.

34 <sup>247</sup> Ross, Christine. Text messages to Elizabeth Campbell.

35 <sup>248</sup> The reality of Tom offering to be "very helpful", appeared to be to curry favor with Ms. Leander.

36 <sup>249</sup> Ross, Christine. Text messages to Elizabeth Campbell. Tue, Oct 04, 10:54 AM Text: "I applied on Indeed.com  
37 July 27,22. I met with Anis and kL on Aug 3,22....met with KL, Ann Margaret and Judith Aug 7,22. She called  
38 me two hours later and gave me the job. On Aug 24,22.... She said she needed me to come talk with her and Toene.  
39 That is when she informed me she could not actually hire me."

40 <sup>250</sup> This is a tactic Ms. Leander employs, drawing others into her hiring activity, *after* she has made her decision  
41 to hire someone. They ratify her decisions as opposed to informing her decisions.

42 <sup>251</sup> See also discussion about this practice related to the hiring of Wendy Lundin Clark.

1 said that Ms. Ross had decided to hire her from that moment on, that Ms. Leander had decided  
2 to exclusively concentrate her hiring efforts only on Ms. Ross.<sup>252</sup>

3 According to Ms. Ross she was also told by Ms. Leander that her first day of work would be  
4 August 26<sup>th</sup>, "After Tom left [August 15<sup>th</sup>] KL texted me and said I was not to report to work until  
5 the 26th.... No matter what...She instructed me...(I have it on my phone). Do not go to work  
6 until the 26. I was a bit upset, as I had already been put off for weeks."<sup>253</sup>

7 Based on Ms. Campbell's conversations with first Paul Jefferson the bartender on August 10<sup>th</sup>,  
8 and with Tom Perricone the chef on August 15<sup>th</sup>, and then what Ms. Campbell have since then  
9 come to learn from Ms. Ross, Ms. Campbell was never in the running for the food service  
10 manager job. Ms. Leander zeroed in on Ms. Ross from the start and never considered anyone  
11 else, Ms. Campbell, for the position.

12 The purpose of the exercise is to see what they think about the person, but mainly the purpose  
13 is to reflect back to Ms. Leander that she has made the right choice/decision. Tom was  
14 expected by Ms. Leander to tell her what he thought of Ms. Ross.

15 Two hours after Ms. Ross's August 7<sup>th</sup> meeting w/ Ms. Leander, Ms. Lightle, and Ms. Dern, Ms.  
16 Ross received a phone call from Ms. Leander telling her that she had the foodservice  
17 manager/chef job, "She called me two hours later and gave me the job. On Aug 24,22"<sup>254</sup>

18 "I was interviewed by Food Committee, Ann-Margaret, Judith, and Ms. Leander. Two hours  
19 later Ms. Campbell got a phone call from Kristine telling me I had the job...I also have all emails  
20 that were exchanged on Indeed regarding the position of Chef/Food Service Manager."

21 A couple of days later Ms. Ross received in the mail a copy of Ms. Dern's book about  
22 Scandinavian cooking. Ms. Leander had asked Judith to send the book to Ms. Ross. When Ms.  
23 Campbell heard that she was reminded once more about Ms. Leander's acerbic comment to her  
24 on March 21st, "We're not embracing you!" Now months later Ms. Campbell realized one more  
25 time what it was like to have been isolated by Ms. Leander as opposed to being "embraced" as  
26 an employee.

17 • **August 10, 2022**

18 At 5:49 PM on the 10<sup>th</sup> Ms. Campbell attended as a member the Swedish Club's Wednesday  
19 night Lilla Fredag supper. Ms. Campbell purchased the meal for \$15. Ms. Campbell was the only  
20 customer that entire night. Two staff people were there, the foodservice worker RC Charles and  
21 the bartender, Paul Jefferson. Since it was only the three of us, we spent the evening together  
22 talking while Ms. Campbell was eating my dinner, for just over one hour. Because Ms. Campbell  
23 was an employee also, they talked about things going on at the Club, including what was going  
24 on with the foodservice department, employees leaving, the problems with the food – the  
25 immense amount of food waste, and the general, what they believed was the poor management  
26 of both the food and bar departments by Ms. Leander.

After Ms. Campbell finished her meal she sat at the bar, there were no customers. RC was

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25 <sup>252</sup> Tom also said that Ms. Leander expressed her concerns about whether Ms. Ross would be able to physically do  
the job; she asked him what he thought Ms. Ross's physical capacities were given her age and appearance.

26 <sup>253</sup> Ross, Christine. Text messages to Elizabeth Campbell. iMessage. Sat, Oct 1, 10:39 PM

<sup>254</sup> Ross, Christine. Text Messages to Elizabeth Campbell. Tue Oct 4 2022 10:54 AM

1 starting to shut down the dinner service, pick up the dishes, put away the food, doing general  
2 clean up. Paul and Ms. Campbell were talking. During this part of the conversation between  
3 Paul and Ms. Campbell he was musing about how things would be working out with the advent  
4 of the new chef, a woman, he said *a really old woman*.

5 Ms. Campbell had heard nothing about this, in fact Ms. Campbell had interviewed for that  
6 particular job on August 5<sup>th</sup>, under what she came to find out was the mistaken belief that the  
7 position was open, that Ms. Leander was possibly, genuinely considering her for that job.

8 When Paul told Ms. Campbell about this woman having been already hired to be the new food  
9 service manager/chef, at that point in time Ms. Leander had indicated that Tom was a loyal  
10 employee),<sup>255, 256</sup> that he knew about it earlier in the previous week, that the then existing Chef  
11 Tom had told him about this woman being hired, and it sounded like Ms. Leander had also  
12 mentioned it to Paul also – Ms. Campbell was shocked to hear all this!

13 • **August 11, 2022**

14 On Thursday morning, August 11<sup>th</sup>, Ms. Campbell contacted Tom by text message and asked him  
15 about this other woman being hired for the chef job at the Club. Ms. Campbell asked him what  
16 was the name of the new woman cook – he texted back, “Christine with a C”.

17 • **August 12, 2022**

18 Ms. Campbell visited Mr. Rahman and Ms. Hayes in their office when she arrived at the Swedish  
19 Club to see if there was a check for her and to explore with them the topic of what had really  
20 been going on with Ms. Campbell’s so-called job interview on the 5th of August. This is what  
21 Ms. Campbell wrote about the exchanges between her, Mr. Rahman, and Ms. Hayes, “On the  
22 12th of August Ms. Campbell was in the office with Toene and Anis, I think I was getting my  
23 expense check or something, and Ms. Campbell said something to them about the fake job  
24 interview on the 5th of August they had put me through, that Ms. Leander had already hired  
25 someone. Anis blew up and demanded to know who had told me. Then Toene blew up - she is  
26 always doing that - she kept repeating when Ms. Campbell asked her about it, she knew it was a  
27 fake interview, she kept angrily repeating, “Talk to Kristine!” “Talk to Kristine!”. Of course  
28 Kristine is in Norway at that point.”<sup>257</sup>

29 At the August 12<sup>th</sup> Friday night dinner service Ms. Campbell was at the Swedish Club from 5:30  
30 to 8:30. After dinner service was complete Tom and Ms. Campbell talked about his plans to  
31 leave his job, and what he thought about his employment stint at the Club, the foodservice  
32 operations, about Ms. Leander. It wasn’t positive. They made an appointment for Ms. Campbell  
33 to come in and see him on Monday, August 15<sup>th</sup>, he was coming in to the Swedish Club to cook  
34 some crab and shrimp patties for the next Wednesday’s dinner.

35 • **August 15, 2022**

36 <sup>255</sup> July 27<sup>th</sup> email from Ms. Leander to Elizabeth, RC, Stephanie, Tom, and Wendy: “We have greatly appreciated  
his [Tom’s] flexibility and loyalty to the Club’s needs.”

<sup>256</sup> July 27<sup>th</sup> email from Ms. Leander to Elizabeth, RC, Stephanie, Tom, and Wendy: “We have greatly appreciated  
his [Tom’s] flexibility and loyalty to the Club’s needs.”

<sup>257</sup> Campbell, Elizabeth. Text messages to Christine Ross. iMessage. Sat, Oct 1, 10:39 PM.

1 On Monday, August 15<sup>th</sup> Ms. Campbell came into the Club at 2:49 PM to meet with Tom. He  
2 had just finished cooking off the last of the seafood cakes. As he was ending his shift, he shared  
3 with Ms. Campbell some general information, the next day he was leaving Seattle to go to  
4 Philadelphia, that he wasn't coming back to the Club. Even though he was scheduled to work  
5 August 17<sup>th</sup> and 19<sup>th</sup>, he said he was through as of that day, August 15<sup>th</sup>.

6 Shortly after that brief conversation a situation came up, Mr. Rahman had come to the kitchen,  
7 he believed there was going to be a possible shortage of food for the Wednesday dinner on the  
8 17<sup>th</sup>. That turned into a big controversy because chef Tom told Mr. Rahman he was done  
9 cooking for the day and was not going to make any more seafood cakes.

10 Because Mr. Rahman appeared loathe to use Ms. Campbell to do any cooking, and then seemed  
11 adverse to having RC do cooking on his own, Ms. Campbell felt Mr. Rahman had needlessly  
12 turned the situation into a big dilemma, that there was no one to cook additional food and so  
13 there was going to be not enough food for the Wednesday dinner

14 Ms. Campbell thought it was an "artificial crisis" – "Anis had two people in front of him, myself,  
15 and RC, he had the opportunity to put me to good use to either make the additional patties  
16 myself, or to have me support RC in doing them. Anis did not want to do anything that involved  
17 having me cook and so no solution at that point was arrived at."

18 Ms. Campbell felt the whole situation was also another example of how Ms. Campbell was being  
19 isolated and marginalized by Mr. Rahman and Ms. Leander at the Swedish Club. The next day  
20 Ms. Campbell wrote in an email to Ms. Leander, Mr. Rahman, to Shama Albright, the president  
21 of the Club's board of directors, and to the Swedish Club's lawyers,<sup>258</sup> about what had transpired  
22 on the August 15<sup>th</sup>, about how Ms. Campbell felt at the time, and about how Ms. Campbell felt  
23 she had been mis-treated Ms. Campbell on the 15<sup>th</sup> and even over the course of 2022.

24 Part of what Ms. Campbell wrote in the email addressed the isolation and marginalization of her  
25 that had been going on at the Club, how it was affecting her as an employee, "It was an artificial  
26 crisis that was predicated on ensuring that whoever's personal desire it is to ensure that certain  
27 people, myself included, are marginalized, not allowed to cook, are not treated as a respected  
28 member of cooking staff. This is so much of a setup, this eight month long, multiple cycles of  
29 cooks wanted claims that has been repeating itself based on that premise.

30 "It even holds true related to the food service manager...it is offensive even having to go  
31 through this conversation about having to justify, or prove, or defend my well known  
32 capabilities to cook and serve anything at the Swedish Club. Because at this point - it is not  
33 about that at all. Yesterday, 8/15, once more the angry contempt in which Ms. Campbell am  
34 held by the executive staff was demonstrated; and I documented it...for me, it was just palpable  
35 yesterday how much Anis I feel hated the idea that he might have to ask me to cook anything."

36 After Mr. Rahman left Mr. Perricone and Ms. Campbell resumed their conversation, Mr.  
37 Perricone stated that "Ms. Ross with a 'C'" was starting work at the Swedish Club on August 26<sup>th</sup>.  
38 He said that Ms. Leander had planned on him coming in on the 26<sup>th</sup> and working with the new  
39 chef. However, Mr. Perricone said that he was not inclined to follow through and do that, asked

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258 Campbell, Elizabeth. "Artificial Crisis – Solution". Gmail. Tue, Aug 16, 2022 at 1:32 PM.  
<https://www.dropbox.com/s/xtqau6xuvpwl/f/EAC%20Gmail%20Re%20Artificial%20Crises%20-%20Solution%208-16-22.pdf?dl=0>

1 Mr. Campbell to not tell Ms. Leander, but that he was not coming back after that day, that he  
2 instead was going to tell Ms. Leander something and not show up to onboard Ms. Ross.

3 Other topics covered during the conversation between Ms. Campbell and Mr. Perricone  
4 included the matter about of the discrimination complaints that Ms. Campbell had filed against  
5 the Club. Mr. Perricone said he knew about those, Ms. Leander had told him her side about  
6 them, but he said he wanted Ms. Campbell to know that he supported her in my endeavors  
7 related to those. He said he had suffered age discrimination elsewhere and that it was difficult  
8 to be subjected to that.

9 Mr. Perricone and Ms. Campbell also talked at length about all of what they thought were the  
10 crazy goings on related to the food department, particularly Ms. Leander's management of it.  
11 One of Mr. Perricone's complaints was the never-ending problem of not knowing how many  
12 guests would attend an event, thus planning meals was always difficult, and Ms. Leander  
13 continued to change the numbers clear up to the day of an event.

14 He discussed the challenge of working with Mr. Rahman to purchase, pickup, and deliver the  
15 pancake breakfast food supplies; he said Rahman's mis-handling of the once-a-month pancake  
16 breakfast was not something he wanted to get involved in – it was beyond him why the orders  
17 were always so difficult for Mr. Rahman to order, pickup and bring to the Club, not to mention  
18 the pancake situation dovetailed with a major problem in the regular food service arena – Mr.  
19 Perricone referenced the stunning amount of food waste, the majority of which was thrown  
20 away.

21 • **August 16, 2022 (Date Approximate)**

22 According to Ms. Ross, "After Tom left<sup>[259]</sup> KL texted me and said I was not to report to work until  
23 the 26th.... No matter what. All that crap about a long drive was BS.<sup>[260]</sup> She instructed me....(I  
24 have it on my phone). Do not go to work until the 26. I was a bit upset, as Ms. I had already  
25 been put off for weeks."<sup>261</sup>

26 The further context for the August 16<sup>th</sup> communication was that Ms. Campbell is informed and  
believes and on such information and belief alleges that by August 25<sup>th</sup> Ms. Leander had already  
met with RC and Ms. Ross together, that Mr. Charles was also privy to Ms. Leander's "visiting  
chef" cover up.

• **Wednesday, August 17, 2022**

After the Members dinner meeting was over Ms. Albright, president of the SCBOD and Ms.  
Campbell spent some time together talking about how things were going at the Club. Ms.  
Campbell told her that Ms. Leander had hired someone for the food service manager position.  
Ms. Albright stated that she did not believe that was so. Ms. Albright told Ms. Campbell several  
times, that "no decisions have been made".

<sup>259</sup> Tom Perricone's last day of employment at the Swedish Club was August 15, 2022.

<sup>260</sup> The reference to the "long drive" is what RC told Ms. Campbell on August 26<sup>th</sup>, it is the reason he said that Ms. Ross had not come to work that day, because he said that Ms. Ross had decided to not take the job after all. When Ms. Campbell asked why he said Ms. Ross had decided the drive from Everett to Seattle was too much to take on.

<sup>261</sup> Ross, Christine. Text Message to Elizabeth Campbell. October 1, 2022 10:39 PM

1 Ms. Campbell shared with Ms. Albright the events and her conversations over the preceding two  
2 and a half weeks with other Club employees, that this woman “Ms. Ross with a ‘C’” had been  
3 hired and she was supposed to start on Friday the 26<sup>th</sup>. Ms. Campbell also told Ms. Albright that  
4 Ms. Campbell felt her application for the food service manager position had not really been  
5 genuinely accepted by Ms. Leander; that she believed the job interview on the 5<sup>th</sup> of August  
6 with Ms. Leander, Ms. Hayes, and Mr. Rahman had been a fake. That Ms. Campbell hadn’t been  
7 in the running for the food manager job.

8 Ms. Albright again told Ms. Campbell that she had not heard about Ms. Leander hiring anyone.  
9 Ms. Albright repeated, her understanding was that “no decisions had been made”.

10 Ms. Campbell and Ms. Albright talked a little bit about assorted things that could be done to  
11 improve meal service at the Club, about problems with staff discontent, and she mentioned this  
12 – that she had been thinking about maybe the Club needed to hire a human resources director,  
13 someone that could work with the employees in a more collaborative way than Ms. Leander.  
14 Ms. Campbell told Ms. Albright she thought that might be a possible solution.

15 On August 25<sup>th</sup> Ms. Campbell referenced her August 17<sup>th</sup> visit with Ms. Albright, she texted Ms.  
16 Jonsson, “I was waiting outside to talk to you but Shama came along and I needed to catch up  
17 on a couple of things with her.”<sup>262</sup>

18 • **Thursday August 18, 2022**

19 Ms. Campbell was being pressured by Ms. Hayes about the Swedish Club having to pay in a  
20 timely fashion for food and supply purchases Ms. Campbell was expected to make with her own  
21 money. Ms. Campbell texted the former lead chef and long time Club member, Ms. Jonsson –  
22 about how things had been handled in that regard when Ms. Jonsson was at the Club. Ms.  
23 Campbell wrote in part – “I have been also what I feel abused by Toene...She always gets loud  
24 and obstreperous and goes on how her bookkeeping has priority, her job has priority, she is just  
25 doing her job.”

26 • **August 19, 2022**

Ms. Campbell received an email notifying her that Ms. Hayes had ordered a comprehensive,  
national criminal background check on Ms. Campbell.<sup>263, 264</sup> Ms. Campbell was shocked and  
upset – it made no sense why now, nine months after she had been hired, would there be a  
background check ordered on Ms. Campbell? Ms. Campbell believed/believes that the  
background check was ordered by Ms. Hayes as retaliation for Ms. Campbell questioning Ms.  
Hayes and Mr. Rahman on August 12<sup>th</sup> about the fake job interview they had held with Ms.  
Leander on August 5<sup>th</sup>, pretending to legitimately be processing Ms. Campbell’s application for  
the food service manager position.

<sup>262</sup> Campbell, Elizabeth. Text message to Malin Jonsson-Borgstrom. Messages. Aug 25, 2022, 7:08 AM.

<sup>263</sup> ClearChecks. “Information Requested for you Background Check”. Gmail. Fri, Aug 19, 2022 at 11:03 AM.

<sup>264</sup> Detailed information about the ClearChecks, criminal background check has been provided in a previous  
submittal to the City of Seattle, [CoS KV Response to 12-01-22 Qc 12-19-22.pdf](#)



That same day Ms. Campbell arrived at the Swedish Club around 1:46 PM. When Ms. Campbell got to the kitchen, Ms. Campbell found Keita the housekeeper was helping RC make meatballs. Ms. Campbell was quite upset when she saw what was going on - Keita the housekeeper was being used to do cooking, while Ms. Campbell who was employed by the Swedish Club as a cook had been cut out of doing any cooking except desserts.

It underscored to her what Ms. Campbell believed to be a fact, that Ms. Leander/Mr. Rahman were so loathe to allow Ms. Campbell to do anything other than desserts, if they couldn't outright extinguish Ms. Campbell's title of cook, they would go about marginalizing her in some other way, including using the housekeeper with no food experience much less with no food handlers permit to do cooking.

The message seemed loud and clear to Ms. Campbell, having *anyone* do the cooking was better than allowing Ms. Campbell to carry out any cooking duties.

From a practical standpoint, Mr. Rahman, who was in charge while Ms. Leander was then away in Norway, using the housekeeper to do cooking had nothing to do with there being no other kitchen staff either, i.e. it was not because that there was no other kitchen staff person available to assist RC. Ms. Campbell was available, the same as RC, Ms. Campbell was a cook, and Ms. Campbell held a valid food handler's permit.

• **Mid to Late August 2022**

Mid-August Ms. Leander asked Ms. Ross to make batches of meatballs and gravy for two Friday night dinners, for August 19<sup>th</sup> and August 26<sup>th</sup>, with the proviso that Ms. Ross was not to let anyone at the Club know she was making the meatballs. Ms. Leander instructed Ms. Ross to bring the meatballs to the Swedish Club, however she was not to bring the meatballs into the building - she was to call Ms. Leander or Mr. Rahman and have one of them come out to the Club's parking lot and they would get the pans of meatballs from her and bring them to the kitchen.

Ms. Ross made meatballs and gravy on August 18<sup>th</sup> at her home and delivered them on August 19<sup>th</sup> to the Club. When she arrived, Ms. Ross called in to the Club as instructed and Mr. Rahman came out to the parking lot and got the meatball dinner from her.

Activities by class 2022 through Aug collapsed	Kitchen & food exp (Food & Kitchen Summary)
Expense	
\$200 - Payroll Expenses General	0.00
<b>\$120 - Professional Fees General</b>	<b>200.00</b>
\$200 - Fundraising Expenses	0.00
\$200 - Music & Cultural Expenses	0.00
\$300 - Social Events & Program Expense	0.00
\$400 - Education Programs Expenses	0.00

On August 25<sup>th</sup> Ms. Ross made meatballs and gravy at her home and delivered them to the Club on August 26<sup>th</sup>. When she arrived at the Swedish Club she called in as instructed and Ms. Leander came out to the parking lot and got the dinner from Ms. Ross.

In late August Ms. Hayes used her position as staff accountant to cover up Ms. Ross's August cooking work, cover up the fact that Ms. Ross had been hired for the foodservice manager position earlier that month. Ms. Ross was paid \$208 for the two August meatball dinners; Ms.

1 Hayes noted on the check that the payment to Ms. Ross was for "Kitchen Setup," and she  
2 classified the expenditure as a "Professional Fee".<sup>265, 266</sup>

3 • **August 24, 2022**

4 According to Ms. Ross, "On Aug 24,... She [Ms. Leander] said she needed me to come talk with  
5 her and Toene. That is when she informed me she could not actually hire me."

6 "It was the 24th of September [sic - August] that she called and had me come to the club....  
7 That's When Kristine and Toene told me they could not hire me.... Due to an attorney being  
8 contacted by you [Ms. Campbell]. That's the true timeline if that helps!! Two days prior to my  
9 start date."<sup>267, 268</sup>

10 According to Ms. Ross told Ms. Campbell, at the beginning of the meeting on August 24<sup>th</sup> after  
11 Ms. Leander told Ms. Ross she was walking back her hiring of her, Ms. Leander turned to Ms.  
12 Hayes and said to her in a knowing voice, "I can hire a visiting chef though can't I?" Ms. Hayes  
13 said yes. Ms. Leander went on to tell Ms. Ross that the visiting chef arrangement would be of  
14 short duration, that it was a work around, subterfuge intended to gain Ms. Leander an  
15 advantage related to the discrimination complaints Ms. Campbell had filed. Ms. Ross insisted  
16 she had been hired, however Ms. Leander disputed Ms. Ross's belief, she told her she hadn't put  
17 her offer in writing.

18 In the intervening time Ms. Ross has sent multiple text message statements to Ms. Campbell  
19 describing and affirming what she was told by Ms. Leander and Ms. Hayes on August 24<sup>th</sup>, about  
20 the so called visiting chef ruse, including but not limited to:

21 "I was assured it would be short term until it was resolved. That is not the case."<sup>269</sup>

22 "I was told it would be visiting chef drill until the situation with you [Ms. Campbell] was  
23 resolved. That was in meeting with KL and Toene! Obviously the visiting chef deal is a wy [sic]  
24 of covering their asses. They know they are in the wrong."<sup>270</sup>

25 Ms. Ross has also told Ms. Campbell multiple times that at the meeting on the 24<sup>th</sup>, Ms. Leander  
26 and Ms. Hayes settled on the plan to call Ms. Ross a visiting chef, that she would not be an  
27 employee, she would get paid on a 1099 basis. Ms. Hayes referred to Ms. Ross in her  
28 accounting as a "vendor" to the Club, an independent contractor. Ms. Ross readily admits she is  
29 not an independent contractor, not a vendor:

30 "I am screwed. I am not a vendor..... there are requirements to be that..... I'm sure you know  
31 that...I have no contract with SC and therefor no protection!...I am not a Vendor Elizabeth. That  
32 requires insurance and a contract.... Be it ongoing or daily."<sup>271</sup>

33 <sup>265</sup> Hayes, Toene. "Swedish Club Finance Committee August 2022 Reports for the September meeting. Email. Fri,  
34 Sep 23, 2022 at 12:18 PM

35 <sup>266</sup> Hayes, Toene. Email November 29, 2022

36 <sup>267</sup> Ross, Christine. Text Message to Elizabeth Campbell. October 1, 2022

37 <sup>268</sup> Ross, Christine. Text Message to Elizabeth Campbell. October 1, 2022 10:39 PM

38 <sup>269</sup> Ross, Christine. Text message to Elizabeth Campbell. Mon, Oct 17, 9:19 PM

39 <sup>270</sup> Ross, Christine. Text message to Elizabeth Campbell. Tue, Oct 4, 1:16 PM

40 <sup>271</sup> Ross, Christine. Text message to Elizabeth Campbell. Sun, Nov 20, 11:33 AM



1 "I am not an employee..... not even a vendor!"<sup>272</sup>

2 • **August 26, 2022**

3 Two days after the meeting with Ms. Ross, [Ms. Leander sent an email to Ms. Campbell and RC –](#)  
4 [she officially demoted Ms. Campbell from a cook to a dessert cook, and promoted RC from a](#)  
5 [cook to a sous chef.](#)

6 Ms. Leander further delayed Ms. Ross's start date, she had a backup plan; a "visiting chef," who  
7 ended up sick before they could do the gig.

8 • **September 2, 2022**

9 For a second Friday in a row Ms. Leander had RC cook the Friday dinner. There was no visiting  
10 chef. According to Ms. Leander, "The second entree changed to be entree salad with salmon on  
11 top. I know that RC can handle it, particularly since historically it is the lightest Friday dinner of  
12 the year!"<sup>273</sup> Her belief was belied by previous dinners she had put Mr. Charles in charge of.

13 As the dinner service got underway the guests who had ordered the salmon salad, including Ms.  
14 Campbell, started returning their dinners to RC. It turned out he had undercooked the salmon.  
15 Their meals were delayed by 15 minutes consecutively as they lined up to have their salmon  
16 microwaved. The situation with the raw salmon was mixed up in the whole visiting chef scheme  
17 that Ms. Leander had hatched – RC who had a demonstrable record for not being qualified to be  
18 solely in charge of a dinner service, "filling in for the phantom guest chef."

19 On September 8, 2022 Ms. Campbell wrote Malin Jonsson, former lead chef at the Swedish Club,  
20 about the failed salmon dinner "...last Friday's dinner debacle, poorly prepared and cooked  
21 salmon salad's the salmon was way undercooked - ending up being microwaved plate by plate in  
22 the middle of dinner service. The salmon was bad - I literally threw the whole salad away - it  
23 smelled in the bargain."

24 (On September 8, 2022 Ms. Campbell wrote Malin Jonsson, former lead chef at the Swedish  
25 Club about the failed salmon dinner Ms. Leander's fake visiting chef program and, "And, as  
26 usual, there was a new spin on the recent exit of her last two kitchen hires [Tom Perricone and  
at the time Ms. Campbell Mr. Charles had told Ms. Campbell that Ms. Ross had declined to take  
the FSM job] - to promote a new program - the guest chef program. Which promptly collapsed  
before it got started. The first person got sick with Covid - leading to last Friday's dinner  
debacle, poorly prepared and cooked salmon salad's the salmon was way undercooked - ending  
up being microwaved plate by plate in the middle of dinner service. The salmon was bad - I  
literally threw the whole salad away - it smelled in the bargain.")

• **September 7, 2022**

On September 7<sup>th</sup> Ms. Leander sent an email to Ms. Campbell to let her know that Ms. Campbell  
was not going to be hired for the food services Manager/Chef position. Ms. Leander claimed

<sup>272</sup> Ross, Christine. Text message to Elizabeth Campbell. Wed, Nov 16, 10:46 PM

<sup>273</sup> Leander, Kristine. "Menu for Sept 2?". Gmail. Wed, Aug 31, 1:00 PM

1 that she wanted someone with more restaurant experience, "At this time, we are continuing to  
2 look for someone for the position who has a fair amount of restaurant experience."<sup>274</sup>

3 • **September 8, 2022**

4 Facebook posting at 7:54 PM. Later on is marked as filled:



20 *Job ad on Facebook Posted on Evening of September 8, 2022*



21 **Job Notices**  
**Food Service Manager/Chef.** You'll be responsible for the operations of the Scandinavian food service at the Swedish Club: taking the lead on creating menus, ordering supplies, making food, supervising serving staff and reporting on food service performance.

22 Currently, our food events include weekly Friday dinners, a monthly Wednesday dinner and Sunday pancake breakfast, and occasional weekend events. Eventually we expect to resume our pre-pandemic Friday lunch service. The Food Service Manager/Chef will also work to develop a Swedish Club catering service within the community. This position will be part-time or half-time to begin, eventually moving to full-time.

23 Must have previous experience or formal training in managing a kitchen and the physical strength to work alone in a kitchen and/or prepare meals for a large group of people. Candidate should have expertise in Scandinavian cooking or be eager to learn. Experience with Swedish cooking a bonus! Contact kristine@swedishclubnw.org with your resume.

24 *Job Ad in Swedish Club Newsletter –  
25 Posted between March 2022 to  
26 September 2022*

27 Ad on Swedishclubnw.org website was taken down on or about September 8, 2022.

28 Ms. Campbell shared the details of her September 7th phone conversation with Ms. Leander with Malin Jonsson, former lead chef at the Swedish Club who quit her job in December of 2021 after over a decade of holding that key job and others. Ms. Campbell wrote Malin,

29 \_\_\_\_\_  
30 <sup>274</sup> Leander, Kristine. "Your application for the Chef/Food Services Manager at the Swedish Club". Gmail. Sep 7, 2022, 11:41 PM.

1 “Tom left August 13<sup>th</sup> [sic<sup>275</sup>], the new woman, this Ms. Ross that was to replace him, she was  
2 scheduled to start August 26<sup>th</sup>. Yesterday Ms. Leander walked back everything - saying that  
3 Tom had messed everything all up, she never hired anyone, despite three people directly saying  
4 she had, and her favorites - Anis and Toene and their antics supporting the fact that she had.

5 “Now the story is that she never hired anyone, Tom was misleading me, she says he wasn’t  
6 telling me the truth but she won’t say he was lying.

7 “The job has been reposted, she told me she’s looking for someone with more restaurant  
8 experience, despite that being the very thing she had in hand with Jocelynn and Tom, and the  
9 new woman, Ms. Ross, who dumped the job before she even started.”

10 [Important Note: Ms. Campbell is sharing with Malin the information Ms. Campbell had been  
11 told by Tom Perricone, Paul Jefferson, Ms. Leander, RC Charles, it is what Ms. Campbell believed  
12 – from August 26<sup>th</sup> to when Ms. Campbell was writing Ms. Jonsson on September 8<sup>th</sup>, that Ms.  
13 Leander had hired Ms. Ross for the Food Service Manager job.]

14 Ms. Leander had insisted to Ms. Campbell the day before, vehemently denied hiring anyone for  
15 the foodservice manager job. At the time too Ms. Campbell felt she had even been misled by RC  
16 of all people, this is what Ms. Campbell was being told.

17 On October 1, 2022 Ms. Campbell sent a text message to Ms. Ross about the things she had  
18 been hearing, “So Tom had said you were supposed to start on August 26<sup>th</sup> - it sounded like it  
19 was a day or so before [the 26<sup>th</sup>] that things went sideways, RC cooked the Friday dinner - he  
20 had been given short notice. I asked RC what had happened, why you hadn’t come to work that  
21 day - he said oh, it had something to do with it being too far of a drive from Everett to Seattle -  
22 so they told him something - probably at the point in time they spun it to him. I had been  
23 waiting to see how it panned out, whether you started on the 26<sup>th</sup> of August - because Kristine  
24 had told the President of the Swedish Club board, and the president of the board [Shama  
25 Albright] told me KL hadn’t hired anyone - she said ‘No decisions have been made’.”

26 [Ms. Leander the executive director not only insists she had not hired Ms. Ross – but even wrote  
Ms. Campbell an email on September 14<sup>th</sup>, chastising her for even doubting her word on the  
subject – “In the phone conversation on Sept. 7, you again accused me of not being honest with  
you all the way back to 2020. I need you to address me respectfully and with anticipation that I  
will do the same to you.”<sup>276</sup>]

Ms. Campbell continued on to Ms. Jonsson, “And, as usual, there was a new spin on the recent  
exit of her last two kitchen hires [Tom and at the time Ms. Campbell thought Ms. Ross had  
declined to take the FSM job] - to promote a new program - the guest chef program. Which  
promptly collapsed before it got started. The first person got sick with Covid - leading to last  
Friday’s dinner debacle, poorly prepared and cooked salmon salad’s the salmon was way  
undercooked - ending up being microwaved plate by plate in the middle of dinner service.

“Yesterday I confronted Ms. Leander about the fake job interview she did with Anis and Toene  
and I. I said to her flat out that I had it brought to my attention that she had hired someone

<sup>275</sup> Tom’s last day at the Swedish Club was August 15<sup>th</sup>.

<sup>276</sup> Leander, Kristine. “dessert menus for Sept?”. Gmail. Sep 14, 2022, 12:15 PM.

1 long before that interview. She denied it, was 'visibly' upset - she wanted to know how I could  
2 believe Tom and Paul over her. Frankly I said to her why that would be.

3 "Really quickly she ended the conversation. I believe she had told Shama [SCBOD president]  
4 that she hadn't done what she had done, and now she is pulling out all the stops to walk back  
5 the events and put everyone in the know in a bad light, except for Toene and Anis, they won't  
6 break ranks with her.

7 "And I was just thinking also - Wendy confirmed the hiring - she just said that she hadn't seen  
8 the woman, but when I asked her about it, she said she had heard about it but not seen the  
9 woman.

10 "Anyway, there's more but it is all as it has been for quite some time."<sup>277</sup>

11 • **October 3, 2022**<sup>278</sup>

12 Ms. Ross: "Why does KL not just give you the position. It seems she is just cutting her nose off  
13 to spite her face. When sh told me in netting with Toene, that she could not hire me, she said  
14 that the complaint filed could cost her everything.

15 "I am shocked that KLs Attorney has not advised her to settle with you???!! It makes no sense!"

16 • **October 13, 2022**<sup>279</sup>

17 Text exchange between Ms. Ross and Ms. Campbell about Ms. Leander's claims to Ms. Ross why  
18 Ms. Leander is continuing with the subterfuge that she is running a visiting chef program and  
19 cannot hire Ms. Ross as a Swedish Club employee, as the Food Service Manager.

20 Ms. Ross: "I am not the F@B [FSM] manager according to them, so I'm not going to give  
21 orders to anyone...She said nothing to me. She did tell me last week that they were fulfilling  
22 your demands and I would need to work around that!"

23 Elizabeth: "Well look at it this way they're fulfilling their version of my demands. In fact they  
24 didn't even meet the accommodation that I asked for."

25 Ms. Ross: "I don't know everything, obviously. What I do know is, the Problem is KL, when it  
26 comes to you. It's personal. The powers that be, want to settle with you! She is the hold out!"

27 • **October 22, 2022**<sup>280</sup>

28 Ms. Ross: "Initially when they changed my so called title they said they hope it would shake  
29 out within a couple months."

30 • **November 8, 2022**<sup>281</sup>

31 Ms. Ross: "The most hilarious part of their hiring process is, they can't and won't hire me. KL  
32 made that clear again Sunday [11/6/22, Holiday Bazaar]!"

33 <sup>277</sup> Campbell, Elizabeth. Text Message to Malin Jonsson. iMessage. Thu, Sep 8, 8:32 AM

34 <sup>278</sup> Ross, Christine. Text messages to Elizabeth Campbell. iMessage. Mon, Oct 3, 9:36 AM

35 <sup>279</sup> Ross, Christine. Text messages to Elizabeth Campbell. iMessage. Thu, Oct 13, 10:57 AM

36 <sup>280</sup> Ross, Christine. Text messages to Elizabeth Campbell. iMessage. Sat, Oct 22, 9:20 AM

<sup>281</sup> Ross, Christine. Text messages to Elizabeth Campbell. iMessage. Tue, Nov 8, 8:39 AM

1 “Well the clinging [sic] is going to come to an end. I’m going to have my attorney send a letter  
2 to the Board. I think I have done my part. This past weekend, I had a number of members ask  
3 me why I was the only one working. They specifically said there normally was three or four! I  
4 think it’s time to bring in the army, and demand some answers. I did tell her [Ms. Leander]  
5 Sunday that I did not believe my situation was ever going to be resolved to which she said it  
6 would. I reiterated that she and Toene said it would resolve within a couple months... which it  
7 has not and I’m certain will not. I have declined a number of positions.... Based on their  
8 statements and I intend to hold them accountable. They wanted to pay you off to back off..... I’ll  
9 tell you what....I’m more than happy to take that offer!

10 “She told me last week that they hired a new attorney.... That they spent \$70 grand so far  
11 dealing with you! Why would they spend \$70 grand with no result!!”

12 *Elizabeth:* “Personally, they should just give me the 70 k and we’ll be good. The reality of that  
13 how much simpler would just some general kindness have gone to the situation, there’s no  
14 money that you have to spend to just be kind decent and thoughtful. And wouldn’t that have  
15 been nice to spend the money on maybe fixing the ovens heck you could even have new ovens  
16 for that kind of money! You could have some new knives for the kitchen you could have some  
17 new pots and pans, but no one talk to me about that instead it’s all been done in a vacuum with  
18 Kristine apparently running that show.”

19 *Ms. Ross:* “Well....It would have made more sense to offer you a settlement. It’s done every  
20 day. I sure would take it!!! For whatever the reason, they don’t want the kitchen to succeed.  
21 That is pretty obvious to me!”

22 • **November 14, 2022** <sup>282</sup>

23 *Ms. Ross:* “So she [Kristine] just texted me and said what ads... she said she is trying to get  
24 lawyer to approve my being hired. They she tried to call. I told her I do not want to talk.

25 *Elizabeth:* “You know I just thought about something - the lawyer is on the subterfuge then -  
26 that’s why KL walked back the job offer and acceptance, that’s why she’s doing the ‘visiting chef’  
scenario, the whole setup, ‘I can’t hire you’. Like really - isn’t that what is known as conspiring?  
Seems to me that Kristine just implicated the lawyer in the coverup.”

• **November 15, 2022** <sup>283</sup>

*Ms. Ross:* “I forgot to tell you she called twice last night stating that she [Ms. Leander] is doing  
all she can to get lawyer approval to hire me formally. She told me this 2 months ago Elizabeth.  
I’m pretty certain this so called lawyer could do something with that time frame. The same  
lawyer that she swears has already charged them #70 grand to deal with you!

<sup>282</sup> Ross, Christine. Text Messages to Elizabeth Campbell. iMessage. Mon, Nov 14, 5:28 PM

<sup>283</sup> Ross, Christine. Text Messages to Elizabeth Campbell. iMessage. Tue, Nov 15, 8:38 AM

1 “She better just stop the lying!!!! \$70 grand for what??? What has this guy done. Have you ever  
2 gotten anything from their attorney????? It’s all pretty strange.... She is adamant that they have  
3 never gotten a thing from the city or state pertaining to your legal action!

4 “I do not understand what is going on and frankly I am absolutely fuming about this!

5 “I was told by KL that the Board and Attorney wanted to settle.... She said SHE told them no!!”

6 • **November 21, 2022** <sup>284</sup>

7 *Ms. Ross:* “I feel that the way they have dealt with you, is despicable. AM [Ms. Lightle] told  
8 me how she felt Malin situation was so unfair. If she [Ms. Lightle] has so much standing, why  
9 did she not step forward? Also, why did she not know what transpired with my lack of position,  
10 until Saturday. She was totally surprised. Sh was on the panel that hired me initially!”

11 • **December 3, 2022** <sup>285</sup>

12 *Ms. Ross:* “I am not an employee...I am a vendor... that HR person [Sarah Alaimo] clarified that  
13 to me! Well she asked me what my position was when I spoke with her, which she approached  
14 me . I told you that, on a Sunday [11/27/22 Volunteer Dinner]. So I told her the story.... How  
15 they hired me and then a week later said they could not due to your lawsuit.”<sup>286</sup>

16 **8. Ms. Leander In Charge - the Leander Projects, Facility Failures**

17 5.736. Throughout Ms. Leander’s tenure as executive director she took it upon herself  
18 to initiate and authorize many of her own pet building and capital projects without clear  
19 direction and approval by the SCBOD to do so. Many of these projects she literally told the  
20 SCBOD after the fact, that she was proceeding with some initiative of her own – and likewise  
21 spending considerable amounts of Swedish Club funds to do so.

22 5.737. At all times relevant to those activities by Ms. Leander, the SCBOD asked few  
23 to no questions at its board meetings about Ms. Leander’s projects, never barred her from  
24 expending Swedish Club funds on them, and gave if not tacit approval, defacto approval due to

25 <sup>284</sup> Ross, Christine. Text messages to Elizabeth Campbell. Mon, Nov 21, 8:39 AM

26 <sup>285</sup> Ross, Christine. Text messages to Elizabeth Campbell. Sat, Dec 3, 10:22 AM

<sup>286</sup> Sarah Alaimo the Swedish Club’s HR person’s insistence to Ms. Ross that Ms. Ross is in fact a vendor defies the facts of the matter – including that Ms. Campbell thoroughly dispelled that notion and spelled it out to Ms. Alaimo in her written complaint that Ms. Campbell gave to Ms. Alaimo at her and Ms. Alaimo’s meeting on November 29, 2022. A copy of Ms. Campbell’s statements and documentation that absolutely refuted this subterfuge about Ms. Ross being a vendor/independent contractor <https://1drv.ms/b/s!AgveSP-gMLenhr9O-Dhj1Rv05vZnXA?e=32EQeq> is online here.

1 its failure to act in a fiscally responsible manner, or by then due to its moribund attitude  
2 towards the Club’s business and finances, and due to its little to no oversight of Ms. Leander.

3 5.738. Throughout 2021 a SCBOD approved capital project, the renovation of the  
4 upstairs kitchen was being carried out by the then Facilities Manager/Director of Operations,  
5 Malin Jonsson. Repairs to the upstairs kitchen were underway after the former leasee, Arista,  
6 had ended their lease and vacated the kitchen; the intention being that the Swedish Club’s main  
7 food operations would be moved into it once the renovations were completed – it was a  
8 priority.

9 5.739. Despite the kitchen being a priority for over a year, on March 28, 2022 Ms.  
10 Leander of her own initiative unilaterally changed the focus of the project, decided that the  
11 kitchen would be renovated but with a far different purpose in mind. She abruptly decided on  
12 her own to lease it out to another catering company instead; and if the Swedish Club was  
13 lucky, Ms. Leander hoped that a lessee catering company might lend support for the Club’s  
14 foodservice program:

15 “I think we are looking for the wrong thing, the wrong model. Yes, we had good chefs  
16 with Ann-Margret, Christine and Malin, but maybe that ‘one-chef’ model doesn’t work at this  
17 current, post-pandemic me. I think we should look for a catering company to rent our upstairs  
18 kitchen and provide our meals for us as part of the deal.”<sup>287</sup>

19 5.740. Ms. Leander *informed* the SCBOD of her change in plans at the April 6, 2022  
20 board meeting, “I’ve asked the Building Committee to expedite the completion of the upstairs  
21 kitchen, in hope that renting the kitchen to another caterer might solve our lack of a chef  
22 problem. As part of the contract, the caterer could produce our meals. It will mean completing  
23 the new electrical system for the kitchen.”<sup>288</sup>

24  
25 <sup>287</sup> Leander, Kristine. “RE: Food Committee, Monday, March 28?” Gmail. Sat, 26 Mar 2022 20:54:59

26 <sup>288</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting April 6, 2022.” Swedish Club. April 6, 2022.

1 While Ms. Leander’s plans were in contravention to what it was that she had been  
2 directed to do no comment from the board was recorded in the minutes for the meeting. – but  
3 despite all of the failures and contraventions associated with this new business decision Ms.  
4 Leander had made – the SCBOD took no exception to Ms. Leander’s decision, nor did it  
5 approve of it – the SCBOD did as it was wont to do, was indifferent, showed little gumption to  
6 provide any fiscal or administrative oversight of Ms. Leander.

7 **9. The No Go Catering Project – Swedish Club Business Taken Away by an**  
8 **Employee**

9 5.741. In mid-September 2021 Ms. Leander realigned the staff of the Swedish Club,  
10 Malin Jonsson-Borgström was leaving her position as director of operations and resuming and  
11 expanding her role in the food service department. She was to become food and bar manager,  
12 lead chef, and head up a catering business for the Club. The latter never happened. Instead,  
13 the catering project was cannibalized by Ms. Jonsson-Borgström, she turned it into a business  
14 opportunity for herself, and the board of directors was none the wiser about any of it.

15 5.742. According to Ms. Campbell’s December 16, 2021 statement about the matter:

16 “It turns out unbeknownst to everyone else, the Board in particular, that Kristine’s plans  
17 for the Swedish Club catering business had gone south. Originally Kristine and I had a  
18 phone conversation about her plans to start a Swedish Club catering company. I wasn’t  
19 involved in those plans, it was just something that she had mentioned to me mid-  
20 September 2021 as part of her telling me about a number of staffing changes at the  
21 Swedish Club.

22 “On December 16th I discovered by accident that Malin rather than working on a catering  
23 business plan for the Swedish Club commandeered the effort and turned it into a catering  
24 project to add to her existing business, with no benefit for the Swedish Club. It was Lars  
25 that set into motion the circumstances that led to my discovering what had gone on.

26 “From what I found out then Malin’s catering job for her own portfolio had come out of  
the September 2021 initiative she had been working on for the Swedish Club. Her first  
event under that effort was for the Sons of Norway/Leif Erickson Hall on December 8th.

“When I told Kristine what I had discovered she said she knew all about it. I was stunned.  
Stunned because rather than Malin working on the catering project for the Swedish Club



1 she had abandoned that effort and was working on it for herself, but that Kristine had  
2 known about it!

3 “That didn’t make sense, why would Kristine have gone along with Malin diverting a  
4 Swedish Club initiative into a private effort by an employee? I suspected that Kristine’s  
5 ‘she knew all about it and approved of it’ was one of her spin stories she comes up with  
6 to deflect or cover up something involving her that isn’t quite right.

7 “Kristine told me she had known that Malin had changed direction in mid-December, but  
8 Kristine had made no mention about that in the intervening time, over the last three months  
9 of 2021, to the board, in any of her Executive Director reports about Malin instead of  
10 putting together a catering company component for the Swedish Club she had gone off on  
11 her own and was doing catering for her own portfolio.

12 “As a club member and in general I thought this was disturbing that this is what had  
13 happened because Kristine told me in September, that the Leif Erickson organization was  
14 solidly one of the potential customers Malin and Kristine had spoken with about who  
15 would be customers of the Swedish Club’s new catering company!”

16 5.743. Again, the SCBOD did not keep track of what Ms. Leander was up to, and as a  
17 consequence thereof the Swedish Club interests took a back burner to Ms. Leander’s  
18 manipulations, the club lost time and money when it could have been moving ahead with an  
19 initiative that Ms. Leander had been charged with pursuing on behalf of the Swedish Club.

### 20 **10. Nordic House Project Giveaway and AVM Failing Lease Coverup**

21 5.744. In early 2022 Ms. Leander reactivated another project, she decided to move  
22 forward with the a real estate project she called “Nordic House,” a center where it was  
23 envisioned all of the Nordic groups of Seattle would be housed under one roof on Swedish  
24 Club office property, initially at the AVM building at 1749 Dexter Avenue North.

25 5.745. To that end Ms. Leander put together two out-of-town trips to visit other  
26 Scandinavian cultural organizations in the Vancouver, Canada, and in the Portland, Oregon  
27 areas.

28 Ms. Leander visited those locales with select Swedish Club members/officers and select  
29 members/officers of another organization, Ms. Campbell is informed and believes and upon

1 information and belief alleges that organization/persons were associated with the Danish Club,  
2 or a similar Nordic organization from the Seattle area.

3 5.746. In June 2022 defendants Ms. Leander, Ms. Albright, and Mr. Sund along with  
4 two members of the so-called “Danish Foundation” went to Canada on that information  
5 gathering trip.

6 5.747. On July 6, 2022 Ms. Leander gave a brief report to the SCBOD about that trip;  
7 her report was notable for what she did and did not say – she declined to identify who it was  
8 she traveled with from the “Danish Foundation,” and she framed her Nordic House project in  
9 terms that it was ostensibly part of developing one or both of the Club’s properties on the west  
10 side of Dexter Avenue – which provided her with the opportunity to shoehorn-in with the  
11 board her needing to engage the services of architect Brian Runberg, a local proponent and  
12 business associate of real estate development interests along Dexter Avenue North, and  
13 property development consultant Maria Barrientos to pursue her pet project.<sup>289</sup> Note, Brian  
14 Runberg is also a member of the Swedish Club.

15 5.748. On December 2, 2022 Ms. Leander reported to the SCBOD about her recent  
16 second trip to Oregon – with members from the “Danish Foundation.”

17 5.749. What Ms. Leander neglected to tell the SCBOD about her relatively sudden  
18 interest in 2022 in “developing” the Club’s properties on the west side of Dexter with the so-  
19 called Danish Foundation are two things:

20 One is, Ms. Leander was embroiling the Swedish Club in a deal she was promoting with the  
21 Danish *Club*, engaging in activities that could involve the sale, lease, or distribution of  
22 Swedish Club assets to third parties, including the Danish Club. Ms. Leander stated that very  
23 thing at the SCBOD meeting on December 2<sup>nd</sup>, “[E]verybody at the Danish Foundation has a  
24

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25 <sup>289</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting July 6, 2022.” Swedish Club. July 6, 2022.  
26

1 different vision about whether combining with the Swedish Club or somehow joining forces  
2 might materialize.”

3 5.750. The Danish Club has long desired a headquarters for its meetings and has  
4 especially considered the Swedish Club a desirable location. While Ms. Leander was squiring  
5 the Danish Club members around and acting as tour sponsor for the junkets to Canada and  
6 Oregon, discussing opportunities to partner with the Swedish Club, where was the concern and  
7 due diligence on the part of the SCBOD to establish that the Danish Club was a financially  
8 worthy party in the first place?

9 5.751. According to the Danish Club’s treasurer Preben Pedersen’s report May 1, 2022  
10 to the Danish Club members, the balance in its Bank of America bank account as of February  
11 2022 was \$3, 684; over 2020 and 2021 the club had taken in \$7,340, spent \$9,079, for a loss of  
12 \$1,739. The Danish Club’s president, Bodil Stevens, and Ms. Leander’s Danish Club  
13 confident, comment summing the Danish Club’s finances all up – “Our financial health is  
14 great.”

15 5.752. The Swedish Club with a membership of over 1,000 members, an annual  
16 operations income in 2022 of over \$830,480; with assets of buildings and real estate  
17 conservatively estimated at over \$20 Million, and investments/equity of \$4.5 Million – the big  
18 question is why was Ms. Leander engaging in activities – with or without SCBOD approval -  
19 attempting to parlay away Swedish Club assets to a third tier social club of some 60 members,  
20 with a “portfolio” of just of \$5,600 in the bank?

21 5.753. Secondly, Ms. Leander at the same time was reaching out to assorted Nordic  
22 groups, including but not limited to the NW Danish Association, and telling them she had  
23 office space available in the AVM office building for them; and Ms. Campbell is informed and  
24 believes and based thereon alleges at the time of Ms. Leander initiating her “Nordic House”  
25 project, she was informed or had gained knowledge that the AVM lease was in or had been in  
26

1 default, *and* that the AVM tenant was expressing an interest in breaking its Lease with the  
2 Swedish Club.

3 5.754. Defendant Ms. Leander’s junkets to Canada and Oregon while ostensibly  
4 undertaken for gathering information to shore up her “Nordic House” initiative, Ms. Campbell  
5 is informed and believes and upon information and belief alleges it was part of a deceptive way  
6 Ms. Leander had conceived of for covering up or deceiving the SCBOD and the membership, a  
7 way of diverting likely attention away from how she had been managing the Lease, about what  
8 she knew had become a financially unstable situation with the AVM property Lease.

9 5.755. There are also two realities about AVM’s shaky hold on the Lease and lack of  
10 desire to continue on as the lessee of the property. One, a basic inquiry and cursory  
11 monitoring of AVM’s finances by Ms. Leander, Ms. Hayes, or the SCBOD was easily possible  
12 through the tracking of its SEC finance statements on EDGAR. Those clearly showed that  
13 AVM was not getting full funding for its offerings over time; that in itself would have been a  
14 fundamental indicator to keep track of the financial health of its AVM lessee upon which so  
15 much of the Club’s amortization of its loan was dependent.

16 And two, eventually it was and did come out months later in late February 2023, just as  
17 Ms. Leander was set to leave her position as executive director, and just as the SCBOD had  
18 finally taken some initiative and interest in discovering just what had been operationally and  
19 fiscally occurring under Ms. Leander’s tenure.

20 It is then that Ms. Campbell, the SCBOD, other members of the Swedish Club learned  
21 about past AVM defaults, slow payments of its lease contract, Ms. Campbell is informed and  
22 believes and upon such information and belief alleges that Ms. Leander had kept that critical  
23 financial information from the board, and given the SCBOD members’ reactions at the time  
24 and since then, during 2023, it appeared they either had not kept track of the property  
25 management details for the AVM lease, or for the loan .

1           5.756. At the same time Ms. Leander was peddling Swedish Club property to the  
2 Danish Club, she is doing the same to other local Danish folks. In August and November of  
3 2022 Ms. Campbell called and talked to the executive director of the NW Danish Association,  
4 Edith Christensen.

5           Ms. Campbell asked Ms. Christensen about Ms. Leander's claims at the board meetings  
6 about the NW Danish Association and the Danish Club involvement with Ms. Leander and her  
7 furtive trips out of town to other Nordic organizations, and her alluding to the local Danish  
8 groups being involved in some kind of Nordic center project Ms. Leander claimed to be  
9 pursuing.

10           According to Ms. Christensen, Ms. Leander had been in contact with her, and she knew  
11 Ms. Leander had been palling around with a select number of members from both the NW  
12 Danish Association and the Danish Club.

13           Ms. Christensen told Ms. Campbell that Ms. Leander had been representing to her and  
14 to other individuals that she had office space available for them to rent, specifically it was the  
15 office space at the AVM building/property. Ms. Christiansen said she had rejected miss  
16 Leander's overture to get involved because the NW Danish Association had its own extensive  
17 real estate holdings in north Seattle; and more importantly that it held it free and clear and had  
18 no interest in taking on the project that Ms. Leander was promoting.

19           Ms. Christiansen was aware that the Swedish Club operated at a deficit and she noted  
20 that the NW Danish association did not believe in handling its finances that way, and on top of  
21 it all she noted to Ms. Campbell that she was not paid a salary like Ms. Leander was – how did  
22 that work, getting paid a high salary to operate at a loss!

23           Ms. Christiansen went on to say that there were only one or two members at the NW  
24 Danish Association that was agitating to join in with the Swedish Club because they had a bar!  
25 As for the individuals with the Danish Club hanging out with Ms. Leander, Ms. Christensen  
26

1 noted that they were a different organization, they had different interests and that they tended  
2 to look down on the NW Danish Association as a poor relative.

3 5.757. One question and answer, why the focus on “Danish” connections, Ms.  
4 Campbell is informed and believes and upon information and belief alleges, the “Why?” has to  
5 do with Ms. Leander’s connection to defendant Mr. Matthiesen. At the December 2, 2022  
6 board meeting Ms. Leander, especially made it a point to bring Mr. Matthiesen up,  
7 emphasizing that she was receiving calls from him, “I’m learning from various people like  
8 Lars Matthiesen calling me.”

9 5.758. In the present the SCBOD has not advised the members now for over a year  
10 what it is that has been going on with the Nordic House, AVM property development. Given  
11 the board’s and the executive director’s ample and documented history of hiding projects and  
12 situations with substantial financial ramifications, it is imperative that the SCBOD  
13 comprehensively update the members about what is going on with these situations.

#### 14 11. The Cherry Picked Financial Reports 2021, 2022, 2023

15 5.759. There was an abundant amount of financial, operational, and testimonial  
16 evidence provided to the SCBOD throughout 2022 on through to March 1, 2023, by Ms.  
17 Campbell and others – both Swedish Club staff members and members, about the past and  
18 current financial trainwrecks should have been discovered by the board before they happened,  
19 and were entirely if not preventable were manageable; Ms. Campbell believed at the time and  
20 continues to believe that the failures and faults are properly laid at the feet of the SCBOD,  
21 staff, and Swedish Club executive directors and member defendants herein.

#### 22 12. Solar Panel Project

23 5.760. At the very end of December 2021 Ms. Leander initiated a capital project of her  
24 own volition, her plan to put solar panels on the roof of the Swedish Club. Initially she framed  
25  
26

1 it as a suggestion, “Here’s a chance to make a New Year’s resolution for the building, namely  
2 that we’ll become more environmentally friendly.”

3 5.761. After that, in the early months of 2022 Ms. Leander brought the project forward  
4 as if she had made the decision to proceed with it, giving the impression that she had the  
5 support of the Board when she did not.

6 Ms. Leander continued to commit staff time and Club resources to the project. On  
7 February 2, 2022 she made it part of the Board agenda and let them know that she had already  
8 even had the facilities director, Mr. Rahman, obtain bids for the installation of the solar panels.  
9 The bid amounts were between \$88,000 and \$234,000.<sup>290</sup>

10 **13. Dropping Necessary Health and Safety Projects - Covering up for Anis Rahman,**  
11 **Failure to Maintain the Building**

12 5.762. In contrast to all out pursuing her solar panel project, Ms. Leander let go  
13 throughout 2022 other larger scale and critical building projects that had board approval, that  
14 were supposed to be in the works, that involved much needed repairs and maintenance work.

15 5.763. Defendant Ms. Leander allowed those and many other needed building and  
16 equipment repairs to languish and go undone; including but not limited to the replacement of  
17 roof top exhaust fans, needed safety upgrades to the kitchen exhaust system, ongoing gas line  
18 leaks in the kitchen, kitchen equipment repairs, many interior repairs, and the maintenance of  
19 the Club’s grounds and exterior spaces.

20 5.764. Ms. Leander also actively covered up the fact that throughout 2022 on into 2023  
21 that in addition to her making many important building maintenance and equipment repair  
22 projects a lower to no priority, Mr. Rahman was likewise failing to function in his position as  
23 first the facilities manager but continued to fail to do so even after being bumped up in title by  
24 Ms. Leander to Director of Operations.

25 \_\_\_\_\_  
26 <sup>290</sup> Leander, Kristine. “Executive Director’s Report SC Board Meeting Feb. 2, 2022.” Swedish Club. February 2, 2022.

1 5.765. Ms. Leander was so adamant about protecting Mr. Rahman at all costs that in  
2 one instance of her protectionism she forced out long time employee, Chris Sisco, because he  
3 had spoken out about Ms. Rahman's ongoing dereliction of duty, not just to Ms. Leander and  
4 others, but specifically reported it to the SCBOD, its president, defendant Ms. Albright.

5 5.766. Initially Ms. Albright agreed to hold an all-staff meeting on May 11, 2022 with  
6 her and the board's vice president, defendant Ms. Smith chairing the meeting, and without Ms.  
7 Leander and Mr. Rahman.<sup>291</sup> However, after discussing the matter and meeting with other  
8 board members Ms. Albright reneged on her offer; insisted instead that Mr. Sisco would have  
9 to prepare and present a detailed, in-writing memo to the board before they would take up the  
10 matters Mr. Sisco had complained of.<sup>292</sup>

11 5.767. On May 2, 2022 Ms. Leander wrote up Mr. Sisco telling him that he was having  
12 a memo inserted into his personnel file because at a meeting on that same day he had criticized  
13 Mr. Rahman for not having hired additional staff and not coming into work himself when there  
14 were staffing shortages.<sup>293</sup> Mr. Sisco had been forced to work 28 days in a row with no end in  
15 sight.<sup>294</sup> Miss Leander also cited Mr. Sisco's expressions of disappointment about the way the  
16 Swedish Club was operating in terms of staff shortages and wasting money as well as the  
17 general disorganization of the management and operation of the Swedish Club.

18 5.768. Rather than being insulted and mistreated further by Ms. Leander and Mr.  
19 Rahman Mr. Sisco resigned.<sup>295</sup> had worked for the Swedish Club since March 2018, a period  
20 of over four years; he held the positions of Cashier, Facilities Coordinator during his  
21 employment.

22 5.769. Mr. Rahman failed throughout his tenure to function in accordance with his job  
23 requirements, and in spite of his being second in command at the Swedish Club and second

24 <sup>291</sup> Sisco, Chris. Text message to Elizabeth Campbell. Messages. May 7, 2022, 3:29 PM.

25 <sup>292</sup> Sisco, Chris. Text message to Elizabeth Campbell. Messages. May 9, 2022, 8:01 PM.

26 <sup>293</sup> Sisco, Chris. Text message to Elizabeth Campbell. Messages. May 9, 2022, 6:58 PM.

<sup>294</sup> Sisco, Chris. Text message to Elizabeth Campbell. Messages. May 10, 2022, 11:07 AM.

<sup>295</sup> Sisco, Chris. Text message to Elizabeth Campbell. Messages. May 11, 2022, 12:22 PM.



1 highest in compensation to Ms. Leander, in spite of the many and very openly visible evidence  
2 that he was not keeping the Swedish Club building, grounds, and its adjacent properties  
3 maintained and in good repair, in spite of the many actual and constructive notices in 2022 to it  
4 by people like Ms. Sisco, Ms. Campbell, and others, the SCBOD continued to overlook both  
5 Ms. Leander's and Mr. Rahman's failures to carry out their job duties, and instead even  
6 engaged in retaliatory or diversionary activities against the people bringing their complaints  
7 and concerns to them – like Ms. Campbell.

8 **14. Ms. Campbell's Continued, Actual and Constructive Notices to the SCBOD**

9 5.770. Beginning in January 2022 on through to March 3, 2023 Ms. Campbell reported  
10 Ms. Leander's 2020, 2021, and 2022 harassment, sexual harassment by proxy activities, Ms.  
11 Leander's creation of the hostile work environment, her discriminatory acts, then Leander's  
12 and the SCBOD's retaliation against Ms. Campbell to:

13 a) To the Swedish Club Board of Directors in writing and in-person:

14 i. To the Board as a whole starting on January 4, 2022, and

15 ii. Specifically to its successive presidents, Gary Sund and Shama Albright  
16 on May 4, 2022 and multiple times thereafter.

17 iii. To its president Shama Albright and vice president, Molly Olson Smith,  
18 between August 2022 to March 2023 (including an in-person meeting  
19 with them on February 13, 2023).

20 b) To Ms. Leander, January 18, 2022 on through September 2022 and later;

21 c) To the Swedish Club's attorneys, Chelsea Peterson and Shannon McDermott  
22 (May 25, 2022 to August 26, 2022); and

23 e) To the then HR person, defendant Sarah Alaimo, multiple times, in-person and  
24 in writing beginning on November 29, 2022 through March 1, 2023.

1 d) Ms. Campbell also reported the same to the appropriate government authorities  
2 that handle discrimination, ADA violations, hostile workplace, and retaliation complaints:

- 3 i. To the City of Seattle Office of Human Rights on April 20, 2022, and  
4 have updated that report multiple times thereafter with additional  
5 incidents and details as they have occurred, the latest being March 9,  
6 2023;
- 7 ii. To the Washington State Human Rights Commission on April 29,  
8 2022;
- 9 iii. To the U.S. EEOC on May 5, 2022.

10 **15. First and Representative Notice to the SCBOD**

11 5.771. The first complaint Ms. Campbell made to the Swedish Board of Directors was  
12 in the form of a request protective measure to be taken against member-on-member  
13 harassment; on January 4, 2022 Ms. Campbell submitted her request to the Club's Board of  
14 Director's (hereinafter "SCBOD") to establish a literal Swedish Club policy to forbid member-  
15 on-member harassment and member on employee harassment.

16 5.772. That such an unsolicited and spontaneous request was made, and given the  
17 subject matter, that should have prompted and inspired more critical thinking on the part of the  
18 SCBOD if nothing else – resulting in an inquiry of some kind if nothing else to determine what  
19 the genesis of Ms. Campbell's request about such a serious matter was, what had prompted her  
20 to make that request.

21 Instead, Ms. Campbell's request was acknowledged the next day on January 5, 2022 by  
22 both Ms. Leander and then Board president Gary Sund, thanking Ms. Campbell for bringing  
23 the matter to the Board's attention, with the assurance that "sexual harassment is a very serious  
24 subject," and that the Board intended to take up the request, "...in tonight's executive session  
25 after the regular meeting."  
26

1           5.773. At that point in time Ms. Campbell had only been an employee for a month and  
2 a half. The majority of the harassment Ms. Campbell had been enduring was as a member,  
3 based on Ms. Campbell’s cumulative experiences by that time, she had endured the harassment  
4 at the hands of at least four members, by the executive director, Ms. Judy Cooper, Ms. Karen  
5 Choyce, with Ms. Campbell believed at the hands of Mr. Matthiesen, directly and indirectly.

6           5.774. After December 17, 2021 the harassment had just started to be related to Ms.  
7 Campbell’s employment, in addition to it be related to Ms. Campbell’s membership status.

8           5.775. The Swedish Club’s *Employee Handbook* forbade the traditional forms of  
9 sexual harassment in the workplace, employee on employee, differential power based  
10 harassment, the supervised harassed by the supervisor, but did nothing about the just as  
11 harmful and insidious member on member and member on employee situations at the Swedish  
12 Club – the situations and place where Ms. Campbell came to feel Ms. Campbell was the most  
13 vulnerable.

14           5.776. By January 2022 Ms. Campbell recognized that Ms. Leander’s harassment of  
15 her had first occurred between September 2020 to November 2021, had been member on  
16 member/and due to her position of authority as the Swedish Club’s executive director, Ms.  
17 Campbell believes Ms. Leander was using her authority and the differential in power and status  
18 between her and Ms. Campbell to do these things to Ms. Campbell. Then when Ms. Campbell  
19 became an employee mid-November 2021, Ms. Leander as the executive director continued to  
20 use the differential in power and status between Ms. Campbell, only now impacting Ms.  
21 Campbell as both a member, and as an employee.

22           5.777. Because Ms. Campbell also recognized late in 2021 Ms. Leander’s propensity  
23 to defer to men in general, and/or to do the bidding of “alpha” men she considered particularly  
24 useful to her position as the executive director, and the fact – absolute fact - that Mr.  
25 Matthiesen had a propensity and history of inveigling others, and in the case of the Swedish  
26 Club, Ms. Leander and several of the women in the “Lars crowd” to engage in his harassment

1 and retaliation schemes against women, including his wife, in both Ms. Leander's and Mr.  
2 Matthiesen's case, sexually harassing Ms. Campbell by proxy. Ms. Campbell felt it was  
3 important to reveal the situation with Mr. Matthiesen and Ms. Leander, to go on record with  
4 the SCBOD about the things that had occurred and make a protective request for a Swedish  
5 Club member on member, member on employee anti-harassment policy, which she believed  
6 would trigger an underlying investigation by the SCBOD.

7 5.778. The SCBOD never publicly took up the matter of the member-on-member,  
8 member-on-employee anti-harassment policy Ms. Campbell requested. Instead, on January 5,  
9 2022 the board discussed it in executive session. At the next board meeting on February 2,  
10 2022 the policy request was again discussed in executive session, and at that meeting the  
11 verbiage for the policy was decided upon by secret vote.<sup>296</sup>

12 5.779. At the March 2, 2022 Board meeting the policy and the sign design for it was  
13 presented in the open meeting and by motion and vote accepted by the SCBOD.

14 5.780. The SCBOD never brought forward to the membership the request for Swedish  
15 Club code of conduct policy in order to inform the members or to raise awareness among them,  
16 providing an opportunity for members to weigh in on the advisability of contents of such a  
17 policy.

18 5.781. Neither did the executive director, defendant Ms. Leander bring it forward by  
19 using the bully pulpit she had reserved for herself, the Swedish Club News newsletter she  
20 controlled, to do the same, to inform or raise awareness among the Club's members.

21 5.782. The membership was allowed no opportunity to be informed or aware of what  
22 was going on regarding a substantial policy that would have implications for them and the  
23 Club; nor was the membership allowed any advise or consent participation in the crafting of  
24 the code of conduct; the membership was not allowed to speak about its purpose and need; or

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25  
26 <sup>296</sup> Leander, Kristine. "Executive Director's Report SC Board Meeting March 2, 2022." Swedish Club. March 2, 2022.

1 to generally weigh-in on it from the perspective of any anecdotal or real world experience any  
2 member might have that would have informed the crafting of the policy and how it would or  
3 would not be incorporated into the Swedish Club's Bylaws or social culture.

4 5.783. Moreover – four things stand out about this matter, one is the fact that the  
5 SCBOD was given actual or constructive notice by Ms. Campbell about how she was being  
6 treated as a member and then as an employee by other members, it chose not to inquire or  
7 investigate the matter; the Board never asked Ms. Campbell about anything she might have  
8 been experiencing that would have prompted her to have made the request in the first place -  
9 including identifying any parties that had been harassing her. Three, the Board never requested  
10 Ms. Campbell's input about the nature and scope of such a policy. Four, Ms. Campbell is  
11 informed and believes and upon such information and belief alleges that both defendant's Ms.  
12 Leander and Ms. Reno heavily influenced the development and wording of the code of  
13 conduct, had a dominant hand in drafting it – despite both having obvious conflicts of  
14 interests.

15 Ms. Leander especially had a conflict of interest, as both the executive director but also  
16 as an influential member of the Swedish Club. Ms. Leander was one of the offending parties  
17 that had prompted Ms. Campbell to ask for the extraordinary relief that she did; and especially  
18 Ms. Reno, as the decades long, close, intimate and personal friend and attorney of the Club's  
19 prolific and known sexist and sexual harasser, defendant Mr. Matthiesen, neither Ms. Reno nor  
20 Ms. Leander had the requisite clean hands that they should have had to net the pole positions  
21 they commanded for drafting and establishing a code of conduct - particularly one that was not  
22 made part of the bylaws, that was vague in terms of who or what was covered, that had no  
23 actionable procedures for addressing complaints, investigations, or repercussions surrounding  
24 allegations of harassment, hostile treatment between members, between members and  
25 employees.