

1 5.784. The Code of Conduct by also lacking the authority of the *Bylaws* was an
2 illusory code of conduct at best, and one that over time came to be ignored, and in 2023,
3 arbitrarily and capriciously used against members and employees by the SCBOD, the
4 executive director, and the HR/People Partnerships director.

5 5.776 Shortly after the adoption of the code of conduct, the SCBOD, then Ms.
6 Leander where early flouters of the Code, next came Ms. Alaimo, then Ms. Norgren followed,
7 all arbitrarily and capriciously interpreting and applying the code to diminish or disguise their
8 own culpability for Code violations, and using it as a cudgel to fire employees, and to threaten
9 and eliminate Swedish Club members they had targeted.

10 **M. DEFENDANT GARY SUND AND KRISTINE LEANDER**

11 5.785. On the evening of December 17, 2021, Ms. Campbell made a verbal complaint
12 to Ms. Leander about Defendant Matthiesen acting in a physically intimidating manner
13 towards Ms. Campbell and verbally assaulting her in a very loud, public, very angry manner
14 while Mr. Matthiesen and Ms. Campbell were at the Swedish Club bar.

15 5.786. Mr. Matthiesen had acted in such an outlandish way so as to attract the
16 unwanted attention of many of the patrons of the crowded bar of the Swedish Club that were
17 seated and standing around Ms. Campbell and Mr. Matthiesen.

18 5.787. Ms. Campbell was shocked and mortified by Mr. Matthiessen's actions and
19 statements to her, she was embarrassed to be treated that way in front of so many club
20 members, not to mention personally distraught by the fact that her friend and lover of over 36
21 years had treated her so badly.

22 However, Ms. Leander turned that situation and Ms. Campbell's complaint on its head
23 in December 2021 and thereafter, and informed Ms. Campbell she was in trouble as an
24 employee for getting into a disturbance with Mr. Matthiesen; even though Ms. Campbell was
25 off the clock and in the bar as a member – and more importantly had neither initiated nor
26

1 engaged in any kind of public histrionics.

2 5.788. Ms. Leander told Ms. Campbell that Judy Cooper and Karen Choyce, Mr.
3 Matthiesen's friends, had lodged a complaint against Ms. Campbell and were agitating against
4 Ms. Campbell and wanted Ms. Leander to get rid of Ms. Campbell, terminate both her Club
5 employment and membership.

6 5.789. Ms. Campbell responded to Ms. Leander that she'd like to lodge her own
7 complaint regarding Mr. Matthiesen, however Ms. Leander said she didn't want to hear about
8 it, that Ms. Campbell now was in the know about what was going on. Ms. Campbell left Ms.
9 Leander's office.

10 5.790. As a result of that incident and a prior one involving Mr. Matthiesen, as a result
11 of prior conversations with Mr. Matthiesen where he had told Ms. Campbell about specific
12 incidents and women that he gotten even with who had crossed him, on January 4, 2022 Ms.
13 Campbell made a written request to defendant Gary Sund and the SCBOD to institute an anti-
14 sexual/harassment policy that applied to the members of the Swedish Club, to forbid member
15 on member, member on employees sexual harassment, harassment, and other anti-social forms
16 of behavior.

17 5.791. Ms. Campbell made her request to Mr. Sund and the Swedish Club board
18 particularly based on the knowledge and experience she possessed, that Mr. Matthiesen had a
19 history of retaliating against women who objected to or rejected his treatment of them, but also
20 because she was aware Ms. Leander, the Club's attorney, Vi Reno (an intimate confidant,
21 friend, and Mr. Matthiesen's lawyer), and the "Lars crowd," female members at the Swedish
22 Club, consistently supported in many controversies involving Mr. Matthiesen. This despite his
23 years' long, well-known reputation and behavior at the Swedish Club and elsewhere as a
24 prolific sexual predator, roué, and prevaricator.

25 5.792. Ms. Campbell's request for the anti-harassment policy stated in part:
26

1 "Request #1 - Establishment of a Comprehensive Anti-Sexual Harassment Policy and
2 Related Protocols

3 That in the near future the board undertake crafting and imposing a clear and
4 comprehensive anti-sexual harassment policy for the Swedish Club, that has 1) a
5 zero tolerance component with 2) concrete and timely consequences, 3) that covers
6 all possible instances of sexual harassment or sexual harassment-like behavior or
7 related circumstances, and 4) that it cover all forms of possible perpetrators - be
8 they members or employees - i.e. instances of sexual harassment conduct involving
9 Member on Member(s), Member on Employee(s), Employee on Employee(s)."

10 5.793. On January 5, 2022 Mr. Sund responded to Ms. Campbell by email and
11 acknowledged her request, and assured her, "Item #1 sexual harassment is a very serious
12 subject and the board will discuss this in tonight's executive session after the regular meeting."

13 5.794. On January 18, 2022 during a post-staff meeting conference between Ms.
14 Leander and Ms. Campbell, Ms. Leander informed Ms. Campbell that she had to keep Ms.
15 Campbell's involvement at the Swedish Club as an employee under wraps, quiet. Ms. Leander
16 told Ms. Campbell that she would not be letting it be known via the newsletter or via Club
17 announcements that Ms. Campbell was cooking meals and desserts for the Swedish Club's
18 dinners and events.

19 5.795. Ms. Leander's statements were upsetting to Ms. Campbell. Ms. Leander
20 continued on and told Ms. Campbell why, "You have, you have created some enemies here."
21 Ms. Campbell asked, "The enemies are who?" Ms. Leander replied, "Well, you, you should
22 know who, Lars, well, his whole camp. And so it doesn't buy us anything [to use your name]."

23 5.796. At the February 2, 2022 board meeting the topic of the anti-harassment code
24 was taken up in executive session.

25 5.797. In response to Ms. Campbell's request for a policy on anti-harassment, on
26 March 13, 2022 the SCBOD adopted a courtesy code of conduct, it was written out in part as if
it were a mythic Swedish folk tale. The preamble of the code stated that it was aspirational in
nature.

1 5.798. The “code of conduct” was released in the form of signage, (as opposed to
2 being adopted as a formal anti-harassment policy that was incorporated into the bylaws of the
3 Swedish Club). The sign had the words “Join Us” printed across the top of it, referencing the
4 Swedish Club’s ongoing quest for members, and next stated its aspirational message:

5 “In the model of Swedish and Swedish American
6 communities, we aspire to be *welcoming, inclusive,*
7 *egalitarian, honest, and respectful toward everyone,*” and
8 went on to state that the Swedish Club has a zero tolerance for
9 incivility – “We do not tolerate any harassment, bullying, or
10 inappropriate behavior or dress. This code of conduct applies
11 to members, guests, volunteers, and staff.”



11 Copies of the sign were posted in the Swedish Club lobbies, at its front entry, and at
12 the south, lower-level entry to the Club.

13 5.799. Within a month’s time of the release of its courtesy code, on the evening of
14 April 20, 2022 at the annual business membership/dinner meeting of the Swedish Club, the
15 meeting where either incumbent or new board candidates were to be voted on by the
16 membership, the SCBOD, the SCBOD president Mr. Sund, Ms. Leander, and the rest of the
17 Board upended even their low bar of expected civil behavior outlined in their courtesy code
18 sign.

19 On April 20, 2022 Mr. Sund got up and before an assembled crowd of over 60 people
20 that included Ms. Campbell, employees, and members and guests, and announced that he was
21 supported 100% by all of the board in what he was saying, then proceeded to deliver a very
22 public and vicious verbal assault against Ms. Campbell, denouncing her and making many
23 defamatory statements against Ms. Campbell. Ms. Campbell was shocked. The audience was
24 shocked.
25
26

1 **1. Events Leading Up to the April 20, 2022 Public Denunciation of Ms. Campbell**
2 **i. Defendant Leander’s Campaign to Impair and Extinguish**
3 **Ms. Campbell’s Swedish Club Membership**

4 5.800. Pursuant to the *Amended and Restated Bylaws of the Swedish Club (11-20-19)*
5 Article 3. Board of Directors, Section 3.6 Regular Meetings, the SCBOD meets monthly:

6 “The Board shall conduct its regular meetings at least once per calendar month.”

7 And, in accordance with Article 3. Section 3.9 Place of Meetings, “All meetings shall be
8 held at the principal office of the corporation or at such other place...designated by the Board”.

9 5.801. The monthly Swedish Club Newsletter also publishes the meeting schedule for
10 the Board and standing committee meetings
11 that month. Of note, the meeting advisory the
12 majority of the time includes such statements
13 as, “any regular member”/“Blue card member”
14 may attend these meetings”, and that “members
15 welcome”.

<p style="text-align: center;">Standing Committee Meetings</p> <p>Any regular member is welcome to attend these meetings, including the Board meeting. Contact kristine@swedishclubnw.org for Zoom links.</p> <p>Building & Property: Usually the fourth Wednesday (Apr. 27), 5:30 p.m.</p> <p>Finance: Usually Wednesday before the Board meeting (Apr. 27), 4 p.m.</p> <p>Board: First Wednesday (Apr. 6), 6 p.m. Blue card members welcome by Zoom.</p> <p>Membership: In person. Every other second Monday (Apr. 11), 6 p.m.</p>

16 5.802. The SCBOD’s four standing
17 committees, are the Building and Property Committee (hereinafter the “Building Committee”),
18 Finance Committee, Board Nominating Committee (hereinafter the “Nominating Committee”),
19 and Membership Committee. Committee meetings are held once a month, except when a
20 special meeting sequence is established for convenience or exigency, holding more than one
21 meeting per month.

22 5.803. Section 3.20.2 of the *Bylaws* also allows by SCBOD appointment, “from its
23 own number or from the membership or both, ad hoc or temporary committees each consisting
24 of no fewer than two (2) persons...All committees so appointed shall keep regular minutes of
25 their meetings and shall cause them to be placed in the office of the corporation.”

1 5.804. According to the *Swedish Club Employee Handbook May 2021*, Section 6.0
2 General Policies § 6.1 Meetings and Communication:

- 3 • Board Meetings - The Board conducts a meeting that is open to blue card members
4 once a month. The Board may also meet for closed door executive sessions.
- 5 • Committee Meetings - Some different committees meet at the Club. Employees may
6 be a member of one or more of these committees. During these meetings, which may
7 consist of at least one Board Member and possibly some volunteers, events related to
8 the committee and ideas on how to improve these events or issues are discussed.

9 5.805. Ms. Campbell became a Swedish Club member in good standing on September
10 8, 2020. By agreement with the executive director, she paid for her membership by barter
11 contract, exchanging the dollar value of her volunteer services for the Club for a general, Blue
12 Card membership.

13 5.806. Ms. Campbell attended as a general member of the Swedish Club her first
14 Building Committee meeting on September 23, 2020. From that time forward Ms. Campbell
15 attended without restriction the 2021 Building Committee meetings; in 2022 Ms. Campbell
16 attended the Building Committee , and thereafter on a monthly basis throughout 2021, to
17 February 2022.

18 5.807. By July of 2021 Ms. Campbell had attended the SCBOD's meetings and
19 building committee meetings for the last seven months; she was becoming familiar with how
20 the Swedish Club operated.

21 5.808. Ms. Leander invited Ms. Campbell to spend considerable time with her
22 reviewing aspects of the board and committee meetings afterwards.

23 5.809. Ms. Leander also had Ms. Campbell doing a lot of volunteer work for different
24 aspects of the Club's operations and she shared a great deal of information with Ms. Campbell
25 about the day-to-day activities required to run the Club.

26 5.810. Ms. Campbell often brought snacks and food she had made at home to the Club
and shared it with Ms. Leander. The food items were either gourmet, special treats, or some

1 Swedish or Scandinavian dishes or baked goods she had been practicing to show and share
2 with Ms. Leander.

3 5.811. Ms. Campbell enjoyed Ms. Leander's company, and she appreciated her
4 engaging her and introducing her to the Club's regulars who assisted Ms. Leander. In fact,
5 during those early months of Fall 2020 and Winter/Spring of 2021, there were several times
6 where Ms. Leander had invited Ms. Campbell to join her and her inner circle of staff and
7 Swedish Club friends and volunteers, to the exclusion of some other staff members. Ms.
8 Leander made Ms. Campbell feel welcome, part of the Swedish Club family.

9 5.812. Ms. Leander as the Swedish Club's executive director was in a key position to
10 continually disrupt and impair Ms. Campbell's Swedish Club membership rights and Ms.
11 Campbell's ability to enjoy the full benefit of that membership.

12 5.813. Part of Ms. Leander's activities for impairing Ms. Campbell's membership
13 began with Ms. Leander throwing up roadblocks against Ms. Campbell's becoming a board
14 member. Ms. Leander's efforts towards that started in earnest in September, 2021.

15 5.814. It was during July 2021 that Ms. Leander discussed with Ms. Campbell a couple
16 of times about Ms. Campbell becoming a board member. Ms. Leander was positive about it,
17 she gave Ms. Campbell the impression that Ms. Leander had a fair amount of influence about
18 who could be on the board, as well as that getting Ms. Campbell on the board was more of a
19 proforma kind of a process as opposed to any complicated, procedurally driven process. Ms.
20 Leander said Ms. Campbell would get on the board through the mid-year appointment
21 provision, the board could appoint a new director to the board at any time during the year, with
22 the proviso that the person stands for election during the next annual meeting that is held.

23 5.815. Shortly thereafter Ms. Leander told Ms. Campbell she needed to pass her one-
24 year anniversary of being a Swedish Club member and then Ms. Campbell would be able to
25 turn in her application for board membership and go through the appointment process.

1 5.816. On August 25, 2021 in the building committee meeting that day Ms. Campbell
2 asked questions about the cost of months of construction that had been going on at the Club,
3 and also about the job performance by the contractor.

4 5.817. Unbeknownst to Ms. Campbell the contractor was a personal friend of Ms.
5 Leander's. Shortly after the meeting Ms. Leander sat Ms. Campbell down in her office and
6 berated her for having the temerity to ask questions about the project and the contractor.
7 Despite Ms. Campbell's mea culpa and apologies to Ms. Leander, it was from that point
8 forward that she had gotten a ticket to marginalization in the Club's business and governance
9 for starters.

10 5.818. Ms. Campbell also didn't know that at the time, but in retrospect the wider and
11 negative implications for Ms. Campbell's status as a Swedish Club member and as an
12 employee would become apparent over time as Ms. Campbell passed through the end of 2021
13 and on into 2022 and beyond.

14 5.819. After the meeting Ms. Leander ordered Ms. Campbell to her office and
15 lambasted her for asking questions about the contractor and the project, exclaiming, "I thought
16 we were being friends here!" What Ms. Campbell did not know was that the contractor was a
17 personal friend of Ms. Leander's. On August 28, 2021 Ms. Campbell wrote defendant Mr.
18 Matthiesen about the run in with Ms. Leander, "There was a lot more said about other things
19 that I will write about later, I really ran into it when I said some things at the building
20 committee meeting."

21 5.820. In Ms. Campbell's prepared statement and history about the matter of Ms.
22 Leander impairing Ms. Campbell's membership rights by excluding her from committee
23 meetings, document EAC Building Committee Exclusion 2021-2023.docx, which is
24 incorporated herein by reference and made a part of this pleading as if set forth in full, Ms.
25 Campbell further notes:
26

1 “The dust up in August 2021 with Kristine over my bringing up in the building
2 committee meeting the performance of her friend the contractor, and the cost of all
3 that construction bought me a ticket to marginalization in Club business for starters.

4 “I didn’t know at the time what the wider implications would be, but I caught some
5 signs along the way.

6 “Still to come would be Kristine throwing up roadblocks and then a steel wall against
7 my becoming a board member, that effort started in earnest in September, 2021.

8 “Then my ability to attend board committee meetings being blocked by Kristine, that
9 started in November, 2021.”

10 5.821. At the SCBOD meeting on October 6, 2021 it was announced, “The Nominating
11 Committee is looking for interested parties to join the Finance Committee. They are looking at
12 the membership forms when people join the Club to identify areas of expertise and willingness
13 to volunteer. The committee will initiate the outreach to members with the skills and
14 willingness to serve.”²⁹⁷

15 5.822. On November 22, 2021 Ms. Campbell wrote and asked Ms. Leander if she
16 could attend the upcoming finance committee, “Good afternoon Kristine, Would it be okay to
17 attend the finance and board meetings, if so would you send me the zoom link?” Ms.
18 Leander’s response was, “The finance committee is not a good one to attend today. They have
19 two new members and I don’t want to add someone who us just coming to watch today. It will
20 be confusing to them. Next time with advance notice. Yes, I will send the board link when I
21 send it to everyone.”²⁹⁸

22 5.823. The reality was – there never was a “good” finance committee meeting for Ms.
23 Campbell to attend. Ms. Campbell was not granted access to that standing board committee
24 meeting for over a year, only gaining access to attend it in late February 2023, after Ms.
25 Leander conceded she had lost her job and had given notice that she was retiring.

26 ²⁹⁷ Emerson, Mary. “Swedish Club Board Meeting Minutes October 6, 2021.” Swedish Club. October 6, 2021.

²⁹⁸ Leander, Kristine. “Text message to Elizabeth Campbell”. iMessage.

1 5.824. On January 26, 2022 Ms. Campbell was set to attend the building committee
2 meeting. Prior to that meeting she sent an email and a letter to the staff building committee
3 lead, Mr. Rahman, and to the building committee members about the need for equipment
4 repairs in the kitchens. The letter file was corrupted however so the only thing received by the
5 committee members was the email's cover message – that there was a letter attached.

6 Ms. Leander wrote to Ms. Campbell and requested that Ms. Campbell only send the
7 letter to her and Mr. Rahman. Ms. Campbell complied with her request. Ms. Leander next
8 directed Ms. Campbell to rescind her mention of the letter to the committee members, which
9 she did.

10 Ms. Leander also told Ms. Campbell that Mr. Rahman would look into and fix the
11 things Ms. Campbell noted in her letter. The majority of the repairs were never made, only a
12 couple of less consequential items were taken care of.

13 5.825. On February 9, 2022, Ms. Campbell requested the link for the Zoom building
14 committee meeting that day. It seemed to Ms. Campbell that Ms. Leander reluctantly provided
15 it that day. After that, from that month forward Ms. Leander refused to provide meeting links
16 for any building committee meetings; and added insult to injury by making up a variety of
17 insulting reasons why Ms. Campbell could not attend – as a member or as an employee.²⁹⁹ She
18 also continued to refuse to provide Ms. Campbell with access to the finance committee
19 meetings.

20 5.826. Ms. Campbell came to learn pretty quickly that Ms. Leander didn't tolerate even
21 the barest of inquiries into the Club's finances, didn't tolerate anything that she perceived of as
22 a slight or criticism of the job that Ms. Rahman was (not) doing, didn't tolerate any activity,
23 communication, or conversation that might have the slightest implication or question on the job
24 that Ms. Leander was or maybe wasn't doing, on Ms. Leander's overall job performance.

25 _____
26 ²⁹⁹ According to the *Swedish Club Employee Handbook May 2021* 6.0 General Policies § 6.1 Meetings and Communication, Swedish Club employee were encouraged to be members of and attend any of the Board's committee meetings.

1 5.827. Thereafter and consistently throughout 2022 Ms. Campbell brought to the
2 attention of the SCBOD's president, next to the Board's then counsel, Perkins Coie, between
3 May 2022 to August 2022, then to Ms. Alaimo in late November 2022, about Ms. Campbell
4 many and standing requests to Ms. Leander to attend the board's building and finance
5 committee meetings and Ms. Leander's refusal to allow her to attend.

6 5.828. Ms. Campbell stressed with each of the above parties that Ms. Leander's refusal
7 to allow Ms. Campbell to participate as a member in committee meetings was an improper
8 impairment of her membership rights, that they were interfering with the membership contract
9 between the Swedish Club and Ms. Campbell; as well as Ms. Campbell had similar rights to
10 participate in committee meetings as an employee.

11 5.829. The SCBOD *never intervened* with Ms. Leander nor ensured that Ms.
12 Campbell's member right or employee right to attend board committee meetings was upheld.
13 Out of 17 finance committee meetings between October 2021 and February 2023, the only
14 finance committee meeting Ms. Campbell was allowed to attend was the February 27, 2023
15 one.

16 **2. Obstructing Ms. Campbell's Candidacy for Board Director: Rigging the Election**

17 5.830. On September 16, 2021 Ms. Campbell wrote Mr. Matthiesen about the things
18 that had been going on with Ms. Leander and Ms. Campbell's applying for SCBOD
19 membership:

20 "The nominating committee. Well, I'll be curious to see how that goes. I put in
21 my 'application' to be on the board. Kristine originally told me [in July] it was a
22 proforma process the first go round. She said Jan was the nominating committee,
23 etc. She told me what to do, how things were arranged, that was in early August
24 [2021]. But the second conversation we had she kind of was doing this thinking out
25 loud session with me - telling Jan had too much power, things needed to be changed,
26 Jan should not be doing that on her own, others needed to be included. Okay - I'm still
listening.

"As I passed through the last of my first year of membership this go round...she
gave me the paperwork to join the board. I filled it in and brought it to her on Tuesday

1 [9/14/21]. Now she tells me there are like five new people that have been added to Jan's
2 committee, she walked back the story that it had been solely Jan, she told me this, like
3 these were people that had been waiting in the wings all along. Okay.

4 "Now rather than it being a perfunctory process she threw up all sorts of stories that
5 there was this whole big process that was yet to be designed, many meetings and steps
6 along the way. It sounded like roadblocks to me knowing what I know when that sort
7 of thing gets going.

8 "So now I kind of question Kristine's motives, whether she really wants me to be
9 on the board or not."³⁰⁰

10 5.831. The complete history of how Ms. Campbell's candidacy for the board was
11 undermined by defendants Ms. Leander, Mr. Sund, and others is provided in [Section C,](#)
12 [Subsections 2 and 3 herein.](#)

13 3. The Evening of April 20th

14 5.832. Gary Sund the departing president of the Swedish Club board took the podium
15 on the evening of April 20th during the membership business meeting portion of the evening.
16 He was acting that evening as the then President of the Board of the Swedish Club, as an agent
17 representing the members of the SCBOD, the members of the Nominating Committee of the
18 Swedish Club, as an agent for the Executive Director for the Swedish Club Kristine Leander,
19 as an agent of the Swedish Club/Swedish Club Foundation, and in his personal capacity.

20 5.833. Reading from a written statement that Ms. Campbell is informed and believes
21 and upon such information and belief alleges, that Ms. Sund did not write the speech he read
22 from that evening, but that it was written for him by Ms. Leander, Mr. Sund proceeded to
23 publicly deliver to the assembly of more than 80 individuals, comprised of guests, members,
24 and employees, a resounding denunciation of Ms. Campbell.

25 5.834. Of Mr. Sund's approximately five-minute retrospective about Elizabeth
26 Campbell, over half of it was devoted to his vicious denunciation of Ms. Campbell.

³⁰⁰ Campbell, Elizabeth. "Letter to Lars Matthiesen: Switching it up further...". *Facebook*, 16 Sep. 2021, 10:05 AM, <https://bit.ly/3ybLtgK>

1 5.835. Initially Mr. Sund told the assembled guests that Ms. Campbell was a valued
2 member of the Club, that she volunteered at the Club, and that she also was a valued employee
3 of the Club. He stated that the delicious desserts and food she was preparing as an employee
4 of the Club had become lead food items at the Club’s weekly members’ dinners and other
5 events. Mr. Sund favorably mentioned the salads and hot food entrée items that Ms. Campbell
6 prepared, as well as he especially mentioned that she had prepared and served that evening’s
7 dinner which included the Swedish dish, Jansson’s Temptation.

8 5.836. Mr. Sund stated that Ms. Campbell’s culinary work was greatly improving the
9 Club’s menu; that the Club did not want to lose her contributions as an employee.

10 5.837. Then Mr. Sund’s remarks took a stark and ugly turn, they went from a laudatory
11 tone to a vicious and outrageous commentary against Ms. Campbell.

12 5.838. Mr. Sund stated to the assembled audience that Ms. Campbell was unfit to sit on
13 the board of the Swedish Club. He did not say why. Instead, Mr. Sund in as strong as terms as
14 possible implied that there were negative reasons, negative information that he and other board
15 members and the board nominating committee members possessed about Ms. Campbell.

16 5.839. For over three minutes Mr. Sund proceeded to make many negative implied
17 statements about Ms. Campbell to the Swedish Club audience. He stated to the guests,
18 employees, and Ms. Campbell, but especially directed his comments to the voting members of
19 the Swedish Club, that it would be highly undesirable to have Ms. Campbell sitting on the
20 board of the Club.

21 5.840. Mr. Sund made many implied statements that were beyond a doubt intended to
22 cause the audience to infer from his statements that there was something about Ms. Campbell
23 that made her unfit to be on the board. Mr. Sund stated that the “something” he was alluding
24 to was something he could not tell the assembled audience what it was, the implication being
25 that it was so bad it couldn’t be uttered, and he stated also – that the audience members should
26 trust him about his representations about Ms. Campbell.

1 5.841. Mr. Sund also told the audience, specifically the voting members of the Club, to
2 trust him, to trust the board, trust the individuals on the nominating committee, that that was
3 the case, that there were things that were so troubling about Ms. Campbell that the assembled
4 voting members of the Swedish Club must vote against Ms. Campbell being on the Club's
5 board.

6 5.842. Mr. Sund also implicated his co-defendants in this conspiracy to rig the election
7 and defame Ms. Campbell – the then executive director Leander, co-officers and board
8 members Albright, Smith, Emerson, M. Johansson, K. Johansson, Odderson, Miller, and
9 Snyder; Mr. Sund stated to the audience in attendance that along with him, they and the
10 members of the nominating committee, which would have included its chair, Jan Sullivan,
11 were in one hundred percent agreement with each other about these unspoken but nefarious
12 things he said they all knew about Ms. Campbell, about the unspoken, negative reasons the
13 membership must believe in as to why they must vote against Ms. Campbell, why she must not
14 be elected to the board.

15 5.843. The outcome of this rigged election was predictable given the highly
16 inflammatory tone of Mr. Sund's speech against Ms. Campbell, its delivery and the harsh,
17 negative assertions and characterizations of Ms. Campbell Mr. Sund stated about her.

18 5.844. For Ms. Campbell she was bereft at the humiliating way she had been put up to
19 public ridicule, and then been publicly subjected to the clear anger and contempt that the board
20 as a whole, according to Mr. Sund, held her in.

21 5.845. On May 4, 2022 Ms. Campbell in a letter to Ms. Leander and the board
22 referenced the board's and Ms. Leander's April 6, 2022 activities aimed at impairing her
23 membership – noting that it had been a terrible way for her to have been treated by them:

24 "I also find it appalling this petty question about whether a member receiving a gratis
25 membership is really a member in good standing, with the subtext that such a person is not
26 eligible to be on the board.

1 “I presume this came out of the coordinated effort to forestall my candidacy to the board –
2 I hold what I presume is this gratis membership you are referencing. I would note a couple
3 of things. First off – I work for that membership – it is an exchange of my work that I do
4 as a volunteer to the Club, so it is hardly free. I keep track of the value of my hours
5 worked, a dollar value is assigned to them, and I more than pay the value of that
6 membership. What a terrible way to treat even gratis members.”

7 5.846. The whole matter of derailing Ms. Campbell’s candidacy for the board between
8 September 2021 through April 2022 was emotionally upsetting and remains to this day a cloud
9 in Ms. Campbell’s psyche, she continues to seek and need emotional support and care to just
10 cope with what is PTSD from this and the other incidents that occurred while Ms. Campbell
11 was involved with the defendants, as a member and as an employee at the Club.

12 5.847. There is an additional harm Mr. Sund’s statements have had, the ongoing
13 chilling effect it had on Ms. Campbell all the time she was at the Swedish Club as an
14 employee, it taints her enjoyment of her membership, and it affected the Swedish Club’s
15 employees and any association they had or might have with Ms. Campbell.

16 5.848. The employees in attendance at the meeting/dinner on April 20th both were sent
17 a message by Mr. Sund – here was the highest official of the Swedish Club delivering the
18 message – that they too could be set up for public humiliation and subjected to the reputational
19 and employment fallout thereof, and warned – a collateral effect of Mr. Sund’s and Ms.
20 Leander’s actions – Ms. Campbell’s fellow employees now were faced with the possibility that
21 any association or solidarity with Ms. Campbell could very likely come at a price to them. The
22 element of deterrence was there in the wake of Mr. Sund’s remarks – Ms. Campbell was a hot
23 potato and anyone associating with her could be burned.

24 5.849. In addition, is the chilling effect on the Swedish Club’s members as a
25 consequence of the April 20th incident – while according to the Swedish Club’s *Bylaws* any
26 general member had a right to run for a position on the board – the behavior of Gary Sund the
board’s president and the support he said he had from 100% of the board’s members, from the

1 executive director, Ms. Campbell is informed and believes, and upon such information and
2 belief alleges that collaterally the public denunciation of her sent a cautionary message to
3 Swedish Club members, only members acceptable to the Board, to Ms. Leander/the executive
4 director, and to Ms. Lucas would be allowed to run for and be elected to the Swedish Club's
5 board of directors.

6 5.850. Moreover, there is the damage to Ms. Campbell's reputation and standing as a
7 member of the Swedish Club, and to her reputation and standing when she was an employee of
8 the Swedish Club. The reactions from others to how Ms. Campbell was treated that evening
9 ranged from pity to disbelief, to recognizing how hurtful the whole thing had been to Ms.
10 Campbell.

11 5.851. Mr. Sund's direct and implied statements and inferences are false.

12 5.852. Ms. Campbell is informed and believes and upon such information and belief
13 alleges that Mr. Sund's statements implying that where Ms. Campbell was concerned there
14 existed severe acts or situations of impropriety or wrongdoing by Ms. Campbell that were so
15 great they could not be publicly uttered were false.

16 5.853. Ms. Campbell is informed and believes and upon such information and belief
17 alleges that Mr. Sund and Ms. Leander intended that the false allegations be believed and
18 relied upon.

19 5.854. Ms. Campbell is informed and believes and upon such information and belief
20 alleges that Mr. Sund and especially Ms. Leander acted with actual malice.

21 5.855. Ms. Campbell is informed and believes and upon such information and belief
22 alleges that a reasonable person, upon hearing Mr. Sund's false allegations about Ms.
23 Campbell would have believed and relied upon Mr. Sund's statements. The result of the
24 election is testament to that, out of approximately sixty votes only 11 people voted for Ms.
25 Campbell.

1 5.856. Ms. Campbell is informed and believes and upon such information and belief
2 alleges that individuals hearing Defendant Sund’s false allegations did believe them and relied
3 upon Defendant Sund’s and Ms. Leander’s statements, and as a consequence thereof did not
4 elect Ms. Campbell to the Swedish Club’s board of directors. The vote that evening, out of
5 approximately 60 ballots cast, Ms. Campbell only received 11 “for” votes.

6 5.857. Ms. Campbell has been harmed and damaged in her reputation by Mr. Sund’s
7 and by extension Ms. Leander’s statements. It was a horrific and humiliating experience for
8 Ms. Campbell to be publicly subjected to Mr. Sund’s denigrating statements and public rebuff
9 on behalf of the Swedish Club, the Swedish Club’s board of directors.

10 Many attendees afterwards approached Ms. Campbell after the meeting and expressed
11 their shock over what had happened and their sympathy for her. Member and former board
12 member and treasurer Don Wahlquist and his wife were among those that offered their shocked
13 reaction to what had occurred and their concern for Ms. Campbell’s wellbeing. Many
14 employees also expressed to Ms. Campbell their sympathy for her, and that they were likewise
15 shocked by Mr. Sund’s denunciation of Ms. Campbell.

16 5.858. Ms. Campbell was harmed and damaged in her membership at the time by Mr.
17 Sund’s and Ms. Leander’s statements and actions both before and during the election.

18 5.859. Because of the above statements by Mr. Sund, because of Mr. Sund’s delivery
19 of Ms. Leander’s statements, because of his, Ms. Leander’s, the other named board member
20 co-conspirators, and Ms. Lucas, Ms. Campbell’s general membership rights with the Swedish
21 Club were impaired by them, and by the nominating committee – her right as a general
22 member to be a candidate for and to be elected to the board of directors was taken away.

23 5.860. Ms. Campbell was also harmed and damaged in her employment at the time by
24 Mr. Sund’s and Ms. Leander’s statements. She was looked upon afterwards with pity and
25 wariness by other employees – they did not want to chance any negative repercussions through
26

1 association with Ms. Campbell, lest they might end up subjecting themselves to the kind of
2 adverse treatment Ms. Campbell had received at the hands of Ms. Leander.

3 5.861. Defendants Sund's and Leander's statements are false and defamatory.

4 5.862. Ms. Campbell is informed and believes and upon such information and belief
5 alleges that Mr. Sund and Ms. Leander published their allegations without regard for truth or
6 accuracy.

7 5.863. Mr. Sund and Ms. Leander have no privilege, absolute or qualified, for their
8 false allegations.

9 5.864. Mr. Sund and Ms. Leander committed defamation per se by imputing through
10 their statements that Ms. Campbell's had engaged in activity/activities that rose even to the
11 level of criminal conduct.

12 **N. ELIZABETH NORGREN**

13 5.865. In Ms. Campbell's experience as both an employee and member of the Swedish
14 Club, she believes that the workplace and social violence fomented and practiced by Elizabeth
15 Norgren has at least matched if not exceeded that of her predecessor, Kristine Leander.

16 5.866. One of Ms. Norgren's first acts as executive director was to retaliate against Ms.
17 Campbell by terminating Ms. Campbell's employment and attempting to extinguish her
18 Swedish Club membership on the basis of false claims of wrongdoing against Ms. Campbell.

19 5.867. According to Ms. Leander's letter to the Swedish Club board, staff, and
20 members,³⁰¹ Ms. Norgren arrived at the Swedish Club to start her job as executive director on
21 March 6, 2023. There was to be one and a half days of overlap between Ms. Leander's exit as
22 ED, and Ms. Norgren assumption of that position. On March 9, 2023 the day Ms. Norgren
23 fired Ms. Campbell, she had never met, spoken to, or otherwise known anything about Ms.
24

25
26

³⁰¹ Leander, Kristine. "Dear Swedish Club Board, Administration and Members." October 18, 2023.

1 Campbell other than what opponents of Ms. Campbell's told her in order to achieve their
2 objectives, including marginalizing and silencing Ms. Campbell.

3 5.868. Ms. Campbell is informed and believes and upon such information and belief
4 alleges as follows:

5 That Ms. Norgren in her own right has brought her own brand of emotional violence
6 and abuse to the Swedish Club's social environment, its cultural platforms, and to its
7 workspaces = and turned it against Ms. Campbell

8 That Ms. Norgren is known in local Swedish community circles and organizations for
9 abusing her positions of leadership when she succeeds in acquiring a supervisory control
10 within such organizations, like at the Swedish Club.

11 That Ms. Norgren is known for:

- 12 • Creating hostile workplaces and membership spaces with her toxic attitude and harsh
13 methods for relating to employees and members;
- 14 • Retaliating against members and employees who question her methods or actions;
- 15 • Taking every advantage of any access she has to an organization's funds, by one,
16 enriching not just herself but also those whom she sets in key positions to the
17 exclusion of others that often have a greater right to hold those positions.
- 18 • A history when she has been employed by an unsuspecting Swedish cultural
19 organization of displacing existing employees and volunteers in favor of "hiring"
20 friends and family including but not limited to placing them in positions of authority
21 or influence, including Ms. Norgren's very close friend Joel Cambern, faithful
22 adjunct Camille Parker, and Ms. Norgren's mother father, and daughter; and then
23 mismanaging the finances of the targeted organization through a pattern of
24 overspending, making indiscriminate purchasing decisions, failing to control her
25 excessive spending, much less monitor the spending commitments of others over
26 whom she has authority;

1 5.869. Ms. Norgren also brings to the Swedish Club workplace and membership
2 spaces her own brand of emotional abuse. Ms. Campbell is informed and believes and upon
3 such information and belief alleges that Ms. Norgren’s penchant for angry confrontations with
4 individuals and for distortions of the truth similar to those she engaged in on May 30, 2020
5 when she was arrested and charged with assault are evidenced throughout her now nine month
6 tenure at the Swedish Club; starting with her retaliation against Ms. Campbell, her false
7 accusations against her and other employees and members since then, as well as similar acts of
8 confrontation and aggression by Ms. Norgren and her lieutenants against members, including
9 her making threats against members, sanctioning verbal, legal, and physical aggression by Mr.
10 Cambern against Ms. Campbell and other members, encouraging Ms. Alaimo to threaten and
11 harass members, and directing defendant legal counsel, Lane Powell PC and Ms. Vivian to
12 take unmerited acts of legal harassment and aggression against Ms. Campbell and other
13 members.

14 5.870. Ms. Norgren’s aggressive approach to controlling as the Swedish Club’s
15 executive director is also evidenced by the multiple of altercations that have taken place at the
16 Swedish Club since she was approved of by defendants Ms. Lucas and Ms. Alaimo, and hired
17 by co-defendants Ms. Albright and Ms. Smith – themselves all given to autocratic rule and
18 emotionally (and in two cases physical) aggressions against Ms. Campbell and others.

19 5.871. Ms. Campbell is informed and believes and upon such information and belief
20 alleges that the Swedish Club board of directors, Ms. Alaimo, Lane Powell PC, and Ms. Vivian
21 all knew or came to know of Ms. Norgren’s history of aggressions and fiscal indiscretions, as
22 well as her penchant for the same at the time they hired her; and if they did not, they acquired
23 that knowledge shortly thereafter; that Ms. Leander herself brought that information to the
24 attention of Ms. Alaimo in early March 2023, including Ms. Norgren’s history of expulsion
25 from Vasa Park and other Swedish cultural communities for a variety of managerial and
26

1 supervisory misadventures. According to Ms. Campbell's sources, Ms. Alaimo's retort to Ms.
2 Leander's revelations about Ms. Norgren was, "I don't want to hear about it."

3 5.872. The hiring of Ms. Norgren by the SCBOD with the approval of co-conspirators
4 Lane Powell PC, Ms. Alaimo, and Ms. Vivian, given Ms. Norgren's past, it was and continued
5 to be foreseeable that she would continue to do the things she has done at the Swedish Club –
6 including but not limited to acting in a highly contentious manner, retaliating and firing
7 employees, creating a hostile workplace and membership space, arbitrarily and capriciously
8 terminating memberships, threatening to terminate members' memberships, withholding
9 information from the SCBOD (for example her refusal to provide a monthly, detailed report of
10 her activities and material activities taking place at the Swedish Club related to personnel,
11 operations, and finances, declining to take on and do the entirety of the duties according to the
12 job description and contract under which she was hired, engaging in ongoing deficit spending
13 at a heretofore unprecedented level, gutting the cultural mission of the Swedish Club in favor
14 of a bastardized version of the Swedish Club, a "fine dining" and night club operation
15 organized and maintained for the benefit and pleasure of Ms. Norgren, her inner circle, chef
16 Christo Yaranoff, local musicians and their followers - to the exclusion of the majority of the
17 Swedish Club members.

18 5.873. Further evidence of the culture of fear and intimidation that Ms. Norgren has
19 brought to the Swedish Club, that is fomented and sustained by the defendant Swedish Club
20 board members, Ms. Alaimo, Lane Powell PC, and Ms. Vivian are the number of members that
21 have been threatened with losing their Club membership or had their membership terminated,
22 the number of individuals that have been threatened with legal action by the Swedish Club's
23 insurer's lawyers, Lane Powell PC, threatening Ms. Campbell with extensive legal action for
24 participating in constitutionally protected activities, bringing in a security guard to intimidate
25 and oust members attending Swedish Club forums, escorting them from the building, Swedish
26 Club staff telling people to shut up at Club meetings members attend, physically roughing up a

1 board member, board members telling people they cannot speak unless spoken to, that they
2 cannot record any part of the meetings.

3 5.874. Additional evidence of Ms. Norgren's lack of fitness for the executive director's
4 job, and the SCBOD's failure to fulfill its duties of care, obedience, and loyalty, is their joint
5 failure to keep adequate and accurate records of the Club's finances (and providing the
6 members with the same each month), not ensuring that internal controls are adequate to
7 safeguard the Club's assets and help prevent fraud; excluding members from participation on
8 the Finance Committee; failing to protect, preserve, invest and manage the corporation's
9 business in a manner consistent with the Club's mission, and consistent with how it has that
10 mission and the Club's operations have been represented to donors to in order to induce them
11 in many cases to make high value donations to the Club.

12 5.875. Further evidence of the Board's liability for withholding information, thwarting
13 the bylaws, are its going into perpetual executive session mode at board meetings, not keeping
14 minutes of meetings that accurately reflect board members' discussions and actions taken at
15 those meetings, hiding high value capital investment decisions and multi-million dollar real
16 estate transactions from the membership, failing to even produce basic, monthly financial
17 records, canceling board meetings, and cancelling finance committee meetings.

18 5.876. Furthermore, defendant board members Mr. Sund, Ms. Albright, Ms. Smith
19 failed in their duty to tell the board as a whole information that they knew to be material
20 (important), and information about violations of law or breaches (violations) of duty, including
21 but not limited to the information they held or gained about Ms. Leander's misclassifying
22 employees as independent contractors, the hostile workplace she was maintaining, the
23 incidences of retaliation, her discrimination against Ms. Campbell and the Club's black
24 employees, her failure to exercise control over the facilities manager/director of operations
25 (both Ms. Jonsson and Mr. Rahman), her manipulation with Ms. Hayes of what financial
26

1 reports they provided to the board, and the conflict of interest Ms. Leander had as both the
2 executive director of the Swedish Club and the President of the Jane Isakson Lea Foundation.

3 5.877. According to Section 3.21 of the Bylaws, the Board vests the conduct of the
4 business and affairs of the Club with the executive director; and is obligated to require, ensure,
5 and verify that the executive director performs their job in accordance with the employment
6 contract and job description under which the person was hired, and consistent with the Board's
7 *Expectations for the Executive Director* (hereinafter "Expectations").

8 5.878. Also, according to the *Expectations'* Budgeting Section, the Swedish Club's
9 executive director is required to provide, " a written financial report will be prepared for the
10 Board each month and will be presented at the Board meeting. The report will show current
11 financial results that provide the Board with a full snapshot of the SCC's financial positions.
12 The report will, at a minimum, include year-to-date (YTD) result (actual performance), YTD
13 budget, variance to budget, last year YTD, and variance to last year. A cash flow analysis and
14 status of [the Club's operation's net income]."

15 5.879. Throughout Ms. Leander's tenure in 2022 to February 2023 she did not
16 regularly provide all of the required and necessary financial information to the Board, and what
17 information she did provide was two or more months old.

18 5.880. During that same time period the Board accepted whatever version of financial
19 reports provided by Ms. Leander and the Club's staff accountant, Ms. Hayes. Some months it
20 was an operations ("Activities" report), some months it was a balance sheet ("Position" report),
21 some months it included both, and every month the detail of the reports might be different
22 from the prior month – reports might be "collapsed" (less detail), "expanded" (more detail),
23 and may or may not have the requisite comparison report to the prior month or prior year.

24 5.881. At all of the board meetings Ms. Campbell attended, throughout 2021 to 2023
25 conservatively 18 meetings, the majority of the time the SCBOD never questioned whether
26 Ms. Leander, her bookkeeping adjunct defendant Ms. Hayes, was maintaining adherence to the

1 reporting obligations set out by the Board in the *Expectations for the Executive Director*
2 *document* or whether she was exercising the fiscal control obligations she was required to
3 follow that were set on in the same document, to wit:

- 4 a) Ensure appropriate and adequate fiscal controls are put into place and regularly and
5 rigorously monitored.
- 6 b) Ensure that all fiscal procedures meet or exceed the minimum standards set forth by the
7 General Accounting Principles.
- 8 c) Control expenses and ensure that the Swedish Club meets or exceeds performance of income
9 over expenses. Ensure that there is no greater than a 10% variance from plan in any given
10 month and that an appropriate action plan is written and implemented to correct any negative
11 variances.
- 12 d) Maintain a balanced budget: that annual fiscal performance shall be at a break-even point or
13 show an excess of income over expenses, unless the Board approves a budget shortfall in
14 writing (by resolution).

15 5.882. Under Ms. Norgren's administration the executive director's monthly financial
16 reporting activities have devolved, including that the required monthly reports by turns were
17 not provided in their entirety, were not provided at all; on or about September 1, 2023 Ms.
18 Norgren terminated the Club's staff accountant, Ms. Hayes, made herself and the facilities
19 director Mr. Cambern in charge of bookkeeping and maintaining the Club's financial records.

20 5.883. Year in year out Ms. Leander did provide a monthly executive director's report
21 to the SCBOD. It contained each month's sections for each component and department of the
22 club's operations, with some analysis and forecasting. Ms. Campbell is informed and believes
23 and upon such information and belief alleges that Ms. Norgren has refused to provide the same
24 monthly report to the board; in addition to spinning off her cultural director duties in favor of
25 hiring someone to do her job.

26 5.884. On or about February 1, 2023, Defendant board member Mr. Snyder assumed
the post of Treasurer. Since that time, a period of now over 10 months, Mr. Snyder has been
unable to compel or produce the requisite financial documents, financial activities and position
statements; of note, the inability to maintain and produce financial records has been in spite of

1 the fact that during that same time the Swedish Club had a full-time staff bookkeeper, and has
2 on retainer a well-paid accounting firm, Greenwood Ohlund & Co. LLP, with lead accountant,
3 Amanda O'Rourke, assigned to the Swedish Club account.

4 5.885. Ms. Campbell is informed and believes and on such information and belief
5 alleges that also during the same time period Mr. Snyder cancelled the monthly finance
6 committee meeting, restricted the number of and who can be on the committee, three only,
7 only board members; but managed to instead put on a PowerPoint lecture at a recent
8 membership meeting about what did or did not constitute financial fraud by a board member.

9 5.886. Ms. Norgren has failed to adhere to the fiscal control and reporting
10 requirements set out in the *Expectations for the Executive Director* document; the SCBOD has
11 not compelled her to do so.

12 5.887. In the alternative, Ms. Norgren if she is as knowledgeable and experienced in
13 financial management as the SCBOD led members to believe at the time she was hired in
14 March 2023 and since, she should have been able to engage in the same fiscal duties and
15 requirements that a knowledgeable and responsible nonprofit organization executive director
16 would know to carryout regardless of whether there was an *Expectations* document to guide or
17 compel them to do their financial control and fiscal reporting duties.

18 5.888. Coincidentally, Ms. Norgren has a history of judgments being taken against her
19 as well as bankruptcy filings, including but not limited to Case 03-25016-TTG, and Ms.
20 Norgren's penchant for excessive spending and deficit operations was a point of contention at
21 her previous place of employment at Vasa Park:



Julie Pheasant-Albright

Mike Arst and not so far off. This is exactly what happened at Vasa Park with exactly the same cast of characters in the current regime at the Swedish Club. The exact same people. We were lucky to get out with most of our real estate intact. But we were sued too ... They left such a deficit that we just had to sell part of our property for the tune of 2.1 million in order to pay back taxes etc

Cut income, raise payroll exponentially, buy amounts of new furniture, hire friends and family. During COVID the payroll over there went from 23 employees to 45... And we were closed.

Limit attendance to all events (Julebord lunch was limited to 35 people, dinner to 60 instead of the usual 150. Lord knows how many they limited the lutefisk dinner to.) Continue cutting programs for the members and getting rid of members.

Turn the property into a wedding venue.

It's a complete playbook. And they're doing this exact same thing at the Swedish Club. With the exact same people in charge.

That's a 36 million piece of property over there and if it wasn't stopped he was going to end up being waterfront condos.

You are 100% correct. So who owns a Swedish Club? WE do. The members. Who owns Vasa Park? The approximately 200 members of Vasa in the greater Seattle area.

5.889. Ms. Leander’s years long mistreatment of employees and her failures to responsibly control and report the Club’s financial affairs to the Board, and the now year plus of Ms. Norgren’s and her staff’s mistreatment of employees and members, her failure to responsibly control and report the Club’s financial affairs to the Board, the Swedish Club’s Board of Directors despite the subpar performance of both executive directors, Ms. Leander and Ms. Norgren, one, continued to wholly support and retain Ms. Leander, and two, starting on March 7, 2023 continues to wholly support, defend, and retain Ms. Norgren.

5.890. After one year of Ms. Norgren’s management of the Swedish Club, this is her legacy:

- “Club leadership has failed to adhere to Club bylaws and state laws affecting non-profit organizations.”
- “Financial reports have been inadequate and not regularly provided to the Membership.”
- “Members feel unsafe and unwelcome to participate in meetings with time restraints to speak, rigid agendas, and having witnessed the intimidating restraint of a Club Member

1 [Kris Johansson] and a staff member [Joel Cambern] telling a Member [Julie Pheasant
2 Albright] to ‘Shut up!’ at a Members’ meeting.”³⁰²

3 **O. LARS MATTHIESEN**

4 The October Follies

5 5.891. On or about October 15th Ms. Campbell was at the Swedish Club and visiting
6 with Kristine. Below is Ms. Campbell’s statement from that time forward about a particularly
7 troubling incident involving Mr. Matthiesen and Ms. Leander, and what happened when they
8 involved Ms. Campbell in one of their ill-conceived schemes:

9 “I was sitting in her office [Ms. Leander’s], during part of our conversation she
10 mentioned in passing to me that Judy Cooper and Karen Choyce had had a falling out.

11 “A few days later on or about October 19th I mentioned Kristine’s remarks about Karen
12 and Judy to Lars. He said he’d heard the same thing about their split – and then he
13 made what I thought was a weird suggestion – that I should contact Karen and
14 sympathize with her, Lars made some comments about some upcoming birthday dinner
15 on October 22nd for Chris Jones, he wanted his friends, including Judy and Karen to be
16 there, and so some overture by me would smooth things over. I didn’t quite get how
17 that would all work, but I wanted Lars to be happy. It wasn’t the first time Lars
18 suggested and I followed.

19 “Despite my misgivings I texted and offered Karen my sympathy and positive thoughts
20 on the morning of October 19th via text. Karen responded that nothing of the kind had
21 happened. She wrote me that she and Judy did not have a falling out! Unfortunately
22 for me Karen took exception to what I had. She continued pinging me through to the
23 next day, October 20th. I didn’t know what she expected out of me with her aggressive
24 texts. I tried to end the conversation, and texted Karen that night, glad things were fine,
25 end of story – “I sent you friendly best wishes. You’ve assured me things are fine. I’m
26 happy that the case. 😊”

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

1 "For two more days, October 21 to October 23, Karen peppered me with the put downs,
2 disparaging narratives and the like, I provided reasonable responses – but I felt she was
3 intent on showing that she was the best of best friends with Judy, with Lars, everyone
4 at the Swedish Club – I was nothing in her mind. The reality is, then and now – she was
5 mistaken in a huge range of assumptions about Lars and I – and her text exchanges with
6 me said more about her than me."

7 5.892. On or about the 21st of October Ms. Leander let Ms. Campbell know that Karen
8 and Judy had "reported" her to Ms. Leander and they wanted Ms. Leander to do something
9 about Ms. Campbell's text message to Ms. Choyce,

10 "Kristine called me on the carpet a bit but did not want my side of the story. I did say
11 that I felt Karen's and Judy's 'grudge' against me was baseless."

12 "Around 5:30 PM on Sunday evening, October 24th, Kristine called me at home and left
13 a message to call her back. I did. She brought up the October 22nd, Friday night dinner
14 at the Club, when Lars had been there with Judy, Kristine, Karen, Chris, Nancy, and a
15 couple of others celebrating Chris Jone's birthday.

16 "when Kristine called me on the 24th to put down Lars to me, and to explore what my
17 personal feelings were about the dinner that night, that I must feel bad about how he
18 treated me, and that she felt the situation with Lars was very awkward, at the time I
19 thought she was being personally solicitous of me. I do not believe that now.

20 "Shortly after October 25th I came to understand from Kristine that Judy and Karen
21 came to her about my having had the text exchange with Karen, it sounded like they
22 wanted Kristine to take some kind of disciplinary action against me because of the text
23 exchange.

24 "Kristine told me at the time that she was not going to get involved, however she said
25 she was letting me know what was going on. She said she didn't want to hear anything
26 about what my side of the situation between the two women was. On October 26th,
just after 8:00 PM Kristine called me again, she wanted to talk about Judy, Karen, and
Diana meeting her and trying to get her to do something to me, and maybe even to
Lars. I wrote Lars about Kristine's call to me, and asked him what was going on. He told
me everything was fine, he had no idea why Ms. Leander would want to meet with me."

5.893. Shortly after Ms. Campbell spoke to Mr. Matthiesen Ms. Leander sent Ms.
Campbell an email:

1 From: Kristine Leander <kristine@swedishclubnw.org>
2 Date: Tue, Oct 26, 2021 at 9:09 PM
3 Subject: about 25 years ago or more...
4 To: Elizabeth Campbell, MPA <neighborhoodwarrior@gmail.com>

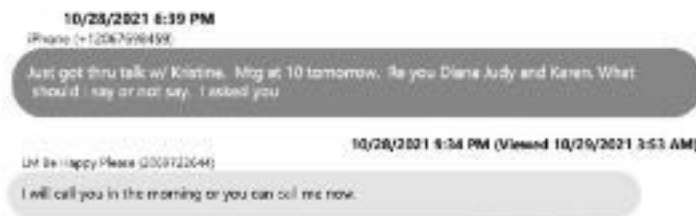
5 I was working for Group Health. I was a patient advocate (“Consumer Relations”) and had friendships with doctors. I used to hike with them. One time a doctor did something illegal in my presence and my testimony against him was vital to getting him some help. There were a lot of hush-hush meetings with doctors. My bosses were nurses. They were so jealous of my secret meetings with doctors that they refused to renew my contact. I went to the doctors with whom I had been cooperating and said, “Look, I just lost my job over this.” But as nurses and doctors were separate shops, there was nothing they could do. I was out of work for about a year, living on credit cards. I wanted to slam the head nurse in particular for this as it was her jealousy that led to it. It would have felt good at the time. But I didn’t.

11 About 5 years ago, I went to a family picnic invited by a big donor to the Scandinavian community. Turns out his nephew was married to the head nurse. I could hold my head up high and act like a professional person because I had not given in to my anger and hurt and had not criticized her loudly and angrily as I had wanted to do.

14 Please don’t give in to your anger and desire to hurt Lars. It will bite you back in return. Please try to be a professional, common sense, gracious person who is above it all.

16 Kristine

17 5.894. On October 28th Kristine called Ms. Campbell again and told her that she
18 wanted Ms. Campbell to come to the Club the next day and talk to her. She said that Judy and



23 Karen had formed an adversarial block with Diana Erickson against Ms. Campbell. She texted
24 and messaged Mr. Matthiesen that evening and asked him what she should do or say when she
25 met with Kristine. Ms. Campbell continues with her statement below:

1 “I talked to Lars that evening. He said it was no big deal, that there was nothing going
2 on, he didn’t know what Karen, Judy, Diana, or Kristine could say about him that would
3 be a problem.

4 “I met with Kristine on October 29th as agreed. She didn’t really say a lot, mainly that
5 Karen and Judy were still agitating against me. I tried to tell her my side of the story,
6 regarding Lars encouraging me to talk to Karen and Judy about their alleged falling out,
7 but Kristine seemed busy and so the meeting didn’t resolve anything.

8 “That is the background for the comments I made to Lars in my November 3rd letter³⁰³
9 to him. I wrote him about Kristine telling me negative things about him, about what I
10 thought was going on with her keeping Judy in my sites, that it seemed to be ongoing,
11 and I reminded him of what he had told me previously, that he thought Kristine’s animus
12 towards him was misplaced, related to things that had happened decades ago,
13 ‘However about two weeks ago when the little peccadillo came up over that dinner for
14 Chris – you said to me about Kristine that she had one version of why you and her had
15 not become a couple, like she was miffed because you hadn’t chosen her.’”

16 5.895. On December 17, 2021 Mr. Matthiesen appeared at the Swedish Club bar while
17 Ms. Campbell was there socializing with other members before she was to go downstairs and
18 take some video and still shots of the preparations going into the Lutefisk dinner that night.

19 Ms. Campbell approached Mr. Matthiesen who was standing in a lineup of other people
20 running across the length of the bar, and asked him if he wanted to join her for a drink. Ms.
21 Matthiesen uncharacteristically and suddenly engaged in a horrific display of public anger,
22 physical posturing, behavior that Ms. Campbell had never before experienced with him. It
23 made her afraid, was devastating emotionally, and it was embarrassing – the bar was full of
24 members.

25 Mr. Matthiesen proceeded to demand that Ms. Campbell leave the Club, then when she
26 told him he needed to leave instead – he made an announcement to his friends that he was
leaving and proceeded with one of his lady friends, Karen Choyce, to make a huge spectacle of

³⁰³ Campbell, Elizabeth. “11-03-21 My Struggle”. Word. November 3, 2021.

1 shouting and storming through the length of the club, from the upstairs bar, across a balcony,
2 down two flights of stairs, across the lobby and then slamming out the lobby doors.

3 5.896. Shortly after December 17, 2022 Ms. Leander told Ms. Campbell that Karen
4 and Judy had complained to her again, that their complaint was related to the December 17th
5 spectacle created by Mr. Matthiesen wherein he got mad at Ms. Campbell and stormed out of
6 the Club.

7 Ms. Leander told Ms. Campbell that Judy and Karen were champions for Mr.
8 Matthiesen and were looking to avenge him at Ms. Campbell's expense.

9 5.897. Ms. Campbell continues her statement,

10 "Their latter claim this month [December 2021] is that Lars was some kind of victim on
11 the 17th, and that I was 'loud', whatever that means. That's what Kristine told me about
12 a week after the 17th incident with Lars occurred. Kristine took a moment to talk to me
13 in her office and said to me that as an employee of the Club I was not to get involved in
14 anything like what happened with Lars on the 17th. I tried to share with her again what
15 had happened, including because Kristine was the first person I came to the night of the
16 17th after Lars' explosive and public display of rage and insult he put on against me. I
17 have no idea what the action they wanted was as Kristine did not provide me with any
18 details about that.

19 "I responded affirmatively to Kristine that I understood what she was saying, that I
20 appreciated her position, however, I said that I had neither initiated nor exacerbated
21 the situation with Lars on the night of the 17th, that Karen was only peripherally
22 involved, and Judy had not been involved whatsoever. And in fact, I pointed out that it
23 was Karen that added the drama to Lars' public outburst, her chasing him and shouting
24 out to Lars in the upstairs and downstairs lobby. Karen was the one being loud. Kristine
25 had no comment.

26 "My ongoing responses to Kristine since then about both of these matters has been that
they were personal, but at the same time I was the one who had been publicly
humiliated by Lars. At best there was a limited connection with the Swedish Club
regarding the first matter Karen and then Judy complained about to Kristine, a text
communication between Karen and myself. In the second instance, what went on
between Lars and I on December 17th, his emotionally violent treatment of me and

1 threatening, aggressive physical posturing towards me, it 100% took place at the
2 Swedish Club.”

3 5.898. Beginning in January 2022 Ms. Leander told Ms. Campbell that she was under
4 pressure from Mr. Matthiesen, his friends, as Ms. Leander put it – they were Ms. Campbell’s
5 enemies, to marginalize Ms. Campbell’s membership, her employment, and her general
6 presence at the Swedish Club. Given Ms. Leander’s actions against Ms. Campbell throughout
7 2022/2023, Ms. Campbell believes that Ms. Leander was faithful to Mr. Matthiesen’s bidding.

8 **P. SARAH ALAIMO**

9 5.899. On October 21, 2022 at 6:15 PM Swedish Club employee/staff accountant
10 Hayes strode into the bar of the Swedish Club and expansively announced to bartender Paul
11 Jefferson, “I need your best champagne, what do you have?” Ten minutes later Ms. Hayes,
12 Anis Rahman, and Kristine Leander were curled around their small table in a corner like
13 conspiratorial intimates, clinking their glass flutes filled with champagne and toasting their
14 good fortune. In Ms. Haye’s words, they had been fortunate to rid themselves of a couple of
15 Swedish Club employees they were tired of; and they had hired an HR person.

16 5.900. Prior to sitting down to drink the bubbly with her co-conspirators, Ms. Hayes
17 had shared with Ms. Campbell that it was a two-fold celebration – being rid of the Club’s last
18 two event coordinators, Wendy Lundin-Clark, and Stephanie Buley; and Ms. Hayes was no
19 longer in charge of HR duties at the Club.

20 As Ms. Hayes put it to Ms. Campbell that evening, “I am not an HR person, and uh,
21 making sure we are on top of everything, it was a real challenge for me.” Having been the
22 target of Ms. Hayes “HR duties,” Ms. Campbell silently agreed with Ms. Hayes’s estimation of
23 herself.

24 5.901. Sitting in the bar one month later on November 22, 2022, the new HR person
25 was formally introduced to Ms. Campbell at a gathering of other Club employees. As Ms.
26 Leander introduced her, Sarah Alaimo sat demurely with her legs crossed, her signature

1 ponytail blonde and perky, a sweet smile affixed to her face. She was nodding, murmuring
2 agreement, and paying rapt attention to Ms. Leander, and then to each of the employees that
3 spoke in turn after that.

4 5.902. The advent of Ms. Alaimo’s arrival had been circulated days before her in-
5 person debut on November 22nd. The predictable Google searches by everyone in that
6 intervening time revealed that Ms. Alaimo liked to be ahead of her story and shape it herself –
7 on her website fashioning herself as a certified happiness coach and an internationally
8 acclaimed self-published author that wrote an autobiography about her struggles with sobriety.

9 5.903. The subtext of the narratives about Ms. Alaimo on her website seemed obvious,
10 it was the standard fare produced by aspirational social media influencers.

11 5.904. At the meeting on the 22nd Ms. Alaimo comported herself in accordance with
12 her crafted online image, giving every impression of being thoroughly vested in being the
13 winsome persona she portrayed herself as on the many pages of her website – the happiness
14 coach person.

15 5.905. To the detriment of first the employees, in a relatively short time after her
16 arrival the truthfulness of the old adage set in, looks are deceiving. Ms. Campbell believes that
17 events over the last year have now proven that Ms. Alaimo is far from the cheerful and
18 compassionate person she initially and for barely four months she presented herself as.

19 5.906. Ms. Campbell’s experiences and interactions with Ms. Alaimo at the Swedish
20 Club, and what she knows of others’ interactions with Ms. Alaimo, has led her to believe that
21 all things being considered, Ms. Alaimo’s real persona and purpose at the Swedish Club has
22 little to do with happiness.

23 What stands out is Ms. Alaimo is something more akin to a cross between a cold and
24 calculated enforcer, using her HR “muscle,” to help the SCBOD out of and cover up the mess
25 it made of the Club’s operations and finances, the damage it caused to employees and members
26

1 alike, while sustaining and aggregating ultimate power and control to Ms. Norgren by being
2 the proverbial “hatchet man” and consigliere.

3 5.907. Under whatever terms may exist for Ms. Alaimo’s Swedish Club “employment,”
4 Ms. Norgren as executive director should be her supervisor; then according to the *Bylaws*, the
5 executive director is vested with the business and affairs of the Swedish Club, which historically
6 had included the processing membership payments and issuing Club cards.

7 5.908. According to the *Bylaws*, neither Ms. Alaimo nor Ms. Norgren has authority
8 over membership matters; neither does the executive director nor Ms. Alaimo as the titular
9 Director of People Partnerships have the authority to a) command members to attend any
10 meetings the Executive Committee of the SCBOD chooses to convene, b) terminate a club
11 member’s membership, or to c) engage in intimidation or retaliatory acts against any member,
12 (or employee).

13 5.909. On March 9, 2023 Ms. Alaimo served on Ms. Campbell a letter of termination
14 signed by her as the Director of Human Resources, the letter stated in part, “This letter is an
15 official notice to inform you that your employment and membership at the Swedish Club is
16 being terminated effective today... Additionally, your membership to the Swedish Club is also
17 revoked, effective immediately.

18 Ms. Alaimo’s letter went on to bar Ms. Campbell from the Swedish Club’s premises – she
19 was not to be there as a member of the public or as a guest of a member; impairing the rights of
20 members to bring guest of their choosing, and singling Ms. Campbell for different treatment than
21 the rest of the public that regularly visits the Swedish Club without any scrutiny or preconditions
22 for its entry to and presence on the club’s premises.

1 5.777 On May 19, 2023 at a Swedish Club dinner, Club member and employee³⁰⁴
2 Jim Skrinde, was accosted by Ms. Alaimo; according to Mr. Skrinde, ““The incident occurred in
3 the dining room. I was accosted by Sarah Alaimo. I didn't even know who she was.”³⁰ “Sarah
4 Alaimo accused me of directing obscenities to the executive director. That did not happen.”³¹

5 5.910. On May 22, 2023 Ms. Alaimo sent Mr. Skrinde a letter via email, reprimanding
6 him, terminating his Swedish Club membership, and banning him from the Swedish Club’s
7 premises, as well as banning also the Swedish folk band, Skandia Kapell, which Mr. Skrinde
8 had been a member of for decades – as well as Skandia Kapell had also played for decades at
9 the Swedish Club, “Effective immediately you are no longer welcome on the club’s premises,
10 nor will your band be booked to play.”³⁰⁵ Not only was Ms. Alaimo retaliating against Mr.
11 Skrinde, but she also was retaliating against his fellow band members, another 6 to 10
12 individuals, and their group Skandia Kapell. *To reiterate, Mr. Skrinde, the members of*
13 *Skandia Kapell, Skandia Kapell up until the time Ms. Alaimo banned them from the Swedish*
14 *Club, have played with each other, at the Swedish Club for over 40 years.*

15 5.911. In addition, Ms. Alaimo sent her missive, complete with its false allegations of
16 wrongdoing against Mr. Skrinde, to Mr. Skrinde’s work email, Mr. Skrinde is a federal
17 employee with the U.S. Army Corps of Engineers.

18 5.912. In July 2023 Mr. Skrinde after thinking through the termination of his membership
19 wrote the SCBOD president, defendant Albright, questioning the legitimacy of his termination.
20 Ms. Albright never replied. Instead, on July 25, 2023 Mr. Skrinde received a threatening letter
21

22 ³⁰⁴ According to Shannon McDermott, one of the Swedish Club’s attorneys, “Washington law provides that
23 services performed by a musician or entertainer do not constitute “employment” if the musician or entertainer is
24 under a written contract with a business that purchases their services. Accordingly, a business that wishes to
25 engage a musician as an independent contractor must enter into a written independent contractor agreement with
26 the musician; otherwise, the musician will be considered an employee.” Source: McDermott, Shannon.
“Requirements for Engaging Musicians as Independent Contractors.” Perkins Coie. November 14, 2022.
<https://www.perkinscoie.com/en/news-insights/requirements-for-engaging-musicians-as-independent-contractors.html#:~:text=Washington%20law%20provides%20that%20services,business%20that%20purchases%20their%20services.>

³⁰⁵ Alaimo, Sarah. “Swedish Club.” Email. Monday, May 22, 2023 10:51 AM.

1 from the Swedish Club’s attorneys, defendant Lane Powell PPC, a Notice of Trespass, barring Mr.
2 Skrinde from the Swedish Club on the basis of the attorney’s allegations that he had violated the
3 Club’s *Code of Conduct*; the letter was sent also to the Seattle Police Department; the letter was
4 only cc’d to Ms. Alaimo, *not to the executive director, not to any person on the SCBOD*.
5 Moreover, as with the May 22nd communication to him, this letter was also sent to Mr. Skrinde’s
6 work email, not to his personal email.

7 5.913. Ms. Campbell is informed and believes and upon information and belief alleges
8 that in mid-2023 SCBOD member Kris Johansson was “roughed up” by Swedish Club employee,
9 the Facilities Manager Joel Cambern at the Swedish Club premises; that Ms. Cambern assaulted
10 Mr. K. Johansson and restrained him against Mr. Johansson’s will. Mr. Johansson has told others
11 throughout the rest of 2023 since then that he continues to be distressed by what happened to him.
12 The knowledge of this incident is widely known in the Scandinavian and Swedish Club
13 community.

14 5.914. In the latter quarter of 2023 Ms. Alaimo sent an email before noon time to Swedish
15 Club member Lorelei Stevens, insisting that she needed to come to the Swedish Club if not the
16 same day, then the next day, that the SCBOD president and vice president, defendants Ms.
17 Albright and Ms. Smith wanted to speak with her.

18 5.915. Ms. Stevens by this time was well aware of by then multiple instances of
19 intimidation and retaliation by Ms. Alaimo and Ms. Norgren; she believed they were targeting her
20 because of her friendship with Ms. Campbell.

21 5.916. Ms. Stevens declined to engage with Ms. Alaimo and ceased attending board
22 meetings, the building and financial committee meetings, as well as has not visited the club now
23 for the better part of six months because she is afraid either Ms. Norgren or Ms. Alaimo may
24 threaten or accost her as they have done to others. She prefers not to put herself in a position that
25 could possibly expose herself to some of the disturbing things she has heard other members have
26 experienced at the hands of Ms. Alaimo and Ms. Norgren.

1 5.917. Ms. Campbell is informed and believes, and upon such information and belief
2 alleges that while Ms. Alaimo works as an “employee” of the Swedish Club, while she in fact is
3 retained as an agent for Lane Powell PC/attorney Ms. Vivian.

4 5.918. Ms. Alaimo has told Ms. Campbell and others multiple stories about who she
5 really works for –between November 2022 to February 2023; however the predominate story is as
6 Ms. Alaimo represented to Ms. Campbell and others - that she really works for legal counsel, Lane
7 Powell PC, not for the Swedish Club, that her employment at the Swedish Club is incidental to her
8 being an agent for Lane Powell PC.

9 5.919. One of the first things that Ms. Campbell quizzed Ms. Alaimo about during their
10 first meeting on November 29th was to ascertain who it was Ms. Alaimo worked for, whose “side”
11 was she on? Ms. Campbell is informed and believes, and upon such information and belief alleges
12 that prior to the meeting the story circulating was that Ms. Alaimo happened to come to the newly
13 created HR job via Lane Powell, that she had a long-standing working relationship with one of the
14 women attorneys at the law firm.

15 5.920. It was of paramount importance to Ms. Campbell at her first meeting with Ms.
16 Alaimo to determine just “who” it was she was talking to at that meeting, what was the legal
17 provenance of Ms. Alaimo’s status? Ms. Campbell wanted to know that before she disclosed
18 many of the disconcerting and damaging things that had happened to her, and all the other bad acts
19 and damaging events that had gone on over the last year at the Swedish Club.

20 5.921. One thing Ms. Campbell believed for sure – Ms. Alaimo was not there for Ms.
21 Campbell’s benefit. That being said however, Ms. Campbell hoped that if Ms. Alaimo held any
22 degree of independence from Ms. Leander that she could perhaps bring relief and resolution to Ms.
23 Campbell’s employment and membership situations, and be instrumental in bringing much needed
24 transparency and exposure to the many machinations and mismanagement situations at the
25 Swedish Club that Ms. Leander had presided over.

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

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

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

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

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

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

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

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

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

5.927. Select SCBOD Director’s Professional Backgrounds:

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

Langdon Miller, “His background [is] as a consulting physician in the field of oncology.”³⁰⁸ And President and CMO of Cleveland BioLabs, Inc.

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

³⁰⁷ Leander, Kristine. “New Board Members.” *Swedish Club News*. Vol. 54, Issue 2 : February 2015.
³⁰⁸ Leander, Kristine. “New Board Members.” *Swedish Club News*. Vol. 58, Issue 4: April 2019.

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

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

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

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

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

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

https://www.sec.gov/Archives/edgar/data/1318641/000143774920008857/cbli20200428_10ka.htm

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

³¹¹ See additional information re Dr. Miller's financial prowess at <http://www.chinabiotoday.com/articles/exclusive-decheng-velosbio>

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

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

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

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

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

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

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

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

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

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

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

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

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

³¹⁶ Smith, Molly. "About." LinkedIn.com

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

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

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

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

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

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

20 5.934. On September 21, 2020 to September 25, 2020 the purchase of the AVM
21 Biotechnology LLC’s 1751 Dexter Avenue N./King County Parcel #1925049038 by the
22 Swedish Club’s Swedish Club Properties LLC was closed. As part of the closing a statutory
23 warranty deed was executed, then a deed of trust, an assignment of rents, and a subordination
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26 ³¹⁹ Leander, Kristin. “Executive Director’s Notes.” *Swedish Club News*. March 1, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 as a member or as an employee/member, all have diminished Ms. Campbell sense of social and
2 emotional wellbeing, placed her in a situation that has serious implications for her health given
3 her age.

4 5.943. The tortious and illegal actions of the defendants likewise cost Ms. Campbell
5 her the valued work relationships she had with her colleagues, cost her the opportunity to be
6 gainfully employed doing work that had economic but more importantly cultural, social, and
7 personally fulfilling value.

8 5.944. The tortious and illegal actions of the defendants also disproportionately
9 affected Ms. Campbell due to her age. As a 70 year old woman Ms. Campbell is in a critical
10 stage of her life where even seemingly small changes have greater impacts to her health and
11 wellbeing in comparison to others far younger than her. What for people even a decade or two
12 younger than Ms. Campbell may seem to be something that has little to no implication for their
13 future, or that may be more easily ameliorated over the probably greater number of years they
14 have to recoup their losses, that is not the case for Ms. Campbell. The hardship of her losses in
15 this matter are of greater magnitude than if she were 10, 20, 30 years younger:

16 *“Older adults are at higher risk for social isolation and loneliness due to changes in*
17 *health and social connections that can come with growing older, hearing, vision, and*
18 *memory loss, disability, trouble getting around, and/or the loss of family and friends.”³²²*
19 *Emphasis added.*

20 “Job loss can have many long-term effects on older workers, including:

21 Reduced income: Older workers may have a harder time finding a new job, which can
22 lead to lower income.

23 Fewer retirement resources: Older workers may have fewer resources for retirement.

24 Health issues: Job loss can lead to longer periods of unemployment...Job loss can also
25 exacerbate health problems associated with aging, such as physical limitations,
26 cognitive changes, and bereavement.

Mental health issues: Job loss can lead to higher rates of depression and anxiety.

³²² NIA. “Loneliness and Social Isolation – Tips for Staying Connected.” U.S. Department of Health & Human Services. National Institutes of Health. National Institute on Aging. January 2024.

<https://www.nia.nih.gov/health/loneliness-and-social-isolation/loneliness-and-social-isolation-tips-staying-connected#:~:text=Older%20adults%20are%20at%20higher,loss%20of%20family%20and%20friends.>

1 Social changes: Older unemployed people may lose their central role in adulthood.³²³

2 5.945. The carelessness (negligent) or purposeful (intentional) manner in which
3 Swedish Club defendants have acted in this matter have caused Ms. Campbell to suffer
4 depression, anxiety, to have bouts of PTSD, she has suffered the humiliation and the ignominy
5 associated with the matters described herein.

6 5.946. In addition, Ms. Leander insists on continuing to denigrate Ms. Campbell in the
7 present, engaging in her pigeonholing tactic, dismissing Ms. Campbell's complaints herein as
8 just Ms. Campbell wanting to get her story out.

9 5.947. The Swedish Club and its defendants added insult to their injuries to Ms.
10 Campbell even, by arraying multiples now of their legal representatives against her,
11 publicizing their self-serving claims and narratives against and about Ms. Campbell, by
12 pursuing specious legal claims and threats against her, and by continuing to impair and treat
13 her membership in the Swedish Club as if it doesn't exist.

14 **S. SWEDISH CLUB SUPERVISORY PREMISES AND RELATED CLAIMS**

15 5.948. Ms. Lucas acted aggressive with Ms. Campbell during 2022, then goes on the
16 verbal attack leading to her physically attacking Ms. Campbell on March 1, 2023; Ms. Hayes
17 who has multiple times verbally attacked and defamed Ms. Campbell throughout 2022 to 2023,
18 Ms. Leander who over the course of 2021, 2022, and 2023 persistently discriminated against
19 her, harassed, retaliated against, defamed and held Ms. Campbell in a false light; Mr.
20 Matthiesen who easily carved out a front row seat and ring leader status in the effort to harass,
21 retaliate against, defame, and put Ms. Campbell in a false light; Ms. Alaimo with her insidious
22 approach of claiming attorney level powers of confidentiality, claiming the agent-hood and an
23 employment cover with a law firm that she insisted was there to eliminate Ms. Leander, the
24 source of Ms. Campbell's damages, engaging in her predatory-like grooming of Ms. Campbell

25 _____
26 ³²³ This overview was generated with the help of AI. It's supported by info from across the web and Google's Knowledge Graph, a collection of info about people, places, and things.

1 and setting her up for if not retaliation for the employment chopping block; and then Ms.
2 Norgren, whose one of her first acts is to cancel Ms. Campbell without having even met her; to
3 Mr. Yaranoff, an instant bad actor employee and manager with questionable ethics from the
4 very start of his employment; board members Mr. Sund who viciously and publicly denounced
5 Ms. Campbell on April 22, 2022, Ms. Smith whose first instinct was to demean and verbally
6 attack on February 13, 2023, then defamed Ms. Campbell with a vicious commentary and a
7 slur on March 1, 2023 - this is a cast of characters, employees and board members alike that
8 the Swedish Club/Swedish Club Foundation, the SCBOD had more than ample evidence and
9 notice, in some cases decades of proof that they were bad actors, wont to push people around,
10 to emotionally and physically abuse employees, colleagues, members alike. They wore their
11 socially deviant behavior loud and proud, and given the repetitive and very public manner they
12 acted all these things out, appeared to never fear for a moment that the Swedish Club board or
13 executive director would ever deter, sanction, or otherwise stop their proclivities and behavior.

14 5.949. Along with the management of the club, certain employees and members, the
15 SCBOD also in the same manner prided themselves on engaging in retaliation, in
16 manipulative, verbally abusive activities, creating hostile environments, targeting employees
17 and members alike.

18 5.950. Each time Ms. Campbell passed through the doorways of the Swedish Club
19 building as a member and employee she believed that she was entering a place that was a
20 cultural refuge, a place that for decades has claimed to exist and function on Swedish values of
21 Lagom, which means “not too much, not too little...just right” with a profound respect for
22 integrity, inclusiveness, and egalitarianism; and on the legal and practical side, complied with
23 state, city, and federal employment, contract, and general laws that barred workplace, social,
24 and public space acts of discrimination, retaliation, assault of any kind, and defamation at all
25 levels.

1 5.951. Ms. Campbell’s belief and trust was not unreasonable, her belief seemed well
2 placed, for over fifty years the Swedish Club had been a known cultural and social fixture in
3 Ms. Campbell’s family, in her personal experience, in her community. Ms. Campbell had
4 family members and close friends who were members there. She was a visitor and member
5 through the years. She lived and worked for multiple years on Dexter Avenue North within
6 very close proximity to the Swedish Club, she grew up in the adjacent neighborhood of Queen
7 Anne Hill – in all instances in Ms. Campbell’s memory she knew the Swedish Club by its
8 reputation as a friendly, welcoming community and cultural fixture in the part of her life,
9 growing up and in her adulthood, knowing it was the go-to place to celebrate and engage with
10 people like herself who were of Swedish and Nordic heritage, or had an affinity for the culture.

11 5.952. In addition to the more recent acts described by Ms. Campbell herein, Ms.
12 Campbell is informed and believes and upon information and belief alleges that the Swedish
13 Club has historically been managed by Ms. Leander under the board’s supervision in a manner
14 that has resulted in other acts of violence from time to time involving members and employees,
15 including a rape,³²⁴ assaults, general harassment, sexual harassment, and emotional and verbal
16 abuse, employee misconduct, verbal and physical altercations between employees, as well as
17 engages in a hostile manner with members, including allowing staff to assault members.

18 5.953. Ms. Campbell’s experiences with these matters has been an ongoing source of
19 distress, has cost her a considerable amount of time working through and trying to
20 unsuccessfully reconcile the losses and damages to her sense of well being, to her health, and
21 monetarily.

26 ³²⁴ According to defendant Lars Matthiesen.

1 **T. MONEY OWED – WAGE AND HOUR CLAIMS**

2 5.954. Failure to Provide Proper Rest Breaks. Defendants have engaged in a common
3 course of failing to provide Ms. Campbell with a paid ten minute rest break for every four
4 hours of work.

5 5.955. Defendant Swedish Club/Swedish Club Foundation have engaged in a common
6 course of requiring or permitting Ms. Campbell to work more than three consecutive hours
7 without a rest break.

8 5.956. Defendants have engaged in a common course of failing to ensure Ms.
9 Campbell had taken the rest breaks to which she was entitled.

10 5.957. Defendants have engaged in a common course of failing to provide Ms.
11 Campbell with ten minutes of additional pay for each missed rest break.

12 5.958. Each time Ms. Campbell missed a rest break, Defendants received the benefit of
13 10 minutes worked without paying for the time worked.

14 5.959. Defendants have had actual or constructive knowledge of the facts set forth in
15 Paragraphs 5.1 through 5.4.

16 5.960. Failure to Provide Proper Meal Breaks. Defendants have engaged in a common
17 course of failing to provide Ms. Campbell with a thirty-minute meal break for every five hours
18 of work.

19 5.961. Defendants have engaged in a common course of requiring or permitting Ms.
20 Campbell to work more than five consecutive hours without a meal break.

21 5.962. Defendants have engaged in a common course of failing to ensure Ms.
22 Campbell had taken the meal breaks to which she was entitled.

23 5.963. Defendants have engaged in a common course of failing to provide Ms.
24 Campbell thirty minutes of additional pay for missed meal break.

1 5.964. Each time Ms. Campbell missed a lunch break, Defendants received the benefit
2 of 30 minutes worked without paying for the time worked.

3 5.965. Defendants have had actual or constructive knowledge of the facts set forth in
4 these paragraphs.

5 5.966. Failure to Pay for All Hours Worked. The following facts are not exhaustive
6 and merely provide support for Ms. Campbell’s individual claims.

7 5.967. Ms. Campbell was employed by the Defendants Swedish Club/Swedish Club
8 Foundation et al between November 24, 2021 to March 9, 2023.

9 5.968. At all times Ms. Campbell performed her duties satisfactorily while working for
10 Defendants.

11 5.969. Defendants failed to pay Ms. Campbell for all time worked when Ms. Campbell
12 performed recipe research and meal planning work, then cooking and meal preparation work
13 making samples of desserts, salads, side dishes, or main courses for Ms. Leander’s
14 consideration, suggestions, and approval, and for Ms. Leander’s and others’ consumption.

15 5.970. Ms. Campbell as part of her job regularly perused recipes online, recipe books,
16 and recipe collections both at the Swedish Club and at home, spending many hours without pay
17 over the course of her employment to find dishes or desserts to serve at Swedish Club meals,
18 events, or gatherings.

19 5.971. Ms. Leander was aware of Ms. Campbell’s work without pay and in fact told
20 Ms. Campbell that it was right that Ms. Campbell should not be paid for this work, another one
21 of Ms. Leander’s aphorisms she would regularly create without providing any basis or
22 justification for their utterance. Conversely Ms. Campbell was convinced by Ms. Leander that
23 Ms. Campbell’s unpaid work was a benefit for the Swedish Club, it was money Ms. Campbell
24 was saving the Swedish Club from paying for Ms. Campbell’s work. It was money saved “for
25 the cause.”
26

1 5.972. Between January 1, 2022 until March 1, 2023 Ms. Campbell performed at a
 2 minimum 122 hours of unpaid work for the benefit of the Defendants in accordance with the
 3 chart below, *Register Elizabeth Campbell Wage and Hour Claims*:

Register Elizabeth Campbell Wage and Hour Claims				
Date	Item	Samples	Activities	
			Shopping - Minimum Hrs.	Planning Costing Dessert Min. Hrs.
1/13/22	Chocolate Cherry Cake	4	1	1
1/27/22	Chili Infused Choc Cake & Kalddkaka	6	1	1
2/9/22	Honey Roasted Pears	3	1	1
2/9/22	Shrimp salad & Dressings	5	1	1
2/24/22	Fian	4	1	1
3/1/22	Beet Burgers/Bulger Salad	3	1	1
3/1/22	Coconut Macaroons	2	1	1
3/4/22	Cooked Dressing	1	1	1
3/6/22	Semla Buns	4	1	1
3/9/22	Parsnip Cake & Bumbleberry Pie	6	1	1
3/13/22	Shamrock Pie	3	1	1
3/23/22	Envelope, Limpa, Flute Breads	5	1	1
3/24/22	Prinsesstårta	5	1	1
3/27/22	Almond Cake	3	1	1
4/7/22	Beet Salad Sample	5	1	1
4/15/22	Cocoa Oat Balls	1	1	1
5/12/22	Sour Cream Cheese Cake	4	1	1
5/27/22	Mango Entremont	6	1	1
6/1/22	Chocolate Cake	4	1	1
6/30/22	Cream Cheese Filling	4	1	1
6/30/22	Prinsesstårta	4	1	1
7/12/22	Knäckebröd	3	1	1
Totals - Hours		81	21	20
Totals - \$		\$19.00	\$1,539.00	\$399.00
			\$2,318.00	\$380.00
			Total Claim	

1 5.973. The value of that unpaid work is \$2,318. That cost is for Ms. Campbell’s labor
2 only and excludes the cost of the ingredients she provided for the dishes and desserts she made.

3 5.974. RCW 49.52.070 provides that any employer who violates the foregoing statute
4 shall be liable in a civil action for twice the amount of wages withheld, together with costs of
5 suit and reasonable attorney fees.

6 5.975. Ms. Campbell has incurred litigation costs for this matter in excess of \$125,000.

7 5.976. is entitled including but not limited to the statutory and cPleading for
8 contractual entitlement to costs

9 Money Owed – Litigation Costs 2022, 2023 and 2024

10 \$81,229.49 Clerical or Secretarial Tasks Costs - for typing,
11 organizing files, e-filing documents, and making copies.

12 \$41,514.33 Paralegal Costs – for services legal in nature,
13 completed by a professional who possesses the necessary
14 education, training, and work experience, complex enough to have
15 otherwise required the services of an attorney.

16 TBD at Trial General Costs – fees for the service of process,
17 reasonable expenses incurred for research obtaining reports and
18 records, attorney and witness fees, expenses of depositions; and
19 other costs incurred.

20 VI.CAUSES OF ACTION

21 1. FIRST CAUSE OF ACTION 22 ASSAULT 23 *Against Sharon Lucas*

24 1.3 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

25 1.4 As a result of Ms. Lucas’s acts, Ms. Campbell was in fact placed in great
26 apprehension of imminent harm and subjected to offensive contact with Ms. Lucas’s person.

1.5 In carrying out the acts alleged herein, Ms. Lucas acted with the intent of making
physical contact with Ms. Campbell’s person.

1.6 At no time did Ms. Campbell consent to any of the acts by Ms. Lucas as alleged
herein.

1 3.6 That Ms. Lucas knew that such restraint was without legal authority.

2 **4. FOURTH CAUSE OF ACTION**
3 **INVASION OF PRIVACY – FALSE LIGHT**
4 ***Against Sharon Lucas***

5 4.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

6 4.2 Ms. Lucas has given publicity to matters concerning Ms. Campbell that places
7 her before the public in a false light that would be highly offensive to a reasonable person.

8 4.3 Ms. Lucas placed Ms. Campbell in a false light with actual malice or reckless
9 disregard.

10 4.4 Ms. Lucas failed to exercise reasonable care to avoid placing Ms. Campbell in a
11 false light.

12 4.5 Ms. Lucas invasion of Ms. Campbell’s privacy was not protected by privilege,
13 qualified or absolute.

14 4.6 Ms. Lucas’s invasion of Ms. Campbell’s privacy caused Ms. Campbell to suffer
15 both harm to her reputation and emotional distress.

16 4.7 Ms. Lucas’s conduct caused damages to Ms. Campbell in an amount to be
17 determined at trial.

18 **5. FIFTH CAUSE OF ACTION**
19 **DEFAMATION**
20 ***Against Sharon Lucas***

21 5.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

22 5.2 At an open meeting at the Swedish Club on March 1, 2023 Ms. Lucas made
23 disparaging comments about Ms. Campbell and held her up for ridicule in front of her peers, and
24 fellow club members;

25 5.3 Ms. Lucas’ statements put Ms. Campbell in a false light, that she was an outlier,
26 unworthy, as a member, and laughable even – an object of derision;

1 *Against Molly Olson Smith*

2 13.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

3 13.2 That at the time of the conduct at issue, Elizabeth Campbell had an employment
4 expectancy with a probability of future economic benefit for Ms. Campbell;

5 13.3 That Ms. Smith knew of the existence of that employment expectancy;

6 13.4 That Ms. Smith intentionally induced or caused the termination of the
7 employment expectancy;

8 13.5 That Ms. Smith's interference was for an improper purpose or by improper
9 means;

10 13.6 That the conduct of Ms. Smith was a proximate cause of damages to Ms.
11 Campbell in an amount to be determined at trial.

12 **14. FOURTEENTH CAUSE OF ACTION**
13 **TORT OF OUTRAGE (IIED)**
14 *Against Molly Olson Smith*

15 14.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

16 14.2 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

17 14.3 Ms. Smith's conduct as alleged above was extreme and outrageous.

18 14.4 Ms. Smith intentionally caused Ms. Campbell emotional distress by subjecting
19 her to public humiliation and embarrassment, contempt.

20 14.5 Ms. Smith's conduct was in her personal capacity and in capacity as both the vice
21 president and board of director member. Ms. Smith's was aware of the extraordinary power
22 imbalance between her, a Swedish Club director and leader, and Ms. Campbell, an employee,
23 Club member, and private citizen. Ms. Smith's exploited that imbalance to publicly humiliate,
24 embarrass, and discredit Ms. Campbell for personal, employment-related, and membership-
25 related reasons.
26

1 16.3 Ms. Hayes's statements about Ms. Campbell were not protected by privilege,
2 qualified or absolute.

3 16.4 Ms. Hayes's conduct was in her personal and in her employment capacity as
4 accountant for the Swedish Club/Swedish Club Foundation.

5 16.5 Ms. Hayes knew or should have known that her statements were false and failed
6 to exercise reasonable care to ascertain the true facts. Ms. Campbell is informed and believes
7 and on that basis alleges that Ms. Hays's published her allegations without regard for their truth
8 or accuracy.

9 16.6 Ms. Campbell is informed and believes and on that basis alleges that Ms. Hayes
10 acted with actual malice or reckless disregard as to their truth.

11 16.7 Ms. Campbell is informed and believes and on that basis alleges that Ms. Hayes
12 intended that her false allegations about Ms. Campbell be believed and relied upon.

13 16.8 Ms. Campbell is informed and believes and on that basis alleges that a reasonable
14 person, upon hearing Ms. Hayes' false statements and allegations would have believed and relied
15 upon them.

16 16.9 Ms. Campbell is informed and believes and on that basis alleges that individuals
17 hearing Ms. Hayes false allegations did believe them and relied upon Defendant Hayes's
18 statements to take action against Ms. Campbell, including but not limited to her 1) being placed
19 on paid administrative leave with the added enhancement that Ms. Campbell was forbidden to
20 be on the Swedish Club's premises as a member, volunteer, or employee; 2) that an investigation
21 of Ms. Campbell took place 3) that Ms. Campbell's employment was terminated, and 4) An
22 attempt was made to also extinguish Ms. Campbell's Swedish Club membership.

23 16.10 Because of the above statements by Ms. Hayes against Ms. Campbell, and the
24 subsequent adverse actions taken against Ms. Campbell Ms. Campbell has been harmed and
25 damaged in her employment.

1 16.11 Because of the above statements by Ms. Hayes against Ms. Campbell, and the
2 subsequent adverse actions taken against Ms. Campbell, Ms. Campbell’s membership at the
3 Swedish Club has also been harmed, impaired.

4 16.12 Ms. Campbell has been harmed and damaged in her reputation by Ms. Hayes’s
5 adverse actions and statements throughout 2022 and 2023 against Ms. Campbell.

6 16.13 Ms. Hayes’s statements were of a nature to—and did—expose Ms. Campbell to
7 contempt, ridicule, or obloquy, deprived her of the benefit of the socialization and fraternal
8 solicitude and confidence afforded by club membership, in her relations with her work
9 colleagues, and injured her not just in her membership and employment at the Swedish Club, but
10 also in her prospective and actual social intercourse within the greater Swedish and Scandinavian
11 communities of Seattle.

12 16.14 Ms. Hayes’s statements constitute defamation per se.

13 16.15 Ms. Hayes’s conduct, her misrepresentations, and false statements, caused
14 damages to Ms. Campbell in an amount to be determined at trial.

15 **17. SEVENTEENTH CAUSE OF ACTION**
16 **TORTIOUS INTERFERENCE WITH A CONTRACT – MEMBERSHIP**
17 *Against Toene Hayes*

18 17.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

19 17.2 That at the time of the conduct at issue, Elizabeth Campbell was a party to a valid
20 contract with the Swedish Club/Swedish Club Foundation that established the membership
21 benefits, services, privileges, expectations, and member rights and responsibilities;

22 17.3 That Ms. Haye’s knew of the existence of that contract;

23 17.4 That Ms. Haye’s intentionally induced or caused the Swedish Club/Swedish Club
24 Foundation to breach the contract with Ms. Campbell.

25 17.5 That Ms. Haye's interference was for an improper purpose or by improper means;
26 and

1 17.6 That the conduct of (name of defendant) was a proximate cause of damages to
2 Ms. Campbell in an amount to be determined at trial.

3 **18. EIGHTEENTH CAUSE OF ACTION**
4 **TORTIOUS INTERFERENCE WITH AN EMPLOYMENT EXPECTANCY**
5 *Against Toene Hayes*

6 18.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

7 18.2 That at the time of the conduct at issue, Elizabeth Campbell had an employment
8 expectancy with a probability of future economic benefit for Ms. Campbell;

9 18.3 That Ms. Hayes knew of the existence of that employment expectancy;

10 18.4 That Ms. Hayes intentionally induced or caused the termination of the
11 employment expectancy;

12 18.5 That Ms. Hayes's interference was for an improper purpose or by improper
13 means;

14 18.6 That the conduct of Ms. Hayes was a proximate cause of damages to Ms.
15 Campbell in an amount to be determined at trial.

16 **19. NINETEENTH CAUSE OF ACTION**
17 **TORT OF OUTRAGE (IIED)**
18 *Against Toene Hayes*

19 19.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

20 19.2 Ms. Hayes's conduct as alleged above was extreme and outrageous.

21 19.3 Ms. Haye's intentionally caused Ms. Campbell emotional distress by subjecting
22 her public humiliation and embarrassment, contempt.

23 19.4 Ms. Hayes's conduct was in her personal capacity and employment capacity, Ms.
24 Haye's was aware of the power imbalance between her, the Swedish Club accountant, the titular
25 HR person, and a member of the inner management circle of the Club, and Ms. Campbell, an
26 employee, Club member, and private citizen. Ms. Haye's exploited that imbalance to publicly
humiliate, embarrass, and discredit Ms. Campbell for work related and personal reasons.

1 19.5 As a direct and proximate result of Ms. Hayes’s intentional actions, Ms. Campbell
2 suffered legally compensable emotional distress damages.

3 19.6 Ms. Haye’s conduct, including her ongoing verbal abuse, belittlements of Ms.
4 Campbell, her false statements and misrepresentations caused damages to Campbell in an
5 amount to be determined at trial.

6 **20. TWENTIETH CAUSE OF ACTION**
7 **TORT OF OUTRAGE (NIED)**
8 *Against Toene Hayes*

9 20.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

10 20.2 Ms. Hayes owed a duty to Ms. Campbell to act as a reasonable, prudent person.
11 This duty includes an obligation to act in a careful, lawful, and prudent manner and in full
12 compliance with applicable state and municipal law.

13 20.3 Ms. Hayes’ conduct toward Ms. Campbell resulted in a breach of Ms. Lucas’ duty
14 to act as a reasonable, prudent person.

15 20.4 Emotional distress was a field of danger that Ms. Hayes should reasonably have
16 anticipated and guarded against.

17 20.5 Ms. Hayes’ conduct, including her verbal and physical abuse of Ms. Campbell
18 her abuse of process activities, her false statements, and misrepresentations resulted in Ms.
19 Campbell suffering legally compensable emotional distress damages in an amount to be
20 determined at trial.

21 **21. TWENTY-FIRST CAUSE OF ACTION**
22 **INVASION OF PRIVACY (PUBLICITY GIVEN TO PRIVATE FACTS)**
23 *Against Kristine Leander*

24 21.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

25 21.2 Ms. Leander has given publicity to matters concerning the private life of Ms.
26 Campbell that would be highly offensive to a reasonable person and are not of legitimate concern
to the public.

1 21.3 Ms. Leander publicized matters concerning Ms. Campbell's private life
2 concerning her relationship with Mr. Matthiesen and other related matters with actual malice or
3 reckless disregard.

4 21.4 Ms. Leander failed to exercise reasonable care to avoid publicizing matters
5 concerning Ms. Campbell's private life.

6 21.5 Ms. Leander's invasion of Ms. Campbell's privacy was not protected by
7 privilege, qualified or absolute.

8 21.6 Ms. Leander's invasion of Ms. Campbell's privacy caused Ms. Campbell to suffer
9 both harm to her reputation and emotional distress.

10 21.7 Ms. Leander's conduct caused damages to Ms. Campbell in an amount to be
11 determined at trial.

12 **22. TWENTY-SECOND CAUSE OF ACTION**
13 **INVASION OF PRIVACY – FALSE LIGHT**
14 *Against Kristine Leander*

15 22.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

16 22.2 Ms. Leander has given publicity to matters concerning Ms. Campbell that places
17 her before the public in a false light that would be highly offensive to a reasonable person.

18 22.3 Ms. Leander placed Ms. Campbell in a false light with actual malice or reckless
19 disregard.

20 22.4 Ms. Leander failed to exercise reasonable care to avoid placing Ms. Campbell in
21 a false light.

22 22.5 Ms. Leander's invasion of Ms. Campbell's privacy was not protected by
23 privilege, qualified or absolute.

24 22.6 Ms. Leander's invasion of Ms. Campbell's privacy caused Ms. Campbell to suffer
25 both harm to her reputation and emotional distress.

1 22.7 Ms. Leander’s conduct caused damages to Ms. Campbell in an amount to be
2 determined at trial.

3 **23. TWENTY-THIRD CAUSE OF ACTION**
4 **DEFAMATION**
5 *Against Kristine Leander*

6 23.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

7 23.2 Ms. Leander published statements about Ms. Campbell, including but not limited
8 to the statements made on April 20, 2022, that were literally and substantially false, both
9 explicitly and by implication.

10 23.3 Ms. Leander’s statements about Ms. Campbell were not protected by privilege,
11 qualified or absolute.

12 23.4 Ms. Leander’s conduct was in her personal capacity and in her capacity as the
13 executive director of the Swedish Club.

14 23.5 Ms. Leander made the false statements about Ms. Campbell with actual malice or
15 reckless disregard as to their truth.

16 23.6 Ms. Leander knew or should have known that her statements were false and failed
17 to exercise reasonable care to ascertain the true facts.

18 23.7 Ms. Leander’s statements were of a nature to—and did—expose Ms. Campbell
19 to contempt, ridicule, or obloquy, deprived her of the benefit of the fraternal solicitude and
20 confidence afforded by club membership, in her relations with her work colleagues, injured her
21 in her membership and employment at the Swedish Club, and in her business and social
22 intercourse within the greater Swedish and Scandinavian communities of Seattle.

23 23.8 Accordingly, Ms. Leander’s statements constitute defamation per se.

24 23.9 Ms. Leander’s conduct, her misrepresentations, and false statements, caused
25 damages to Ms. Campbell in an amount to be determined at trial.

26 **24. TWENTY-FOURTH CAUSE OF ACTION**
 TORTIOUS INTERFERENCE WITH CONTRACT – MEMBERSHIP

1 *Against Kristine Leander*

2 35.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

3 35.2 That at the time of the conduct at issue, Elizabeth Campbell was a party to a valid
4 contract with the Swedish Club that established membership benefits, services, privileges,
5 expectations, and member rights and responsibilities;

6 35.3 That Ms. Leander knew of the existence of that contract;

7 35.4 That Ms. Leander intentionally induced or caused the Swedish Club/Swedish
8 Club Foundation to breach the contract with Ms. Campbell;

9 35.5 That Ms. Leander's interference was for an improper purpose or by improper
10 means; and

11 35.6 Ms. Leander's conduct, including her abuse of process activities, her impairment
12 of Ms. Campbell's Swedish Club membership and membership rights, her discrimination,
13 harassment and retaliatory actions against Ms. Campbell, her misrepresentations, and false
14 statements, caused damages to Ms. Campbell in an amount to be determined at trial.

15 **25. TWENTY-FIFTH CAUSE OF ACTION**
16 **TORTIOUS INTERFERENCE WITH AN EMPLOYMENT EXPECTANCY**
17 *Against Kristine Leander*

18 36.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

19 36.2 That at the time of the conduct at issue, Elizabeth Campbell had an employment
20 expectancy with a probability of future economic benefit for Ms. Campbell;

21 36.3 That Ms. Leander knew of the existence of that employment expectancy;

22 36.4 That Ms. Leander intentionally induced or caused the termination of the
23 employment expectancy;

24 36.5 That Leander's interference was for an improper purpose or by improper means;

25 36.6 That the conduct of Ms. Leander was a proximate cause of damages to Ms.
26 Campbell in an amount to be proven at trial.

1 **26. TWENTY-SIXTH CAUSE OF ACTION**
2 **TORT OF OUTRAGE (IIED)**
3 *Against Kristine Leander*

4 26.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

5 26.2 Ms. Leander's conduct as alleged above was extreme and outrageous.

6 26.3 Ms. Leander's intentionally caused Ms. Campbell emotional distress by
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26

 26.4 Ms. Leander's conduct was in her personal capacity and employment capacity,
 Ms. Leander's was aware of the extraordinary power imbalance between her, as the Swedish
 Club executive director, as an ex-officio member of the Board and all committees thereof,³²⁵ as
 the leader of the inner management and social circles of the Club, and Ms. Campbell, an
 employee, Club member, and private citizen. Ms. Leander exploited that imbalance to publicly
 humiliate, embarrass, and discredit Ms. Campbell for personal, work related, and membership
 related reasons.

 26.5 As a direct and proximate result of Ms. Leander's intentional actions, Ms.
 Campbell suffered legally compensable emotional distress damages.

 26.6 Ms. Leander's conduct, including her meddling in Ms. Campbell's private life,
 her abuse of process activities, her impairment of Ms. Campbell's Swedish Club membership
 and membership rights, her harassment, and retaliatory actions against Ms. Campbell as a
 member and as an employee, her misrepresentations, and false statements, caused damages to
 Ms. Campbell in an amount to be determined at trial.

27. TWENTY-SEVENTH CAUSE OF ACTION
 TORT OF OUTRAGE (NIED)
 Against Kristine Leander

 27.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

³²⁵ AMND. AND RESTATED BYLAWS OF THE SWED. CULT. CTR. ART. 3 § 3.15

1 27.2 Ms. Leander owed a duty to Ms. Campbell to act as a reasonable, prudent person.
2 This duty includes an obligation to act in a careful, lawful, and prudent manner and in full
3 compliance with applicable state and municipal law.

4 27.3 Ms. Leander’s conduct toward Ms. Campbell resulted in a breach of Ms.
5 Leander’s duty to act as a reasonable, prudent person.

6 27.4 Emotional distress was a field of danger that Ms. Leander should reasonably have
7 anticipated and guarded against.

8 27.5 Ms. Leander’s conduct, including her verbal and physical abuse of Ms. Campbell
9 her abuse of process activities, her false statements, and misrepresentations resulted in Ms.
10 Campbell suffering legally compensable emotional distress damages in an amount to be
11 determined at trial.

12 **28. TWENTY-EIGHTH CAUSE OF ACTION**
13 **INVASION OF PRIVACY (PUBLICITY GIVEN TO PRIVATE FACTS)**
14 *Against Gary Sund*

15 28.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

16 28.2 Mr. Sund has given publicity to matters concerning the private life of Ms.
17 Campbell that would be highly offensive to a reasonable person and are not of legitimate concern
18 to the public.

19 28.3 Mr. Sund publicized matters concerning Plaintiff’s private life with actual malice
20 or reckless disregard.

21 28.4 Mr. Sund failed to exercise reasonable care to avoid publicizing matters
22 concerning Ms. Campbell’s private life.

23 28.5 Mr. Sund’s invasion of Ms. Campbell’s privacy was not protected by privilege,
24 qualified or absolute.

25 28.6 Mr. Sund’s invasion of Ms. Campbell’s privacy caused Ms. Campbell to suffer
26 both harm to her reputation and emotional distress.

1 28.7 Mr. Sund’s conduct caused damages to Ms. Campbell in an amount to be
2 determined at trial.

3 **29. TWENTY-NINTH CAUSE OF ACTION**
4 **INVASION OF PRIVACY – FALSE LIGHT**
5 *Against Gary Sund*

6 29.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

7 29.2 Mr. Sund has given publicity to matters concerning Ms. Campbell that places her
8 before the public in a false light that would be highly offensive to a reasonable person.

9 29.3 Mr. Sund placed Ms. Campbell in a false light with actual malice or reckless
10 disregard.

11 29.4 Mr. Sund failed to exercise reasonable care to avoid placing Ms. Campbell in a
12 false light.

13 29.5 Mr. Sund’s invasion of Ms. Campbell’s privacy was not protected by privilege,
14 qualified or absolute.

15 29.6 Mr. Sund’s invasion of Ms. Campbell’s privacy caused Ms. Campbell to suffer
16 both harm to her reputation and emotional distress.

17 29.7 Mr. Sund’s conduct caused damages to Ms. Campbell in an amount to be
18 determined at trial.

19 **30. THIRTIETH CAUSE OF ACTION**
20 **DEFAMATION**
21 *Against Gary Sund*

22 30.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

23 30.2 Mr. Sund published statements about Ms. Campbell, including but not limited to
24 the statements he made on April 20, 2022, that were false, both explicitly and by implication.

25 30.3 Mr. Sund’s statements about Ms. Campbell were not protected by privilege,
26 qualified or absolute.

1 30.4 Mr. Sund’s conduct was in his personal capacity and in the capacity of the
2 president of the Swedish Club’s board of directors.

3 30.5 Mr. Sund made the false statements about Ms. Campbell with actual malice or
4 reckless disregard as to their truth.

5 30.6 Ms. Sund knew or should have known that her statements were false and failed
6 to exercise reasonable care to ascertain the true facts.

7 30.7 Mr. Sund’s statements were of a nature to—and did—expose Ms. Campbell to
8 contempt, ridicule, or obloquy, deprived her of the benefit of the fraternal solicitude and
9 confidence afforded by club membership, in her relations with her work colleagues, injured her
10 in her membership and employment at the Swedish Club, and in her business and social
11 intercourse within the greater Swedish and Scandinavian communities of Seattle.

12 30.8 Accordingly, Mr. Sund’s statements constitute defamation per se.

13 30.9 Mr. Sund’s conduct, his misrepresentations, and false statements, caused
14 damages to Ms. Campbell in an amount to be determined at trial.

15 **31. THIRTY-FIRST CAUSE OF ACTION**
16 **TORTIOUS INTERFERENCE WITH CONTRACT – MEMBERSHIP**
17 *Against Gary Sund*

18 31.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

19 31.2 That at the time of the conduct at issue, Elizabeth Campbell was a party to a valid
20 contract with the Swedish Club that established membership benefits, services, privileges,
21 expectations, and member rights and responsibilities;

22 31.3 That Mr. Sund knew of the existence of that contract;

23 31.4 That Mr. Sund intentionally induced or caused the Swedish Club/Swedish Club
24 Foundation to breach the contract with Ms. Campbell;

25 31.5 That Ms. Sund’s interference was for an improper purpose or by improper means;
26 and

1 31.6 Ms. Sund’s conduct, including his abuse of process activities, his impairment of
2 Ms. Campbell’s Swedish Club membership and membership rights, his support for
3 discrimination, harassment, and retaliatory actions against Ms. Campbell as an employee and as
4 a member, his misrepresentations, and false statements, caused damages to Ms. Campbell in an
5 amount to be determined at trial.

6 **32. THIRTY-SECOND CAUSE OF ACTION**
7 **TORTIOUS INTERFERENCE WITH AN EMPLOYMENT EXPECTANCY**
8 *Against Gary Sund*

9 32.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

10 32.2 That at the time of the conduct at issue, Elizabeth Campbell had an employment
11 expectancy with a probability of future economic benefit for Ms. Campbell;

12 32.3 That Mr. Sund knew of the existence of that employment expectancy;

13 32.4 That Mr. Sund intentionally induced or caused the termination of the employment
14 expectancy;

15 32.5 That Mr. Sund’s interference was for an improper purpose or by improper means;

16 32.6 That the conduct of Ms. Sund was a proximate cause of damages to Ms. Campbell
17 in an amount to be proven at trial.

18 **33. THIRTY-THIRD CAUSE OF ACTION**
19 **TORT OF OUTRAGE (IIED)**
20 *Against Gary Sund*

21 33.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

22 33.2 Ms. Sund’s conduct as alleged above was extreme and outrageous.

23 33.3 Ms. Sund intentionally caused Ms. Campbell emotional distress by subjecting her
24 public humiliation and embarrassment, contempt.

25 33.4 Mr. Sund’s conduct was in his personal capacity and in his Swedish Club
26 governance capacity, Mr. Sund was aware of the extraordinary power imbalance between him,
first as the President of the Swedish Club’s board of directors, then as an ex-officio member of

1 the Board, as a longtime member and leader in inner management and social circles of the Club,
2 and Ms. Campbell, an employee, Club member, and private citizen. Mr. Sund exploited that
3 imbalance to publicly humiliate, embarrass, and discredit Ms. Campbell for personal, work
4 related, and membership related reasons.

5 33.5 As a direct and proximate result of Mr. Sund's intentional actions, Ms. Campbell
6 suffered legally compensable emotional distress damages.

7 33.6 Mr. Sund's conduct, including his failure to lead the SCBOD to hold the then
8 executive director Ms. Leander in check in regards to her misanthropic treatment of Ms.
9 Campbell as an employee and a member, allowing her the latitude to meddle in Ms. Campbell's
10 private life, never curbing Ms. Leander's abuse of process activities, her impairment of Ms.
11 Campbell's Swedish Club membership and membership rights, her harassment, and retaliatory
12 actions against Ms. Campbell as a member and as an employee, Ms. Leander's
13 misrepresentations, and false statements, as well as Mr. Sund's abuse of process activities,
14 rigging a vote for board director, his impairment of Ms. Campbell's Swedish Club membership
15 and membership rights, his support for harassment and retaliatory actions against Ms. Campbell
16 as a member and as an employee, his misrepresentations, and false statements especially on April
17 20, 2022, caused damages to Ms. Campbell in an amount to be determined at trial.

18 **34. THIRTY-FOURTH CAUSE OF ACTION**
19 **TORT OF OUTRAGE (NIED)**
20 *Against Gary Sund*

21 34.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

22 34.2 Mr. Sund owed a duty to Ms. Campbell to act as a reasonable, prudent person.
23 This duty includes an obligation to act in a careful, lawful, and prudent manner and in full
24 compliance with applicable state and municipal law.

25 34.3 Mr. Sund's conduct toward Ms. Campbell resulted in a breach of Mr. Sund's duty
26 to act as a reasonable, prudent person.

1 34.4 Emotional distress was a field of danger that Mr. Sund should reasonably have
2 anticipated and guarded against.

3 34.5 Mr. Sund’s conduct, including her verbal and physical abuse of Ms. Campbell
4 her abuse of process activities, her false statements, and misrepresentations resulted in Ms.
5 Campbell suffering legally compensable emotional distress damages in an amount to be
6 determined at trial.

7 **35. THIRTY-FIFTH CAUSE OF ACTION**
8 **TORTIOUS INTERFERENCE WITH CONTRACT – MEMBERSHIP**
9 ***Against Elizabeth Norgren***

10 35.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

11 35.2 That at the time of the conduct at issue, Elizabeth Campbell was a party to a valid
12 contract with the Swedish Club that established membership benefits, services, privileges,
13 expectations, and member rights and responsibilities;

14 35.3 That Ms. Norgren knew of the existence of that contract;

15 35.4 That Ms. Norgren intentionally induced or caused the Swedish Club/Swedish
16 Club Foundation to breach the contract with Ms. Campbell;

17 35.5 That Ms. Leander’s interference was for an improper purpose or by improper
18 means; and

19 35.6 Ms. Norgren’s conduct, including her abuse of process activities, her impairment
20 of Ms. Campbell’s Swedish Club membership and membership rights, her discrimination,
21 harassment and retaliatory actions against Ms. Campbell, her misrepresentations, and false
22 statements, caused damages to Ms. Campbell in an amount to be determined at trial.

23 **36. THIRTY-SIXTH CAUSE OF ACTION**
24 **TORTIOUS INTERFERENCE WITH AN EMPLOYMENT EXPECTANCY**
25 ***Against Elizabeth Norgren***

26 36.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

1 36.2 That at the time of the conduct at issue, Elizabeth Campbell had an employment
2 expectancy with a probability of future economic benefit for Ms. Campbell;

3 36.3 That Ms. Norgren knew of the existence of that employment expectancy;

4 36.4 That Ms. Norgren intentionally induced or caused the termination of the
5 employment expectancy;

6 36.5 That Ms. Norgren's interference was for an improper purpose or by improper
7 means;

8 36.6 That the conduct of Ms. Norgren was a proximate cause of damages to Ms.
9 Campbell in an amount to be proven at trial.

10 **37. THIRTY-SEVENTH CAUSE OF ACTION**
11 **TORT OF OUTRAGE (IIED)**
12 ***Against Elizabeth Norgren***

13 37.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

14 37.2 Ms. Norgren's conduct as alleged above was extreme and outrageous.

15 37.3 Ms. Norgren's intentionally caused Ms. Campbell emotional distress by
16 subjecting her to public humiliation and embarrassment, contempt.

17 37.4 Ms. Norgren's conduct was in her personal capacity and employment capacity,
18 Ms. Norgren's was aware of the extraordinary power imbalance between her, as the Swedish
19 Club executive director, as the leader of the latest inner management and social circles of the
20 Club, and Ms. Campbell, an employee, Club member, and private citizen. Ms. Norgren exploited
21 that imbalance to publicly humiliate, embarrass, and discredit Ms. Campbell for personal, work
22 related, and membership related reasons.

23 37.5 As a direct and proximate result of Ms. Norgren's intentional actions, Ms.
24 Campbell suffered legally compensable emotional distress damages.

25 37.6 Ms. Norgren's conduct, including her meddling in Ms. Campbell's private life,
26 her abuse of process activities, her impairment of Ms. Campbell's Swedish Club membership

1 and membership rights, her harassment, and retaliatory actions against Ms. Campbell as a
2 member and as an employee, her misrepresentations, and false statements, caused damages to
3 Ms. Campbell in an amount to be determined at trial.

4 **38. THIRTY-EIGHTH CAUSE OF ACTION**
5 **TORT OF OUTRAGE (NIED)**
6 ***Against Elizabeth Norgren***

7 38.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

8 38.2 Ms. Norgren owed a duty to Ms. Campbell to act as a reasonable, prudent person.
9 This duty includes an obligation to act in a careful, lawful, and prudent manner and in full
10 compliance with applicable state and municipal law.

11 38.3 Ms. Norgren's conduct toward Ms. Campbell resulted in a breach of Mr. Sund's
12 duty to act as a reasonable, prudent person.

13 38.4 Emotional distress was a field of danger that Ms. Norgren should reasonably have
14 anticipated and guarded against.

15 38.5 Ms. Norgren's conduct, including her verbal and physical abuse of Ms. Campbell
16 her abuse of process activities, her false statements, and misrepresentations resulted in Ms.
17 Campbell suffering legally compensable emotional distress damages in an amount to be
18 determined at trial.

19 **39. THIRTY-NINTH CAUSE OF ACTION**
20 **INVASION OF PRIVACY (PUBLICITY GIVEN TO PRIVATE FACTS)**
21 ***Against Lars Matthiesen***

22 39.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

23 39.2 Mr. Matthiesen has given publicity to matters concerning the private life of Ms.
24 Campbell that would be highly offensive to a reasonable person and are not of legitimate concern
25 to the public.

26 39.3 Mr. Matthiesen publicized matters concerning Ms. Campbell's private life with
actual malice or reckless disregard.

1 39.4 Mr. Matthiesen failed to exercise reasonable care to avoid publicizing matters
2 concerning Ms. Campbell’s private life.

3 39.5 Mr. Matthiesen’s invasion of Ms. Campbell’s privacy was not protected by
4 privilege, qualified or absolute.

5 39.6 Mr. Matthiesen’s invasion of Ms. Campbell’s privacy caused Ms. Campbell to
6 suffer both harm to her reputation and emotional distress.

7 39.7 Mr. Matthiesen’s conduct caused damages to Ms. Campbell in an amount to be
8 determined at trial.

9 **40. FORTIETH CAUSE OF ACTION**
10 **INVASION OF PRIVACY – FALSE LIGHT**
11 ***Against Lars Matthiesen***

12 40.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

13 40.2 Mr. Matthiesen has given publicity to a matter concerning Ms. Campbell that
14 places her before the public in a false light that would be highly offensive to a reasonable person.

15 40.3 Mr. Matthiesen placed Ms. Campbell in a false light with actual malice or reckless
16 disregard.

17 40.4 Mr. Matthiesen failed to exercise reasonable care to avoid placing Ms. Campbell
18 in a false light.

19 40.5 Mr. Matthiesen’s invasion of Ms. Campbell’s privacy was not protected by
20 privilege, qualified or absolute.

21 40.6 Mr. Matthiesen’s invasion of Ms. Campbell’s privacy caused Ms. Campbell to
22 suffer both harm to her reputation and emotional distress.

23 40.7 Mr. Matthiesen’s conduct caused damages to Ms. Campbell in an amount to be
24 determined at trial.

25 **41. FORTY-FIRST CAUSE OF ACTION**
26 **DEFAMATION**
 Against Lars Matthiesen

1 41.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

2 41.2 Mr. Matthiesen published statements about Ms. Campbell, including but not
3 limited to the statements he made on December 17, 2021, that were literally and substantially
4 false, both explicitly and by implication.

5 41.3 Mr. Matthiesen's statements about Ms. Campbell were not protected by privilege,
6 qualified or absolute.

7 41.4 Mr. Matthiesen's conduct was in his personal capacity and in the capacity of a
8 member of the Swedish Club.

9 41.5 Mr. Matthiesen made the false statements about Ms. Campbell with actual malice
10 or reckless disregard as to their truth.

11 41.6 Mr. Matthiesen knew or should have known that her statements were false and
12 failed to exercise reasonable care to ascertain the true facts.

13 41.7 Mr. Matthiesen statements were of a nature to—and did—expose Ms. Campbell
14 to contempt, ridicule, or obloquy, deprived her of the benefit of the fraternal solicitude and
15 confidence afforded by club membership, in her relations with her work colleagues, injured her
16 in her membership and employment at the Swedish Club, and in her business and social
17 intercourse within the greater Swedish and Scandinavian communities of Seattle.

18 41.8 Accordingly, Mr. Matthiesen's statements constitute defamation per se.

19 41.9 Mr. Matthiesen's conduct, his misrepresentations, and false statements, caused
20 damage to Ms. Campbell in an amount to be determined at trial.

21 **42. FORTY-SECOND CAUSE OF ACTION**
22 **TORTIOUS INTERFERENCE WITH CONTRACT – MEMBERSHIP**
23 ***Against Lars Matthiesen***

24 42.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.
25
26

1 42.2 That at the time of the conduct at issue, Elizabeth Campbell was a party to a valid
2 contract with the Swedish Club that established membership benefits, services, privileges,
3 expectations, and member rights and responsibilities;

4 42.3 That Mr. Matthiesen knew of the existence of that contract;

5 42.4 That Mr. Matthiesen intentionally induced or caused the Swedish Club/Swedish
6 Club Foundation to breach the contract with Ms. Campbell;

7 42.5 That Mr. Matthiesen's interference was for an improper purpose or by improper
8 means; and

9 42.6 Mr. Matthiesen's conduct, including but not limited to his outrageous display of
10 pique against Ms. Campbell, his conspiracy against Ms. Campbell's Swedish Club membership
11 and membership rights, his engagement and support for harassing, and retaliatory actions against
12 Ms. Campbell as an employee and as a member, his misrepresentations, and false statements,
13 caused damages to Ms. Campbell in an amount to be determined at trial.

14 **43. FORTY-THIRD CAUSE OF ACTION**
15 **TORTIOUS INTERFERENCE WITH AN EMPLOYMENT EXPECTANCY**
16 *Against Lars Matthiesen*

17 43.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

18 43.2 That at the time of the conduct at issue, Elizabeth Campbell had an employment
19 expectancy with a probability of future economic benefit for Ms. Campbell;

20 43.3 That Mr. Matthiesen knew of the existence of that employment expectancy;

21 43.4 That Mr. Matthiesen intentionally induced or caused the termination of the
22 employment expectancy;

23 43.5 That Mr. Matthiesen's interference was for an improper purpose or by improper
24 means;

25 43.6 That the conduct of Mr. Matthiesen was a proximate cause of damages to Ms.
26 Campbell in an amount to be proven at trial.

1 **44. FORTY-FOURTH CAUSE OF ACTION**
2 **TORT OF OUTRAGE (IIED)**
3 *Against Lars Matthiesen*

4 44.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

5 44.2 Mr. Matthiesen’s conduct as alleged above was extreme and outrageous.

6 44.3 Mr. Matthiesen intentionally caused Ms. Campbell emotional distress by
7 subjecting her public humiliation and embarrassment, contempt.

8 44.4 Mr. Matthiesen’s conduct was in his personal capacity and in his Swedish Club
9 governance capacity, Mr. Matthiesen was aware of the extraordinary power imbalance between
10 him, a longtime member and leader in inner management and social circles of the Club, and Ms.
11 Campbell, an employee, Club member, and private citizen. Mr. Matthiesen exploited that
12 imbalance to publicly humiliate, embarrass, and discredit Ms. Campbell for personal, work
13 related, and membership related reasons.

14 44.5 As a direct and proximate result of Mr. Matthiesen’s intentional actions, Ms.
15 Campbell suffered legally compensable emotional distress damages.

16 44.6 Mr. Matthiesen’s conduct, his misanthropic treatment of Ms. Campbell as a
17 member, his harassment, and retaliatory schemes against Ms. Campbell as a member and as an
18 employee, his misrepresentations, and false statements, caused damages to Ms. Campbell in an
19 amount to be determined at trial.

20 **45. FORTY-FIFTH CAUSE OF ACTION**
21 **TORT OF OUTRAGE (NIED)**
22 *Against Lars Matthiesen*

23 45.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

24 45.2 Mr. Matthiesen owed a duty to Ms. Campbell to act as a reasonable, prudent
25 person. This duty includes an obligation to act in a careful, lawful, and prudent manner and in
26 full compliance with applicable law.

1 45.3 Mr. Matthiesen's conduct toward Ms. Campbell resulted in a breach of Mr.
2 Matthiesen's duties to act as reasonable, prudent person.

3 45.4 Emotional distress was a field of danger that Mr. Matthiesen should reasonably
4 have anticipated and guarded against.

5 45.5 As a result of Defendants' breach of their duties, Ms. Campbell suffered legally
6 compensable emotional distress damages in an amount that will be determined at trial.

7 **46. FORTY-SIXTH CAUSE OF ACTION**
8 **INVASION OF PRIVACY (PUBLICITY GIVEN TO PRIVATE FACTS)**
9 *Against Sarah Alaimo, Lane Powell PC, and Priva Vivian*

10 46.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

11 46.2 Ms. Alaimo has given publicity to matters concerning the private life of Ms.
12 Campbell that would be highly offensive to a reasonable person and are not of legitimate concern
13 to the public.

14 46.3 Ms. Alaimo publicized matters concerning Ms. Campbell's private life with
15 actual malice or reckless disregard.

16 46.4 Ms. Alaimo failed to exercise reasonable care to avoid publicizing matters
17 concerning Ms. Campbell's private life.

18 46.5 Ms. Alaimo's invasion of Ms. Campbell's privacy was not protected by privilege,
19 qualified or absolute.

20 46.6 Ms. Alaimo's invasion of Ms. Campbell's privacy caused Ms. Campbell to suffer
21 both harm to her reputation and emotional distress.

22 46.7 Ms. Alaimo's conduct caused damages to Ms. Campbell in an amount to be
23 determined at trial.

24 **47. FORTY-SEVENTH CAUSE OF ACTION**
25 **INVASION OF PRIVACY – FALSE LIGHT**
26 *Against Sarah Alaimo, Lane Powell PC, and Priva Vivian*

47.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

1 47.2 Ms. Alaimo has given publicity to matters concerning Ms. Campbell that places
2 her before the public in a false light that would be highly offensive to a reasonable person.

3 47.3 Ms. Alaimo placed Ms. Campbell in a false light with actual malice or reckless
4 disregard.

5 47.4 Ms. Alaimo failed to exercise reasonable care to avoid placing Ms. Campbell in
6 a false light.

7 47.5 Ms. Alaimo's invasion of Ms. Campbell's privacy was not protected by privilege,
8 qualified or absolute.

9 47.6 Ms. Alaimo's invasion of Ms. Campbell's privacy caused Ms. Campbell to suffer
10 both harm to her reputation and emotional distress.

11 47.7 Ms. Alaimo's conduct caused damages to Ms. Campbell in an amount to be
12 determined at trial.

13 **48. FORTY-EIGHTH CAUSE OF ACTION**
14 **DEFAMATION**

15 *Against Sarah Alaimo, Lane Powell PC, and Priva Vivian*

16 48.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

17 48.2 Ms. Alaimo published statements about Ms. Campbell, including but not limited
18 to the statements she made on March 9, 2023, that were literally and substantially false, both
19 explicitly and by implication.

20 48.3 Ms. Alaimo's statements about Ms. Campbell were not protected by privilege,
21 qualified or absolute.

22 48.4 Ms. Alaimo's conduct was in his personal capacity and in the capacity of a
23 member of the Swedish Club.

24 48.5 Ms. Alaimo made the false statements about Ms. Campbell with actual malice or
25 reckless disregard as to their truth.
26

1 48.6 Ms. Alaimo knew or should have known that her statements were false and failed
2 to exercise reasonable care to ascertain the true facts.

3 48.7 Ms. Alaimo statements were of a nature to—and did—expose Ms. Campbell to
4 contempt, ridicule, or obloquy, deprived her of the benefit of the fraternal solicitude and
5 confidence afforded by club membership, in her relations with her work colleagues, injured her
6 in her membership and employment at the Swedish Club, and in her business and social
7 intercourse within the greater Swedish and Scandinavian communities of Seattle.

8 48.8 Accordingly, Ms. Alaimo’s statements constitute defamation per se.

9 48.9 Ms. Alaimo’s conduct, her misrepresentations, and false statements, caused
10 damage to Ms. Campbell in an amount to be determined at trial.

11 **49. FORTY-NINTH CAUSE OF ACTION**
12 **TORTIOUS INTERFERENCE WITH AN EMPLOYMENT EXPECTANCY**
13 *Against Great American Insurance Agency Inc.,*
14 *Lane Powell PC, Priya Vivian, and Sarah Alaimo*

14 49.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

15 49.2 That at the time of the conduct at issue, Elizabeth Campbell had an employment
16 expectancy with a probability of future economic benefit for Ms. Campbell;

17 49.3 That Defendants knew of the existence of that employment expectancy;

18 49.4 That Defendants intentionally induced or caused the termination of the
19 employment expectancy;

20 49.5 That Defendants’ interference was for an improper purpose or by improper
21 means;

22 48.10 That the conduct of Defendants was a proximate cause of damages to Ms.
23 Campbell in an amount to be determined at trial.

24 **50. FIFTIETH CAUSE OF ACTION**
25 **TORTIOUS INTERFERENCE WITH CONTRACT – MEMBERSHIP**
26 *Against Great American Insurance Agency Inc., Lane Powell PC,*
Priya Vivian, and Sarah Alaimo

1 50.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

2 50.2 That at the time of the conduct at issue, Elizabeth Campbell was a party to a
3 valid contract with the Swedish Club that established the membership benefits, services,
4 privileges, expectations, and member rights and responsibilities with the Swedish Club;

5 50.3 That Defendants knew of the existence of that contract;

6 50.4 That Ms. Leander intentionally induced or caused the Swedish Club to breach
7 the contract with Ms. Campbell and caused Ms. Campbell to lose the full enjoyment of her
8 membership;

9 50.5 That Defendant's interference was for an improper purpose or by improper
10 means; and

11 50.6 That the conduct of Defendants was a proximate cause of damages to Ms.
12 Campbell in an amount to be proven at trial.

13 **51. FIFTY-FIRST CAUSE OF ACTION**
14 **AIDING AND ABBETTING**

15 ***Against Great American Insurance Agency, Inc., Lane Powell PC,***
16 ***Priya Vivian, and Sarah Alaimo***

17 51.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

18 51.2 Each Defendant provided substantial assistance or encouragement to the other
19 Defendants in committing the primary causes of action alleged herein and did so with unlawful
20 intent and knowledge that such parties were perpetuating illegal discrimination and intentional
21 torts, negligent torts, schemes yet continued and are continuing to substantially assist or
22 encourage those acts and activities;

23 51.3 Defendants rendered this substantial assistance despite their knowledge that the
24 Swedish Club's actions against Ms. Campbell, the discriminatory activity against her, the hostile
25 environment it maintained, the retaliatory activity against Ms. Campbell, the defamation of her,
26 the impairment of Ms. Campbell's membership contract constituted an unlawful, unfair,

1 deceptive and unsustainable scheme of unlawful practices under Washington State and City of
2 Seattle law.

3 51.4 Such substantial assistance rendered by Defendants despite their knowledge of
4 the illegal nature of the Swedish Club defendants', employees', and board, is detailed above and
5 each and every action taken by the Defendants enumerated above as substantial assistance is
6 explicitly incorporated by reference.

7 51.5 By each Defendant's actions participating in the the employment related and
8 membership related acts as alleged above, each said Defendant aided and abetted the commission
9 of the causes of action alleged herein.

10 51.6 As a direct and proximate result of Defendants' schemes and all the activities
11 performed in connection therewith, to which Defendants provided substantial assistance, Ms.
12 Campbell sustained damages and losses in an amount to be proven at trial.

13 **52. FIFTY-SECOND CAUSE OF ACTION**
14 **NEGLIGENT RETENTION OF SHARON LUCAS**
15 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund,*
16 *Albright, Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson,*
17 *Faino, Alaimo, Vivian, and Lane Powell PC*

18 52.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

19 52.2 Ms. Campbell was harmed by Ms. Lucas and therefore, the Defendants are
20 responsible for that harm because Employers negligently hired, supervised, and/or retained Ms.
21 Lucas.

22 52.3 Defendants hired Ms. Lucas as a strategic advisor, consultant to the executive
23 director and to the SCBOD.

24 52.4 Ms. Lucas became unfit or incompetent to perform the work for which she was
25 hired to do as an agent for the Defendants' because she has a high tendency to engage
26 aggressively with others who she is in charge of or works with and cannot control her tendency
to engage in an overbearing, emotionally, and even physically abusive manner.

1 52.5 Defendants knew or should have known that Ms. Lucas was or became unfit or
2 incompetent to execute her job duties and that this unfitness or incompetence as a strategic
3 advisor, confidante, and consultant to the Board and executive director created a particular risk
4 of emotional or physical injury to others. Ms. Lucas's unfitness harmed Ms. Campbell.

5 52.6 The Defendants' negligence in retaining Ms. Lucas was a substantial factor in
6 causing Ms. Campbell's harm.

7 52.7 The acts and/or omissions of Defendants caused Ms. Campbell to suffer harm and
8 economic damages, according to proof at trial, and Ms. Campbell is informed and believes that
9 she may incur damages in the future for the cost of future care, in amounts to be determined at
10 trial.

11 52.8 In committing the acts and/or omissions alleged, Defendants, and each of them,
12 have been guilty of malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of
13 punitive damages against those defendants, and each of them in amounts to be determined at
14 trial.

15 **53. FIFTY-THIRD CAUSE OF ACTION**
16 **NEGLIGENT SUPERVISION OF SHARON LUCAS**

17 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund,*
18 *Albright, Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson,*
19 *Faino, Alaimo, Vivan, and Lane Powell PC*

20 53.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

21 53.2 Ms. Campbell was harmed by Ms. Lucas and therefore, the Defendants are
22 responsible for that harm because Defendants negligently hired, supervised, and/or retained Ms.
23 Lucas.

24 53.3 Defendants hired Ms. Lucas as a strategic advisor, consultant to the executive
25 director and to the SCBOD.

26 53.4 Ms. Lucas became unfit or incompetent to perform the work for which she was
hired to do as an agent for the Defendants' because she has a high tendency to engage

1 aggressively with others who she is in charge of or works with and cannot control her tendency
2 to engage in an overbearing, emotionally, and even physically abusive manner.

3 53.5 Defendants knew or should have known that Ms. Lucas was or became unfit or
4 incompetent to execute her job duties and that this unfitness or incompetence as a strategic
5 advisor, confidante, and consultant to the Board and executive director created a particular risk
6 of emotional or physical injury to others. Ms. Lucas's unfitness harmed Ms. Campbell.

7 53.6 The Defendants' negligence in hiring, supervising and/or retaining Ms. Lucas
8 was a substantial factor in causing Ms. Campbell's harm.

9 53.7 The acts and/or omissions of Defendants, and each of them, caused Ms. Campbell
10 to suffer harm and economic damages, according to proof at trial, and Ms. Campbell is informed
11 and believes that she may incur damages in the future for the cost of future care, in amounts to
12 be determined at trial.

13 53.8 In committing the acts and/or omissions alleged, Defendants, and each of them,
14 have been guilty of malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of
15 punitive damages against those defendants, and each of them in amounts to be determined at
16 trial.

17 **54. FIFTY-FOURTH CAUSE OF ACTION**
18 **VICARIOUS LIABILITY – SHARON LUCAS**

19 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
20 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
21 *Alaimo, Vivian, and Lane Powell PC*

22 54.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

23 54.2 An employer is responsible for harm caused by the wrongful conduct of its
24 employees while acting within the scope of their employment. Ms. Campbell was harmed by
25 Ms. Lucas's acts including battery, assault, defamation, tortious interference with employment
26 and membership expectations, and the tort of outrage against Ms. Campbell.

1 54.3 Ms. Campbell also claims that the Defendants/Employers are responsible for the
2 harm because Ms. Lucas was acting as their employee or agent when the incidents occurred.

3 54.4 Ms. Lucas was acting within the scope of her agency because providing
4 leadership and training services to the board of a nonprofit social club is reasonably related to
5 the kinds of tasks that Ms. Lucas was employed to perform for her employers.

6 54.5 Further, Ms. Lucas facilitating and moderating a training session at the social club
7 is reasonably foreseeable in light of the employers' business or Ms. Luca's job responsibilities
8 as a training coordinator, especially considering Ms. Lucas has a provided those services to her
9 Employers before.

10 54.6 The acts and/or omissions of Defendants, and each of them, caused Ms. Campbell
11 to suffer harm and economic damages, for the cost of medical, psychological and/or psychiatric
12 treatment, and Ms. Campbell is informed and believes that she may incur damages in the future
13 for the cost of future care, in amounts according to proof at trial.

14 54.7 In committing the acts and/or omissions alleged, Defendants, and each of them,
15 have been guilty of malice, fraud, or oppression, and therefore, Ms. Campbell seeks an award of
16 punitive damages against Defendants, and each of them, according to proof at trial.

17 **55. TWELFTH CAUSE OF ACTION**
18 **NEGLIGENCE, PREMISES LIABILITY – SHARON LUCAS**
19 ***Against the Swedish Club, Swedish Club Foundation***

20 55.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

21 55.2 Ms. Campbell was harmed because of the way the Swedish Club managed its
22 property.

23 55.3 The Swedish Club owns the property located at 1920 Dexter Avenue North,
24 Seattle, Washington.

1 55.4 The Swedish Club was negligent in the use or maintenance of the property
2 because the Swedish Club owed a duty to exercise reasonable care to Ms. Campbell, an invitee,
3 and failed to use reasonable care to keep the property in a reasonably safe condition.

4 55.5 Further, the Swedish Club failed to use reasonable care to discover any unsafe
5 conditions and to give adequate warning of anything that could be reasonably expected to harm
6 others.

7 55.6 Specifically, the Swedish Club knew or should have known that Ms. Lucas is an
8 emotionally unstable woman and is given to bullying, harassing, emotionally and physically
9 accosting employees, volunteers, and members of the Swedish Club, and that she comes to the
10 property on a regular basis to work, volunteer, and socialize.

11 55.7 The Swedish Club could prevent or protect its employees, volunteers, members,
12 or invitees by performing background checks, listening to complaints, providing training to
13 handle workplace violence, and by screening out or reviewing employee's behavior and
14 terminating their employment. Ms. Lucas can and did cause Ms. Campbell to be fearful, she
15 physically assaulted Ms. Campbell.

16 The Swedish Club could prevent or protect the risk of serious to its employees, members,
17 or volunteers with the use of additional security features, such as video cameras or more staff in
18 the work and social areas in order to keep observe and track persons on the premises and to
19 record their activities for possible future use in the case of workplace, premises disputes and the
20 like.

21 55.8 The Swedish Club knows of Ms. Lucas's reputation as a bully, as an overbearing
22 individual, and her history of inflicting emotional abuse on others at the Swedish Club.

23 55.9 Ms. Campbell suffered pain, fear, humiliation, embarrassment, and as a result
24 was harmed by Ms. Lucas's actions; and

25 55.10 The Swedish Club's negligence was a substantial factor in causing Ms.
26 Campbell's harm.

1 55.11 The acts and/or omissions of Defendants Swedish Club, Swedish Club
2 Foundation, and Defendants Sund, Albright, Smith, Emerson, Odderson, Miller, Snyder, K.
3 Johansson, M. Johansson, Faino, and Lane Powell PC caused Ms. Campbell to suffer harm and
4 economic damages for the cost of mental health treatment, and Ms. Campbell is informed and
5 believes that she may incur damages in the future for the cost of future care, in amounts according
6 to proof at trial.

7 55.12 In committing the acts and/or omissions alleged, Defendants, each of them, have
8 been guilty of malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of
9 punitive damages against Defendants Swedish Club, Swedish Club Foundation, and Defendants
10 Sund, Albright, Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,
11 and Lane Powell PC, and each of them in amounts to be determined at trial.

12 **56. FIFTY-SIXTH CAUSE OF ACTION**
13 **NEGLIGENT RETENTION – KRISTINE LEANDER**
14 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
15 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
16 *Alaimo, Vivian, and Lane Powell PC*

17 56.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

18 56.2 Ms. Campbell was harmed by Ms. Leander and therefore, the Defendants are
19 responsible for that harm because Defendants negligently hired, supervised, and/or retained Ms.
20 Leander.

21 56.3 Employers hired Ms. Leander as the executive director to manage the business
22 and affairs of the Swedish Club; not to regulate the members of the Swedish Club.

23 56.4 Ms. Leander became unfit or incompetent to perform the work for which she was
24 hired to do as an agent for the Defendants because she has a high tendency to engage aggressively
25 with others who she is in charge of or works with and cannot control her tendency to engage in
26 an overbearing, emotionally abusive manner; and even tacitly or otherwise approving of others
under her influence or supervision engaging in an emotionally abusive manner also.

1 56.5 Employers knew or should have known that Ms. Leander was or became unfit or
2 incompetent to execute her job duties and that this unfitness or incompetence as executive
3 director created a particular risk of emotional injury to others. Ms. Leander’s unfitness harmed
4 Ms. Campbell.

5 56.6 The Defendants’ negligence in retaining Ms. Leander was a substantial factor in
6 causing Ms. Campbell’s harm.

7 56.7 The acts and/or omissions of Defendants caused Ms. Campbell to suffer harm and
8 economic damages, according to proof at trial, and Ms. Campbell is informed and believes that
9 she may incur damages in the future for the cost of future care, in amounts to be determined at
10 trial.

11 56.8 In committing the acts and/or omissions alleged, Defendants have been guilty of
12 malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of punitive damages
13 against those defendants, and each` of them in amounts to be determined at trial.

14 **57. FIFTY-SEVENTH CAUSE OF ACTION**
15 **NEGLIGENT SUPERVISION – KRISTINE LEANDER**
16 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
17 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino, Alaimo,*
18 *Vivian, and Lane Powell PC*

19 57.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

20 57.2 Ms. Campbell was harmed by Ms. Leander and therefore, the Defendants, and
21 each of them, are responsible for that harm because Defendants negligently hired, supervised,
22 and/or retained Ms. Leander.

23 57.3 Employers hired Ms. Leander as the executive director to manage the business
24 and affairs of the Swedish Club; not to regulate the members of the Swedish Club.

25 57.4 Ms. Leander became unfit or incompetent to perform the work for which she was
26 hired to do as an agent for the Defendants because she has a high tendency to engage aggressively
with others who she is in charge of or works with and cannot control her tendency to engage in

1 an discriminatory, emotionally abusive manner; and even tacitly or otherwise approves of
2 discrimination, and emotional abuse by others that she has influence or supervisory authority
3 over.

4 57.5 Defendants, and each of them, knew or should have known that Ms. Leander was
5 or became unfit or incompetent to execute her job duties and that this unfitness or incompetence
6 as the executive director created a particular risk of emotional or physical injury to others. Ms.
7 Leander's unfitness harmed Ms. Campbell.

8 57.6 The Defendants' negligent supervision Ms. Leander was a substantial factor in
9 causing Ms. Campbell's harm.

10 57.7 The acts and/or omissions of Defendants caused Ms. Campbell to suffer harm and
11 economic damages, according to proof at trial, and Ms. Campbell is informed and believes that
12 she may incur damages in the future for the cost of future care, in amounts to be determined at
13 trial.

14 57.8 In committing the acts and/or omissions alleged, Defendants have been guilty of
15 malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of punitive damages
16 against those defendants, and each` of them in amounts to be determined at trial.

17 **58. FIFTY-EIGHTH CAUSE OF ACTION**
18 **VICARIOUS LIABILITY – KRISTINE LEANDER**
19 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
20 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
21 *Alaimo, Vivian, and Lane Powell PC*

22 58.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

23 58.2 An employer is responsible for harm caused by the wrongful conduct of its
24 employees while acting within the scope of their employment. Ms. Campbell was harmed by
25 Ms. Leander's acts including discrimination, retaliation, defamation, tortious interference with
26 Ms. Campbell's employment expectations, and membership contract, and the tort of outrage
against Ms. Campbell.

1 58.3 Ms. Campbell also claims that Swedish Club, SCF ("Employers") are responsible
2 for the harm because Ms. Leander was acting as their employee or agent when the incidents
3 occurred.

4 58.4 Ms. Leander was acting within the scope of her agency because acting as the
5 executive director is reasonably related to the kinds of tasks that Ms. Leander was employed to
6 perform for her Employers.

7 58.5 Further, Ms. Leander acting as the executive director is reasonably foreseeable in
8 light of the Employers' business or Ms. Leander's job responsibilities as the executive director.

9 58.6 The acts and/or omissions of Defendants, and each of them, caused Ms. Campbell
10 to suffer harm and economic damages, for the cost of medical, psychological and/or psychiatric
11 treatment, and Ms. Campbell is informed and believes that she may incur damages in the future
12 for the cost of future care, in amounts according to proof at trial.

13 58.7 In committing the acts and/or omissions alleged, Defendants, and each of them,
14 have been guilty of malice, fraud, or oppression, and therefore, Ms. Campbell seeks an award of
15 punitive damages against Defendants, and each of them, according to proof at trial.

16 **59. FIFTY-NINTH CAUSE OF ACTION**
17 **NEGLIGENT HIRING - SARAH ALAIMO**
18 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
19 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
20 *Vivian, and Lane Powell PC*

21 59.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

22 59.2 Ms. Campbell was harmed by Ms. Alaimo when her employment was terminated
23 and her membership was impaired by Ms. Alaimo, and therefore, the Defendants are responsible
24 for that harm because Defendants negligently hired Ms. Alaimo.

25 59.3 Ms. Alaimo was hired by defendant Ms. Leander to both work for the Swedish
26 Club as an alleged HR director, and by Lane Powell to be their agent against their client; not to
regulate the members of the Swedish Club.

1 59.4 Ms. Alaimo became unfit or incompetent to perform the work for which she was
2 hired to do as HR director because she has a high tendency to engage in retaliatory, hostile
3 environment schemes, as well as supports her employers at the expense of the employee who
4 work for them.

5 59.5 Defendants knew or should have known that Ms. Alaimo was or became unfit or
6 incompetent to execute her job duties, and that this unfitness or incompetence as an HR director
7 created a particular risk of establishing a hostile environment in the Swedish Club workplace,
8 and causing emotional, or mental injury to others.

9 59.6 Ms. Alaimo's unfitness harmed Ms. Campbell and Defendants' negligence in
10 hiring, supervising and/or retaining Ms. Alaimo was a substantial factor in causing Ms.
11 Campbell's harm.

12 59.7 The acts and/or omissions of Defendants, and each of them, caused Ms. Campbell
13 to suffer harm and economic damages, for the cost of psychological and/or psychiatric treatment,
14 and Ms. Campbell is informed and believes that she may incur damages in the future for the cost
15 of future care, in amounts according to proof at trial.

16 59.8 In committing the acts and/or omissions alleged, Defendants, and each of them,
17 have been guilty of malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of
18 punitive damages against Defendants, and each of them, according to proof at trial.

19 59.9 The Defendants are responsible for the harm to Ms. Campbell because they
20 negligently hired Ms. Alaimo.

21 **60. SIXTIETH CAUSE OF ACTION**
22 **NEGLIGENT SUPERVISION OF SARAH ALAIMO**
23 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
24 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
25 *Vivian, and Lane Powell PC*

26 43.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

1 43.2 Ms. Campbell was harmed by Ms. Alaimo and therefore, the Defendants, her
2 employers, are responsible for that harm because Defendants negligently hired, supervised,
3 and/or retained Ms. Alaimo.

4 43.3 Employers hired Ms. Alaimo as an HR director.

5 43.4 Ms. Alaimo became unfit or incompetent to perform the work for which she was
6 hired to do as an agent for the Employers' because she has a high tendency to engage
7 aggressively with others who she is in charge of or works with and cannot control her tendency
8 to engage in an overbearing, emotionally, and even physically abusive manner.

9 43.5 Defendants knew or should have known that Ms. Alaimo was or became unfit or
10 incompetent to execute her job duties and that this unfitness or incompetence as an HR director
11 created a particular risk of economic, emotional, or physical injury to others. Ms. Alaimo's
12 unfitness harmed Ms. Campbell.

13 43.6 The Defendants' negligence in supervising Ms. Alaimo was a substantial factor
14 in causing Ms. Campbell's harm.

15 43.7 The acts and/or omissions of Defendants, and each of them, caused Ms. Campbell
16 to suffer harm and economic damages, according to proof at trial, and Ms. Campbell is informed
17 and believes that she may incur damages in the future for the cost of future care, in amounts to
18 be determined at trial.

19 43.8 In committing the acts and/or omissions alleged, Defendants, and each of them,
20 have been guilty of malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of
21 punitive damages against those defendants, and each` of them in amounts to be determined at
22 trial.

23 **61. SIXTY-FIRST CAUSE OF ACTION**
24 **NEGLIGENT RETENTION OF SARAH ALAIMO**
25 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
26 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
Vivian, and Lane Powell PC

1 61.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

2 61.2 Ms. Campbell was harmed by Ms. Alaimo and therefore, the Defendants are
3 responsible for that harm because Defendants negligently hired, supervised, and/or retained Ms.
4 Alaimo.

5 61.3 Defendants hired Ms. Alaimo as an HR director.

6 61.4 Ms. Alaimo became unfit or incompetent to perform the work for which she was
7 hired to do as an agent for the Defendants' because she has a high tendency to engage
8 aggressively with others who she is in charge of or works with and cannot control her tendency
9 to engage in an undermining, emotionally abusive, and even cruel manner towards employees
10 and members.

11 61.5 Defendants knew or should have known that Ms. Alaimo was or became unfit or
12 incompetent to execute her job duties and that this unfitness or incompetence as an HR director
13 created a particular risk of economic and emotional injury to others. Ms. Alaimo's unfitness
14 harmed Ms. Campbell.

15 61.6 The Defendants' negligence in hiring, supervising and/or retaining Ms. Alaimo
16 was a substantial factor in causing Ms. Campbell's harm.

17 61.7 The acts and/or omissions of Defendants, and each of them, caused Ms. Campbell
18 to suffer harm and economic damages, according to proof at trial, and Ms. Campbell is informed
19 and believes that she may incur damages in the future for the cost of future care, in amounts to
20 be determined at trial.

21 61.8 In committing the acts and/or omissions alleged, Defendants, and each of them,
22 have been guilty of malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of
23 punitive damages against those defendants, and each` of them in amounts to be determined at
24 trial.

25 **62. SIXTY-SECOND CAUSE OF ACTION**
26 **VICARIOUS LIABILITY – SARAH ALAIMO**

1 ***Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,***
2 ***Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,***
3 ***Vivian, and Lane Powell PC***

4 62.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

5 62.2 An employer is responsible for harm caused by the wrongful conduct of its
6 employees while acting within the scope of their employment. Ms. Campbell was harmed by
7 Ms. Alaimo's acts including retaliation, defamation, and the tort of outrage against Ms.
8 Campbell.

9 62.3 Ms. Campbell also claims that the Defendants are responsible for the harm
10 because Ms. Alaimo was acting as their employee or agent when the incidents occurred.

11 62.4 Ms. Alaimo was acting within the scope of her agency because providing intel to
12 both of her employers, crafting scenarios to retaliate against or terminate employees, is
13 reasonably related to the kinds of tasks that Ms. Alaimo was employed to perform for her
14 employers, the Defendants.

15 62.5 The acts and/or omissions of Defendants, and each of them, caused Ms. Campbell
16 to suffer harm and economic damages, for the cost of psychological and/or psychiatric treatment,
17 and Ms. Campbell is informed and believes that she may incur damages in the future for the cost
18 of future care, in amounts according to proof at trial.

19 62.6 In committing the acts and/or omissions alleged, Defendants, and each of them,
20 have been guilty of malice, fraud, or oppression, and therefore, Ms. Campbell seeks an award of
21 punitive damages against Defendants, and each of them, according to proof at trial.

22 **63. SIXTY-THIRD CAUSE OF ACTION**
23 **NEGLIGENT HIRING - ELIZABETH NORGRÉN**
24 ***Against the Swedish Club, Swedish Club Foundation, and Defendants Sund,***
25 ***Albright, Smith, Emerson, Odderson, Miller, Snyder,***
26 ***K. Johansson, M. Johansson, Faino, Alaimo, and Lane Powell PC***

63.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

1 63.2 Ms. Campbell was harmed by Ms. Norgren when her employment was terminated
2 and her membership was impaired by Ms. Norgren, and therefore, the Defendants are responsible
3 for that harm because Defendants negligently hired Ms. Norgren.

4 63.3 Ms. Norgren was hired by the SCBOD to manage the business and affairs of the
5 Swedish Club; not to regulate the members of the Swedish Club.

6 63.4 Ms. Norgren became unfit or incompetent to perform the work for which she was
7 hired to do as executive director because she has a high tendency to engage in retaliatory,
8 combative, and verbal abuse, as well as encourages or supports the same and physical attacks by
9 individuals over whom she has influence or supervisory authority.

10 63.5 Defendants knew or should have known that Ms. Norgren was or became unfit
11 or incompetent to execute her job duties, and that this unfitness or incompetence as an executive
12 director created a particular risk of physical, emotional, or mental injury to others.

13 63.6 Ms. Norgren's unfitness harmed Ms. Campbell and Defendants' negligence in
14 hiring, supervising and/or retaining Ms. Norgren was a substantial factor in causing Ms.
15 Campbell's harm.

16 63.7 The acts and/or omissions of Defendants, and each of them, caused Ms. Campbell
17 to suffer harm and economic damages, for the cost of psychological and/or psychiatric treatment,
18 and Ms. Campbell is informed and believes that she may incur damages in the future for the cost
19 of future care, in amounts according to proof at trial.

20 63.8 In committing the acts and/or omissions alleged, Defendants, and each of them,
21 have been guilty of malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of
22 punitive damages against Defendants, and each of them, according to proof at trial.

23 63.9 The Defendants are responsible for the harm to Ms. Campbell because they
24 negligently hired Ms. Norgren.

25 **64. SIXTY-FOURTH CAUSE OF ACTION**
26 **NEGLIGENT SUPERVISION OF ELIZABETH NORGRN**

1 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund,*
2 *Albright, Smith, Emerson, Odderson, Miller, Snyder,*
3 *K. Johansson, M. Johansson, Faino, Alaimo, and Lane Powell PC*

4 64.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

5 64.2 Ms. Campbell was harmed by Ms. Norgren and therefore, the Defendants, and
6 each of them, are responsible for that harm because Defendants negligently hired, supervised,
7 and/or retained Ms. Norgren.

8 64.3 Employers hired Ms. Norgren as the executive director to manage the business
9 and affairs of the Swedish Club; not to regulate the members of the Swedish Club.

10 64.4 Ms. Norgren became unfit or incompetent to perform the work for which she was
11 hired to do as an agent for the Defendants because she has a high tendency to engage aggressively
12 with others who she is in charge of or works with and cannot control her tendency to engage in
13 an overbearing, emotionally abusive manner; and even tacitly or otherwise approves of
14 physically abusive in others that she has influence or supervisory authority over.

15 64.5 Defendants, and each of them, knew or should have known that Ms. Norgren was
16 or became unfit or incompetent to execute her job duties and that this unfitness or incompetence
17 as the executive director created a particular risk of emotional or physical injury to others. Ms.
18 Norgren's unfitness harmed Ms. Campbell.

19 64.6 The Defendants' negligent supervision Ms. Norgren was a substantial factor in
20 causing Ms. Campbell's harm.

21 64.7 The acts and/or omissions of Defendants caused Ms. Campbell to suffer harm and
22 economic damages, according to proof at trial, and Ms. Campbell is informed and believes that
23 she may incur damages in the future for the cost of future care, in amounts to be determined at
24 trial.

1 64.8 In committing the acts and/or omissions alleged, Defendants have been guilty of
2 malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of punitive damages
3 against those defendants, and each` of them in amounts to be determined at trial.

4 **65. SIXTY-FIFTH CAUSE OF ACTION**
5 **NEGLIGENT RETENTION OF ELIZABETH NORRGREN**
6 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
7 *Smith, Emerson, Odderson, Miller, Snyder,*
8 *K. Johansson, M. Johansson, Faino, Alaimo, Vivian, and Lane Powell PC*

9 65.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

10 65.2 Ms. Campbell was harmed by Ms. Norgren and therefore, the Defendants are
11 responsible for that harm because Defendants negligently hired, supervised, and/or retained Ms.
12 Norgren.

13 65.3 Employers hired Ms. Norgren as the executive director to manage the business
14 and affairs of the Swedish Club; not to regulate the members of the Swedish Club.

15 65.4 Ms. Norgren became unfit or incompetent to perform the work for which she was
16 hired to do as an agent for the Defendants because she has a high tendency to engage aggressively
17 with others who she is in charge of or works with and cannot control her tendency to engage in
18 an overbearing, emotionally abusive manner; and even tacitly or otherwise approving of others
19 under her influence or supervision engaging in a physically abusive manner.

20 65.5 Employers knew or should have known that Ms. Norgren was or became unfit or
21 incompetent to execute her job duties and that this unfitness or incompetence as executive
22 director created a particular risk of emotional or physical injury to others. Ms. Norgren's
23 unfitness harmed Ms. Campbell.

24 65.6 The Defendants' negligence in retaining Ms. Norgren was a substantial factor in
25 causing Ms. Campbell's harm.

26 65.7 The acts and/or omissions of Defendants caused Ms. Campbell to suffer harm and
economic damages, according to proof at trial, and Ms. Campbell is informed and believes that

1 she may incur damages in the future for the cost of future care, in amounts to be determined at
2 trial.

3 65.8 In committing the acts and/or omissions alleged, Defendants have been guilty of
4 malice, fraud, or oppression and, therefore, Ms. Campbell seeks an award of punitive damages
5 against those defendants, and each` of them in amounts to be determined at trial.

6 **66. SIXTY-SIXTH CAUSE OF ACTION**
7 **VICARIOUS LIABILITY – ELIZABETH NORNGREN**
8 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
9 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
10 *Alaimo, Vivian, and Lane Powell PC*

11 66.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

12 66.2 An employer is responsible for harm caused by the wrongful conduct of its
13 employees while acting within the scope of their employment. Ms. Campbell was harmed by
14 Ms. Norgren’s acts including hostile work environment, retaliation, discrimination, and torts of
15 outrage against Ms. Campbell.

16 66.3 Ms. Campbell also claims that the Defendants are responsible for the harm
17 because Ms. Norgren was acting as their employee or agent when the incidents occurred.

18 66.4 Ms. Norgren was acting within the scope of her agency being the executive
19 director is reasonably related to the kinds of tasks that Ms. Norgren was employed to perform
20 for her Employers.

21 66.5 Further, Ms. Norgren facilitating and moderating a training session at the social
22 club is reasonably foreseeable in light of the Defendants’ business or Ms. Norgren’s job
23 responsibilities as executive director.

24 66.6 The acts and/or omissions of Defendants, and each of them, caused Ms. Campbell
25 to suffer harm and economic damages, for the cost of medical, psychological and/or psychiatric
26 treatment, and Ms. Campbell is informed and believes that she may incur damages in the future
for the cost of future care, in amounts according to proof at trial.

1 66.7 In committing the acts and/or omissions alleged, Defendants, and each of them,
2 have been guilty of malice, fraud, or oppression, and therefore, Ms. Campbell seeks an award of
3 punitive damages against Defendants, and each of them, according to proof at trial.

4 66.8 As a result of Defendant's violations, Ms. Campbell has been damaged in an
5 amount to be proven at trial.

6 **67. SIXTY-SEVENTH CAUSE OF ACTION**
7 **National Origin-based Discrimination**
8 **in Violation of the Washington Law Against Discrimination**
9 **RCW 49.60 et seq.**

10 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
11 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson*

12 67.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

13 67.2 That the defendant's took an adverse employment action against Ms. Campbell;
14 and

15 67.3 That Ms. Campbell's national origin, not being Swedish, Swedish-enough was a
16 substantial factor in Ms. Leander, the defendants' decision to not hire her for open positions in
17 the Swedish Club's kitchen between March 2021 to October 2021; and thereafter once she was
18 employed in November 2021 to treat her disparately, including but not limited to not allowing
19 her work contributions to be publicly known, not allowing her to cook certain traditionally
20 Swedish foods, not allowed to plan menus, because of not possessing the requisite Swedish
21 national origin attributes

22 67.4 Defendant's actions and/or omissions constitute discrimination in violation of
23 WLAD against Ms. Campbell for her having engaged in protected activities under RCW 49.60.

24 67.5 As a result of Defendant's violations, Ms. Campbell has been damaged in an
25 amount to be proven at trial.

26 **68. SIXTY-EIGHTH CAUSE OF ACTION**
 Disability-based Discrimination – Failure to Accommodate
 in Violation of the Washington Law Against Discrimination
 RCW 49.60 et seq.

1 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
2 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
3 *Alaimo, Vivian, and Lane Powell PC*

4 68.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

5 68.2 That the defendant's took an adverse employment action against Ms. Campbell;
6 and

7 68.3 That Ms. Campbell's disability was a substantial factor in Ms. Leander, the
8 defendants' decision to not hire her as the food service manager, a position that was open from
9 January to April 2022, from June to August 2022, and from September 2022 to February 2023.

10 68.4 Defendant's actions and/or omissions constitute discrimination in violation of
11 WLAD against Plaintiff for her having engaged in protected activities under RCW 49.60.

12 68.5 As a result of Defendant's violations, Ms. Campbell has been damaged in an
13 amount to be proven at trial.

14 **69. SIXTY-NINTH CAUSE OF ACTION**

15 **Age-based Discrimination**

16 **in Violation of the Washington Law Against Discrimination**

17 **RCW 49.60 et seq.**

18 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
19 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
20 *Alaimo, Vivian, and Lane Powell PC*

21 69.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

22 69.2 That the defendant's took an adverse employment action against Ms. Campbell;
23 and

24 69.3 That Ms. Campbell's age was a substantial factor in Ms. Leander, the defendants'
25 decision to not hire her as the food service manager, a position that was open from January to
26 April 2022, from June to August 2022, and from September 2022 to February 2023.

69.4 Defendant's actions and/or omissions constitute discrimination in violation of
WLAD against Plaintiff for her having engaged in protected activities under RCW 49.60.

1 69.5 As a result of Defendant's violations, Plaintiff has been damaged in an amount to
2 be proven at trial.

3 **70. SEVENTIETH CAUSE OF ACTION**
4 **Discrimination on the Basis of Gender**
5 **in Violation of the Washington Law Against Discrimination**
6 **RCW 49.60 et seq.**

7 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
8 *Smith, Emerson, Odderson, Miller, Snyder,*
9 *K. Johansson, M. Johansson, Faino, Alaimo, Vivian, and Lane Powell PC*

10 70.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

11 70.2 Defendant's actions and/or omissions constitute discrimination – including but
12 not limited to paying Ms. Campbell considerably less than her male co-worker, cutting her hours
13 while giving her male coworker considerably more hours, promoting male coworkers while
14 demoting Ms. Campbell, providing tips to a male co-worker doing the same work as Ms.
15 Campbell while denying her the same; Plaintiff's terms or conditions of employment on the basis
16 of her age in violation of the Washington Law Against Discrimination (WLAD).

17 70.3 Defendant's actions and/or omissions constitute discrimination in violation of
18 WLAD against Ms. Campbell under RCW 49.60.

19 70.4 As a result of Defendant's violations, Ms. Campbell has been damaged in an
20 amount to be proven at trial.

21 **71. SEVENTY-FIRST CAUSE OF ACTION**
22 **Retaliation, Disparate Treatment**
23 **in Violation of the Washington Law Against Discrimination**
24 **RCW 49.60 et seq.**

25 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
26 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
 Alaimo, Vivian, and Lane Powell PC

 71.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

 71.2 In violation of the Washington Law Against Discrimination (WLAD)
Defendant's actions and/or omissions constitute disparate treatment, a hostile work environment,
and discrimination in Ms. Campbell's terms or conditions of employment on the basis of her

1 reporting such disparate treatment, hostile work environment, and discrimination in the form of
2 complaints to the U.S. Equal Employment Opportunity Commission, Washington State Human
3 Rights Commission, and Seattle Office of Civil Rights, and to the Swedish Club's attorney's and
4 board of directors.

5 71.3 That a substantial factor in the decisions by defendants Ms. Leander, Ms.
6 Norgren, Ms. Alaimo, the Swedish Club/Swedish Club Foundation to demote, deny promotion,
7 to not hire, to terminate Ms. Campbell's employment was related to Ms. Campbell's opposing
8 what she reasonably believed to be discrimination or retaliation, providing information to and
9 participating in a proceeding to determine whether discrimination or retaliation had occurred.

10 71.4 Defendant's actions and/or omissions constitute retaliation in violation of WLAD
11 against Ms. Campbell for her having engaged in protected activities under RCW 49.60 et seq.

12 71.5 As a result of Defendant's violations, Campbell has been damaged in an amount
13 to be proven at trial.

14 **72. SEVENTY-SECOND CAUSE OF ACTION**
15 **Retaliation Under SMC 14.20**

16 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
17 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
18 *Alaimo, Vivian, and Lane Powell PC*

19 71.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

20 71.2 SMC 14.20.035 provides that no employer or other person shall interfere with,
21 restrain, deny, or attempt to deny the exercise of any right protected under SMC 14.20. SMC
22 14.20.035 further states that no employer or other person shall take any adverse action against
23 any person because the person exercised in good faith the rights protected under SMC 14.20.

24 71.3 By terminating Ms. Campbell after and because she complained about
25 discrimination, hostile work environment and other substantive violations of law to
26 governmental authorities, to the Defendants, Defendants violated SMC 14.20.035.

1 71.4 Ms. Campbell has been subjected to unlawful retaliation by Defendants, and
2 pursuant to SMC 14.20.090, is to recover damages proximately caused by the termination,
3 including interest thereon, liquidated damages, and a penalty of \$5,000, as well as attorneys'
4 fees and costs.

5 **73. SEVENTY-THIRD CAUSE OF ACTION**
6 **Hostile Work Environment**
7 **in Violation of Title VII of the Civil Rights Act of 1964 et seq.**
8 ***Against the Swedish Club, Swedish Club Foundation, Leander, Norgren, and Defendants***
9 ***Sund, Albright, Smith, Emerson, Odderson, Miller, Snyder,***
10 ***K. Johansson, M. Johansson, Faino, Alaimo, Vivian, and Lane Powell PC***

11 73.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

12 73.2 Defendants subjected Ms. Campbell to a pattern of harassment and
13 discrimination, their actions and/or omissions were sufficiently severe or pervasive to alter the
14 conditions of Ms. Campbell's employment.

15 73.3 Defendants' managers directed dismissive or acerbic, nationality, age, or
16 disability-based insults and comments to Ms. Campbell because of her age, disability, and
17 national origin.

18 73.4 Defendants and their supervisors and employees created and perpetuated a hostile
19 work environment by fostering, perpetuating, and refusing to eliminate harassment and
20 discrimination because of age, disability, and national origin against Ms. Campbell that
21 interfered with her work and unjustifiably harmed her reputation among Swedish Club
22 employees and members with made Ms. Campbell's job harder, and her membership less fully
23 enjoyable.

24 73.5 Defendants' and its supervisors and employees maintained the hostile
25 environment for more than two years.

26 73.6 A reasonable employee in Ms. Campbell's position would believe that her work
environment is abusive and/or hostile.

 73.7 Ms. Campbell believed that her work environment was abusive and/or hostile.

1 73.8 Ms. Campbell complained to the Defendants’ management, managers, and legal
2 counsel about the hostile workplace, the harassment and discrimination.

3 73.9 Defendants had verbal and written notices from Ms. Campbell and others about
4 the harassment and discriminatory conduct, and the hostile environment, and failed to undertake
5 prompt, effective remedial action reasonably calculated to end the complained of conduct and
6 hostile environment against Ms. Campbell.

7 73.10 As a result of the Defendants’ maintenance of a hostile work environment, Ms.
8 Campbell suffered harm, including economic losses and emotional distress, in an amount to be
9 proven at trial.

10 **74. SEVENTY-FOURTH CAUSE OF ACTION**
11 **Hostile Work Environment**
12 **in Violation of the Washington Law Against Discrimination**
13 **RCW 49.60 et seq.**

14 *Against the Swedish Club, Swedish Club Foundation, Leander, Norgren, and Defendants*
15 *Sund, Albright, Smith, Emerson, Odderson, Miller, Snyder,*
16 *K. Johansson, M. Johansson, Faino, Alaimo, Vivian, and Lane Powell PC*

17 74.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

18 74.2 Defendants’ actions and/or omissions constitute a hostile work environment for
19 creating, fostering, perpetuating, and refusing to eliminate harassment and discrimination
20 because of age, disability, and national origin against Ms. Campbell in violation of the
21 Washington Law Against Discrimination (WLAD).

22 74.3 A reasonable employee in Ms. Campbell’s position would believe that her work
23 environment is abusive and/or hostile. Ms. Campbell believes that her work environment was
24 abusive and/or hostile.

25 74.4 Ms. Campbell complained to the Defendants’ management, managers, and legal
26 counsel about the hostile workplace, the harassment and discrimination.

74.5 Defendants had verbal and written notice from Ms. Campbell and others of the
harassment and discriminatory conduct, and the hostile environment, failed to undertake prompt,

1 effective remedial action reasonably calculated to end the complained of conduct and hostile
2 environment against Ms. Campbell.

3 74.6 As a result of the Defendants' maintenance of a hostile work environment, Ms.
4 Campbell suffered harm, including economic losses and emotional distress, in an amount to be
5 proven at trial.

6 **75. SEVENTY-FIFTH CAUSE OF ACTION**
7 **Freedom from discrimination—Declaration of civil rights**
8 **RCW 49.60.030(3)**

9 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
10 *Smith, Emerson, Odderson, Miller, Snyder,*
11 *K. Johansson, M. Johansson, Faino, Alaimo, Vivian, and Lane Powell PC*

12 75.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

13 75.2 That Defendants took an adverse employment action against Ms. Campbell, they
14 discriminated against her, retaliated, and then terminated her employment, and impaired her
15 Swedish Club membership; and

16 75.3 That Ms. Campbell's age, national origin, gender, and disability was a substantial
17 factor in(name of defendant)'s decision to take the adverse action.

18 75.4 As a result of the Defendants' discrimination, Ms. Campbell suffered harm,
19 including economic losses and emotional distress, in an amount to be proven at trial.

20 **76. SEVENTY-SIXTH CAUSE OF ACTION**
21 **Failure to Provide Rest and Meal Periods**
22 **Violations of RCW 49.12.020 and WAC 296-126-092**

23 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund,*
24 *Albright, Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson,*
25 *Faino, Alaimo, Vivian, and Lane Powell PC*

26 76.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

76.2 RCW 49.12.010 provides that “[t]he welfare of the state of Washington demands
that all employees be protected from conditions of labor which have a pernicious effect on their
health. The state of Washington, therefore, exercising herein its police and sovereign power
declares that inadequate wages and unsanitary conditions of labor exert such pernicious effect.”

1 76.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in any
2 industry or occupation within the state of Washington under conditions of labor detrimental to
3 their health.”

4 76.4 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means
5 and includes the conditions of rest and meal periods” for employees.

6 76.5 WAC 296-126-092 provides that employees shall be allowed certain paid rest
7 periods during their shifts.

8 76.6 WAC 296-126-092 provides that employees shall be allowed certain meal periods
9 during their shifts.

10 76.7 Under Washington law, Defendants have an obligation to provide employees
11 with the rest and meal breaks to which they are entitled.

12 76.8 Under Washington law, Defendants have an obligation to ensure that employees
13 take the rest and meal breaks to which they are entitled.

14 76.9 Under Washington law, Defendants have an obligation to provide employees
15 with ten minutes of additional pay for each missed rest break and thirty minutes of additional
16 pay for each missed meal break.

17 76.10 By the actions alleged above, Defendants have violated the provisions of RCW
18 49.12.020 and WAC 296-126-092.

19 76.11 As a result of these unlawful acts, Ms. Campbell has been deprived of
20 compensation in amounts to be determined at trial, and Ms. Campbell is entitled to the recovery
21 of such damages, including interest thereon, attorneys’ fees under RCW 49.48.030, and costs.

22 **77. SEVENTY-SEVENTH CAUSE OF ACTION**

23 **Payment of Wages Less than Entitled To**

24 **Violation of RCW 49.46.090 & RCW 49.46.130**

25 ***Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,***
26 ***Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,***
 Alaimo, Vivian, and Lane Powell PC

77.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

1 77.2 RCW 49.46.090 provides that “[a]ny employer who pays any employee less than
2 wages to which such employee is entitled under or by virtue of [the Minimum Wage Act], shall
3 be liable to such employee affected for the full amount of such wage rate, less any amount
4 actually paid to such employee by the employer, and for costs and such reasonable attorney’s
5 fees as may be allowed by the court.”

6 77.3 By the actions alleged above, Defendants have violated the provisions of RCW
7 49.46.090 by failing to pay wages Ms. Campbell for missed rest and meal breaks and other work
8 Ms. Campbell performed, including “volunteer” work for which she was not compensated for
9 pursuant to RCW 49.46.130.

10 77.4 As a result of these unlawful acts, Ms. Campbell has been deprived of
11 compensation in amounts to be determined at trial, and Ms. Campbell is entitled to the recovery
12 of such damages, including interest thereon, and liquidated damages in an additional amount up
13 to twice the unpaid compensation, as well as attorneys’ fees and costs under RCW 49.46.090.

14 **78. SEVENTY-EIGHTH CAUSE OF ACTION**
15 **Discrimination and Retaliation Under Seattle Fair Employment Practices Ordinance**
16 **Seattle Municipal Code 14.04 as amended**
17 **Against the Swedish Club, Swedish Club Foundation, and Jane Isakson Lea Foundation**

18 78.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

19 78.2 SMC 14.04 provides that, for employees who work in Seattle, employers shall
20 pay all compensation owed to any such employee by reason of employment on an established
21 regular pay date at no longer than monthly payment intervals. Defendants did not pay Ms.
22 Campbell all the compensation Defendants owed to her by reason of employment.

23 78.3 Elizabeth Campbell, a mixed-race person over the age of 40 years old with a
24 disability who engaged in a protected activity, worked for Respondent in the position of Cook at
25 1920 Dexter Ave North, in Seattle, Washington from November 2021 to March 9, 2023. For
26 the purpose of establishing jurisdiction under SMC 14.04, as amended, Respondent employs 1
or more employees and the charge alleging unlawful employment discrimination was filed

1 within one year and six months after the occurrence of the alleged unfair employment practice.
2 By failing to pay all compensation to Ms. Campbell for missed rest and meal breaks, and for all
3 time worked, Defendants violated SMC 14.20.

4 78.4 As a result of the unlawful acts of Defendants, Ms. Campbell has been deprived
5 of compensation in amounts to be determined at trial, and pursuant to SMC 14.20.090, are to
6 recover those damages, including interest thereon and liquidated damages in an additional
7 amount up to twice the unpaid compensation, as well as attorneys' fees and costs.

8
9 **79. SEVENTY-NINTH CAUSE OF ACTION**
Wage Theft Under SMC 14.20

10 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
11 *Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,*
Alaimo, Vivian, and Lane Powell PC

12 79.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

13 79.2 SMC 14.20.020 provides that, for employees who work in Seattle, employers
14 shall pay all compensation owed to any such employee by reason of employment on an
15 established regular pay date at no longer than monthly payment intervals. Defendants did not
16 pay Ms. Campbell all the compensation Defendants owed to her by reason of employment.

17 79.3 By failing to pay all compensation to Ms. Campbell for missed rest and meal
18 breaks, and for all time worked, Defendants violated SMC 14.20.

19 79.4 As a result of the unlawful acts of Defendants, Ms. Campbell has been deprived
20 of compensation in amounts to be determined at trial, and pursuant to SMC 14.20.090, are to
21 recover those damages, including interest thereon and liquidated damages in an additional
22 amount up to twice the unpaid compensation, as well as attorneys' fees and costs.

23 **80. EIGHTHIETH CAUSE OF ACTION**
24 **Unfair or Deceptive Acts**
25 **in Violation of the Consumer Protection Act**
RCW 19.86.020
26 **in Violation of Washington Law Against Discrimination**
RCW 49.60.030(3)

1 *Against the Swedish Club and the Swedish Club Foundation, Defendants Norgren,*
2 *Sund, Albright, Smith, Emerson, Odderson, Miller, Snyder,*
3 *K. Johansson, M. Johansson, Faino, Alaimo, Vivian, and Lane Powell PC*

4 80.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

5 80.2 In the course of operating their businesses, Defendants engaged in acts and
6 practices that have the capacity to deceive and/or are unfair including, but not limited to, the
7 following:

8 1. Refusing to allow members to attend the board of directors' standing and ad
9 hoc committee meetings, and thereby denying members the opportunity to read
10 meeting materials, know of or understand building or capital projects needed or
11 undertaken at the Club, to raise questions, or make objections to the cost, necessity, or
12 configuration of those projects;

13 2. Refusing to provide members the opportunity to read about, understand, raise
14 questions, or make objections to the cost, terms, or other financial or contractual
15 obligations of the Club pertaining to loans, leases, rentals, contracts – past, present, or
16 future, or participate in the knowledge or decision-making about those same matters;

17 3. Misleading members by commission and omission about the Club's finances,
18 operations, capital project plans;

19 4. Failing to establish or carry out board approved and member approved
20 strategic and building plans for the Swedish Club;

21 5. Failing to carry out regular renovation, maintenance, and upkeep of the
22 Swedish Club's buildings and land holdings;

23 6. In some cases without the members' knowledge or explicit agreement
24 committing to capital project development;

25 7. Misleading consumers by inducing them to apply for, and sign, membership
26 agreements, then soliciting donations from them, soliciting volunteer service or free
goods and services from the member while misrepresenting, directly or indirectly, the
range of membership benefits they may or may not receive;

 8. Arbitrarily and capriciously withholding or denying members the full
enjoyment of their membership;

 80.3 The unfair or deceptive acts and practices described in the foregoing paragraphs
were committed by Defendants in the course of trade or commerce.

 80.4 Defendants' unfair or deceptive acts and practices described in the foregoing
paragraphs affected the public interest and are likely to continue without relief from this Court.

1 80.5 Based on the above described unfair or deceptive acts and practices, Ms.
2 Campbell is entitled to relief, including injunctive relief and restitution pursuant to RCW
3 19.86.080, civil penalties pursuant to RCW 19.86.140 for each and every violation of RCW
4 19.86.020, and reimbursement of the costs of this action, including reasonable attorneys' fees,
5 pursuant to RCW 19.86.080.

6 **81. EIGHTY-FIRST CAUSE OF ACTION**
7 **Washington Law Against Discrimination – Public Accommodation**
8 **RCW 49.60.215**

9 *Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,*
10 *Smith, Emerson, Odderson, Miller, Snyder,*
11 *K. Johansson, M. Johansson, Faino, Alaimo, Vivian, and Lane Powell PC*

12 81.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

13 81.2 Ms. Campbell is a member of the protected classes of age, disability, and gender;

14 81.3 The Defendants' establishment is a place of public accommodation.

15 81.4 The Swedish Club/Swedish Club Foundation discriminated against Ms.
16 Campbell when it did not treat her in a manner comparable to the treatment it provides to persons
17 outside that class, including the general public, and

18 81.5 Ms. Campbell's protected status of age, disability, and gender, along with an
19 intent to retaliate against Ms. Campbell were substantial factors that caused the discrimination.

20 81.6 By refusing or withholding from Ms. Campbell admission, patronage, presence,
21 frequenting, by denying her, directly or indirectly, the full enjoyment of any available goods,
22 services, facilities, privileges or advantages of the Swedish Club; by harassing, intimidating, or
23 otherwise abusing Ms. Campbell because of her whistleblowing and constitutionally protected
24 activities, the defendants engaged unfair practices.

25 81.7 Defendants' breach was the direct and proximate result of Ms. Campbell's
26 damages in an amount to be determined at trial.

1 **82. EIGHTY-SECOND CAUSE OF ACTION**
2 **VIOLATION OF SMC 12. Public Accommodation**

3 ***Against the Swedish Club, Swedish Club Foundation, and Defendants Sund, Albright,***
4 ***Smith, Emerson, Odderson, Miller, Snyder, K. Johansson, M. Johansson, Faino,***
5 ***Alaimo, Vivian, and Lane Powell PC***

6 82.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

7 82.2 Ms. Campbell is a member of the protected classes of age, disability, and gender;

8 82.3 The Defendants’ establishment is a place of public accommodation.

9 82.4 The Swedish Club/Swedish Club Foundation discriminated against Ms.
10 Campbell when it did not treat her in a manner comparable to the treatment it provides to persons
11 outside that class, including the general public, and

12 82.5 Ms. Campbell’s protected status of age, disability, and gender, along with an
13 intent to retaliate against Ms. Campbell were substantial factors that caused the discrimination.

14 82.6 By refusing or withholding from Ms. Campbell admission, patronage, presence,
15 frequenting, by denying her, directly or indirectly, the full enjoyment of any available goods,
16 services, facilities, privileges or advantages of the Swedish Club; by harassing, intimidating, or
17 otherwise abusing Ms. Campbell because of her whistleblowing and constitutionally protected
18 activities, the defendants engaged unfair practices.

19 82.7 Defendants’ breach was the direct and proximate result of Ms.
20 Campbell’s damages in an amount to be determined at trial.

21 **83. EIGHTY-THIRD CAUSE OF ACTION**
22 **BREACH OF CONTRACT – COURTESY SIGN**

23 ***Against the Swedish Club, Swedish Club Foundation, and Defendants Norgren, Sund,***
24 ***Albright, Smith, Emerson, Odderson, Miller, Snyder,***
25 ***K. Johansson, M. Johansson, Faino, Alaimo, Vivian, and Lane Powell PC***

26 Implied contract

 83.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

 83.2 By posting the Courtesy Code of Conduct sign at its building entries in March of
2022 that stated in part, “We do not tolerate any harassment, bullying, or inappropriate behavior

1 or dress. This code of conduct applies to members, guests, volunteers, and staff,” defendants
2 Swedish Club, Swedish Club Foundation created an implied contract with its members and
3 employees and had a duty to ensure their emotional and physical safety on the Swedish Club’s
4 premises.

5 83.3 By failing to restrain its employees, executive directors, Kristine Leander and
6 Elizabeth Norgren, Toene Hayes, Sarah Alaimo, Sharon Lucas, , Sean Sieber, Christo Yaranoff,
7 Joel Cambern, its agents, Lane Powell PC, Priya Vivian, defendant board members, board
8 officers, Gary Sund, Shama Albright, Molly Smith, and its members Lars Matthiesen, and
9 Sharon Lucas from engaging in conduct and speech that was intended to create a hostile
10 workplace, a hostile social club, a culture of emotional and even physical violence at the Swedish
11 Club, by allowing, and not restraining certain employees, board members, volunteers, and certain
12 club members from bullying and harassing Ms. Campbell as a member and as an employee,
13 defendants breached this implied contract,

14 83.4 Defendants’ breach was the direct and proximate result of Ms.
15 Campbell’s damages in an amount to be determined at trial.

16 **84. EIGHTY-FOURTH CAUSE OF ACTION**
17 **BREACH OF CONTRACT**

18 *Against the Swedish Club, Swedish Club Foundation, and Defendants Norgren, Sund,*
19 *Albright, Smith, Emerson, Odderson, Miller, Snyder,*
20 *K. Johansson, M. Johansson, Faino, Alaimo, Vivian, and Lane Powell PC*

21 84.1 Ms. Campbell re-alleges and incorporates all preceding paragraphs by reference.

22 84.2 Ms. Campbell holds a valid membership with the Swedish Club that carries with
23 it a range of values and benefits associated with the contract,

24 84.3 Defendants by turns impaired Ms. Campbell’s membership by not allowing her
25 to enjoy the full benefit of that membership and then by barring her from the Club premises, all
26 as described above.

1 7.6 Injunctive relief, including but not limited to, implementation of measures that
2 protect Ms. Campbell and other members and employees from further discrimination and
3 retaliation;

4 7.7 That the Court adjudge and decree that the conduct complained of herein
5 constitutes unfair or deceptive acts and practices and unfair methods of competition in violation
6 of the Consumer Protection Act, Chapter 19.86 RCW.

7 7.8 That the Court issue pursuant to RCW 49.60.030(2) a permanent injunction
8 enjoining and restraining defendants, and their representatives, successors, assigns, officers,
9 agents, servants, employees, and all other persons acting or claiming to act for, on behalf of, or
10 in active concert or participation with defendants, from continuing or engaging in the unlawful
11 conduct complained of herein.

12 7.9 That the Court assess civil penalties, pursuant to RCW 49.60.030(2) 19.86.140,
13 of up to two thousand dollars (\$2,000) per violation against defendants for each and every
14 violation of RCW 19.86.020 caused by the conduct complained of herein.

15 7.10 For damages according to proof.

16 7.11 Punitive damages for Defendants' conduct, in amounts to be determined at trial
17 to the fullest extent allowed by law;

18 7.12 Order requiring Defendants to pay Ms. Campbell for any and all tax consequences
19 associated with the damages and cost award, including but not limited to attorney's fees;

20 7.13 A public retraction and apology to Ms. Campbell both in print, in two consecutive
21 issues of the Swedish Club Newsletter, and in-person, at one third-Wednesday night of the month
22 Swedish Club members business meeting of Ms. Campbell's choosing.

23 7.14 Reasonable attorney's, paralegal, and secretarial fees and litigation costs and
24 expenses;

1 7.15 Such other relief as it may deem just and proper to fully and effectively dissipate
2 the effects of the conduct complained of herein, or which may otherwise seem proper to the
3 Court.

4 DATED this 11th day of March, 2024.

5
6 ELIZABETH A. CAMPBELL
7 Plaintiff

8 

9 PRO SE
10 3826 24th Avenue West
11 Seattle, WA 98199
12 206-697-4710
13 neighborhoodwarrior@gmail.com

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DECLARATION OF ELIZABETH CAMPBELL
VERIFYING THE FOREGOING COMPLAINT

I, Elizabeth A. Campbell pursuant to RCW 12.08.070 declare as follows:

1. I am the Plaintiff in the above-captioned case. I am over the age of eighteen (18) and am competent to testify to the foregoing facts based on my personal knowledge and the knowledge I have gained through investigation and research and from others, to which I could and would competently testify if called as a witness in this matter.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Verified Complaint, and if called upon to testify I would competently testify as to the matters stated herein.

3. I verify under penalty of perjury under the laws of the United State of America that the factual statements in this foregoing First Amended Complaint concerning myself, my activities, and my intentions are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 11th day of March, 2024.

ELIZABETH A. CAMPBELL
Plaintiff



PRO SE
3826 24th Avenue West
Seattle, WA 98199
206-697-4710
neighborhoodwarrior@gmail.com