

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

<p>ELIZABETH A. CAMPBELL, an individual,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>SHARON LUCAS, an individual, et al,</p> <p style="text-align: center;">Defendants.</p>	<p>NO. 23-2-25195-4 SEA</p> <p>PLAINTIFF’S SURREPLY TO DEFENDANT SWEDISH CLUB EXECUTIVE DIRECTOR ELIZABETH NORNGREN’S MOTION FOR SUMMARY JUDGMENT [MOTION 8] AND SUPPORTING FALSE FIRST DECLARATION (APRIL 26, 2024) AND FALSE SECOND DECLARATION (JUNE 20, 2024)</p>
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SURREPLY RE FALSE ELIZABETH NORNGREN DECLARATIONS

1.1 This brief is pursuant to KCLR 7(b)(6)(g) and in strict reply to Defense counsel’s Michael Rhodes’ refusal to correct the record and inform the Court that defendant Elizabeth Norgren’s April 25, 2024 declaration (“Norgren Declaration”) filed in support of her *Defendant Swedish Club Executive Director Elizabeth Norgren’s Motion for Summary Judgment [Motion8]*¹ (“SJ Motion #8”) contains false and misleading statements by Ms. Norgren; and has compounded that activity and facts – on June 24, 2024 Ms. Norgren filed a second declaration in

¹ Case Docket Item #141

1 support of her motion for summary judgment, doubling down on her false statements and claims
2 in her first, April 25, 2024, declaration.

3 1.2 On April 26, 2024, counsel Rhodes filed Ms. Norgren's notice of hearing, motion
4 for summary judgment, and the Norgren Declaration in support of the summary judgment
5 motion.

6 1.3 Ms. Norgren claims in her SJ Motion #8 and first declaration:

7 (1) a lack of agency or autonomy on her part, that she, Ms. Norgren, on March 9, 2023 is
8 not really the Swedish Club's executive director, the Swedish Club is on autopilot when her
9 tenure as executive director starts (sometime before March 6, 2023);

10 (2) ignorance, she had nothing to do with the termination of Plaintiff/Elizabeth
11 Campbell's employment and the attempt to break the Swedish Club's membership contract with
12 Ms. Campbell because she had no idea who Ms. Campbell was and that any Swedish Club
13 employee or member was being dismissed;

14 (3) more ignorance, that Ms. Norgren likewise, not until almost six months later, in
15 September of 2023, continues to have no idea that there is any legal controversy between the
16 Plaintiff and the Swedish Club; and by extension

17 (4) disingenuous-ness, claims there are no controversies or facts in dispute between
18 Defendant Norgren and the Plaintiff/Elizabeth Campbell related to the termination of Ms.
19 Campbell's employment and the range of tortious acts Ms. Norgren engaged in against her
20 related to Ms. Campbell's Swedish Club membership, and as such Plaintiff's claims against
21 Norgren should be summarily dismissed.

22 And on June 24, 2024, (5) arrogance or incompetence – that emails addressed to Ms.
23 Norgren *and* the Swedish Club board of directors, clearly marked with the subject line, "Hold
24 Letter" and "SC Litigation" were something she easily looked over.

25 1.4 Ms. Norgren's representations as noted above and in her motion and first and
26 second declarations are false and misleading.

1.5 On April 29, 2024 Plaintiff notified Mr. Rhodes by email that Ms. Norgren's representations were false, provided evidence to support Plaintiff's allegations of perjury against Ms. Norgren to Mr. Rhodes – along with more importantly the time and opportunity to appropriately and willingly withdraw Ms. Norgren's perjured statements and the compromised motion for summary judgment, and to correct the record in the case including informing the Court about his client's perjured statements.

1.6 56 days have passed since Plaintiff notified counsel of Ms. Norgren's false and misleading statements to the Court and requested that Mr. Rhodes correct the record/inform the Court of Ms. Norgren's efforts to mislead the tribunal.

1.7 At no time during those 56 days has Mr. Rhodes acknowledged or responded to Plaintiff's notification and request for corrections to the record, nor informed the Court of Ms. Norgren's false and misleading statements in her motion and declaration.

Instead, Ms. Norgren and Mr. Rhodes have chosen to issue a second Norgren declaration (June 24, 2024), to double down and gamble that the Court will either indulge their efforts to misinform and deceive the Court, or ignore the pro se plaintiff's submissions, replies, and responses in this matter.

1.8 A copy of Plaintiff's April 29, 2024 communications with Mr. Rhodes – Plaintiff's email, letter, and supporting documentation that refutes the facts claimed and statements made in Ms. Norgren's SJ Motion #8 and in the two Norgren declarations are attached and incorporated herein as Exhibit D-1 – including but not limited to a copy of a non-negotiated Swedish Club membership dues refund check, dated March 16, 2023, made out to Plaintiff/Elizabeth Campbell, and signed by Ms. Norgren sometime between March 16, 2023 and March 21, 2023 when it was mailed to Ms. Campbell.

1.9 This is the second incidence of Mr. Rhodes proffering false declarations to the Court. The similar instance of perjured statements by a Swedish Club client/defendant occurred on April 19, 2024, related a now former Swedish Club employee's Christo Yaranoff's declaration.

1.10 In the Yaranoff instance Plaintiff requested that Ms. Rhodes issue a retraction and notice to the Court. Rather than retracting and eliminating Mr. Yaranoff's false statements, Mr. Rhodes doubled down and said there was a misunderstanding by Mr. Yaranoff about what talking to or conversing with someone meant – Mr. Yaranoff's interpretation is if he considered a conversation trivial or not work related then it never happened.

DATED this 24th day of June, 2024

ELIZABETH A. CAMPBELL



Plaintiff, Pro Se
3826 24th Ave W
Seattle, WA. 98199
206-769-8459
neighborhoodwarrior@gmail.com



Elizabeth Campbell <neighborhoodwarrior@gmail.com>

Ltr MRhodes Re False Norgren Decl 04-29-24

Elizabeth Campbell, MPA <neighborhoodwarrior@gmail.com> Mon, Apr 29 at 4:20 PM

To: Michael K. Rhodes <mrhodes@mixsanderson.com>

Cc: Huber, Charles <HuberC@lanepowell.com>, Park, Jade <jade.park@wilsonelser.com>, Reynolds, Rachel T. <rachel.t.reynolds@wilsonelser.com>, Wang, Chuqiao <chuqiao.wang@wilsonelser.com>, <jbender@corrchronin.com>, <nlarson@mpbf.com>, <swedishclub411@gmail.com>, <vjreno@renolawsea.com>

Mike,

Please see attached my letter regarding your client Ms. Norgren's perjured declaration.

EACampbell

Sent from my iPad

Ltr MRhodes Re False Norgren Decl 04-29-24 copy.pdf

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

April 29, 2024

Mr. Michael Rhodes
MIX SANDERS THOMPSON PLLC
1601 5th Ave Ste 1800
Seattle, WA 98101-3623

Hi Mike,

I've reviewed Elizabeth Norgren's declaration and your statements in her motion for summary judgment. I'm scratching my head, "Do they really think this is going to fly?" Given that it was just two weeks you spun out the Yaranoff fairy tale, and your recent filings, my impression at this point is that false or misleading declarations and testimony are the standard fare coming out of Mix Sanders. Lucky that you have that litigation privilege against defamation – but I don't think privilege covers this here.

My reply to Ms. Norgren's self serving effort to get out of being held accountable for her acts during her tenure at the Swedish Club will be forthcoming. However, I am bringing to your attention the matter of her false declaration and your misstatements.

The reality of this is that it is not a matter, again, where it is even close to being a mis-recollection of people and events – or as you did with the Yaranoff declaration, disingenuously claiming there is this thin line distinction between what it means to have a conversation or communication with someone and whether that counts.

According to Kristine Leander, she's not in any position the week of March 6, 2023 where she is playing a part in my termination on March 9, 2023. In fact, that's the exact thing Kristine wrote in her October 23, 2023 letter that she gave to the board and dozens of members, and her statements since, she was marginalized when Ms. Norgren showed up on March 6, 2023. Far from being a even co-executive directive of the moment, she was instead left shuffling and packing up her records, taking files off her Swedish Club computer for the next three days. Her recollection of that time as the executive director was over, and she was being treated like dirty laundry. One of her statements is:

However, from Tuesday on, Elizabeth kept busy meeting individually with staff members, and had an all-staff meeting from which I was excluded. I did not think it was my role to lasso her to get her to sit down with me. By Friday morning, March 10, we both agreed that we had not spent enough time together. Fridays are busy with lunch and dinner, and so I suggested we go two more days—the following Monday and Tuesday, so Elizabeth could dedicate herself to spending time with me to wrap it up. She agreed.

So we are to believe now that Ms. Norgren on the 6th, 7th, 8th, and 9th of March is having all these high level meetings with Swedish Club staff, no doubt with Sarah Alaimo hovering by and likely running interference at some level, and Elizabeth Norgren has been entirely kept in the dark; has no idea a staff member is going to be terminated, is terminated, litigation is pending, including that it possibly affects her.

Ms. Norgren story is she knew nothing about why staff would be packing up not one but three banker boxes of my papers and belongings, that a courier has been brought into the building on the 9th to both get boxes and to personally serve me with the termination letter; he is carting out boxes to his vehicle and Ms. Norgren is what, gone from the building, has no idea what her employees are doing? And when the bill comes due to pay for all of that – what? She isn't keeping track of the Swedish Club's expenditures enough that bills for couriers, process servers, and the concomitant legal fees escape her notice?

In addition, Ms. Norgren is never told during her job interviews in January and February 2023 with the board members, Ms. Alaimo, and Ms. Lucas that the Swedish Club has at least one material legal controversy and potential lawsuit against it related to Elizabeth Campbell - that she might have to work with, if nothing else provide document support for and interact with the Swedish Club lawyers about?

How is it the other executive director interviewees know about this pressing legal matter, including for example Malin Jonsson, but Ms. Norgren has somehow remained ignorant of it all?

I believe something like that would have been shared with Ms. Norgren so that if nothing else she would not be able to turn on the Board in the future and claim that she was hired under false pretenses. I understand a version of that happened with her prior employer, Vasa Park; she turned on them.

There is also the matter of Ms. Norgren's meeting and the Swedish Club's legal team's communications with Donna in March 2023. I never learned her last name but Donna is an investigator that was hired by Christine Ross to work on my behalf in March/April 2023 along with Ms. Ross's attorney.

My understanding is Donna undertook an investigation of Ms. Norgren that included her speaking to her about the disputed matters involving me in 2022/2023, and about my subsequent termination.

According to Ms. Ross's March 11, 2023 text message to me, "Sorry, I ha Donna called at about 7..... she did find her [Ms. Norgren's] criminal charge. She also found a couple of other issues in her past..... imagine that!!!!!! Jesus Christ it never stops. Donna is going in person, to the Swedish Club on Monday wearily afternoon." I responded, "I'll look forward to hearing about Donna's visit with the new ED - I'm betting she's just a new version of Kristine."

Ms Ross told me, "Donna is going to simply stop by sometime in the afternoon [03/13/23]. It's rather hard to imagine how she will react...I suppose it may depend on how much this woman actually knows! Donna has been doing investigative work for many years. She won't give up a thing. Donna feels it's important to know something of what this woman knows and her attitude about it. She also feels that a few of the board members may leave on their own."

What I was told by Ms. Ross is Donna did in fact meet with Ms. Norgren on that Monday, March 13, 2023.

After that meeting Ms. Ross supplied me with regular updates about subsequent communications between Ms. Norgren, the Swedish Club's lawyers and Donna and the attorney she worked for, "Donna called me last night and advised that they will be expecting word sometime today from the SC side..... she was told it would be today, the 20th. I told her that I would be available. She will call me as soon as she hears from them. I am also available tomorrow all day, so depending on the time I'll be able to leave."

On March 30, 2023 I was told that Ms. Norgren had participated in a Zoom conference call with Ms. Ross's attorney, the Swedish Club's insurance adjuster, its attorneys, and Ms. Norgren, "He spoke at length with the Insurance rep that has been assigned , after which he spoke via Zoom with Elizabeth Nordgren and the representative assigned to Swedish. Club from the legal team representing the Swedish Club. We will be meeting on Tuesday the 4th at 9:30 am. There is a Zoom call scheduled with Nordgren and insurance rep, you will be part of. That is scheduled for 10:30. Jeff wants an hour to go over what the call will cover then after the meeting time to cover your concerns. Anyway I'm getting this right to you.... 9:30 on Tuesday morning."

By April 11, 2023 I was told that instead of meeting, the Swedish Club's representatives had sent me a settlement offer instead. As per Ms. Ross, "Good morning..... I didn't sleep much until early this morning and then my home started ringing soon after. Your letter was drafted and sent last Friday the 7th. It was sent registered mail, as it is a secure matter. This can take 3 to five days and does not include weekends as it requires a signature each stop. It should be delivered to you between tomorrow and Friday. This rices is typical of any Major Insurance company. We or should I say you, will have to just hold on to see what they have determined is a reasonable offer, prior to moving forward."

That letter never materialized.

On April 17, 2023 I sent an email to Ms. Norgren and the board. In fact, she was the lead, cc'd addressee on the email and is called out in the email. The email was regarding my on-going litigation hold letter. I sent the email to all parties, but I specifically highlighted that it was to give Ms. Norgren a heads up that litigation was pending and to be sure she maintained the integrity of the Swedish Club's, parties, records in this matter. I reminded everyone about the hold letter from the prior year, that it was still in effect, and attached a copy of it to my April 17, 2023 email. A copy of that email is attached hereto.

On that note, what are the implications for the no doubt story that comes out of the perjured statements by Ms. Norgren? She never saw the April 17th email and so has been fecklessly expunging and destroying the Swedish Club's records for over a year? Throwing out papers, cleaning hard drives and the like? Is that why the Swedish Club is fighting to keep from having to go through discovery?

And then there is the City of Seattle office of civil rights communications going to the Swedish Club during this same time period – five months before Ms. Norgren claims to know anything about this matter.

The City sent out its charges against the Swedish Club in my case to the Swedish Club. That happened between April 17th and April 19th, 2023. Someone at the Swedish Club had to have gotten that mail. I cannot believe that Ms. Norgren would have not seen that. Somebody at the club opened that mail, I know that because it made it to the Club's lawyers - by early May 2023 they responded to the City that they wanted to go to mediation. For the next several months that was a topic of discussion between the Swedish Club, my then attorney, with the City, and with the mediators. Ms. Alaimo knew about that. She didn't share with her supervisor, Ms. Norgren, what she was doing with her time as a Swedish Club employee?

According to the Swedish Club's Bylaws, Article 3 § 3.21, The Executive Director shall have full authority for direction of employees of the corporation, if any." My takeaway if I am to against all evidence to the contrary to believe Ms. Norgren's declaration is to understand that she had no authority over at least Ms. Alaimo and all of her activities, her engaging other Swedish Club employees to pack former employees up and get them out the door, was unilaterally hiring service providers, people came and went, Toene was paying all the bills and Ms. Norgren was oblivious to it all.

And, given that the Ms. Norgren is an ex officio member of of the board and of its committees, she would have sat in on the board's public and private sessions, been party to all of the discussions about public and private matters. There were discussions about mediation and settlement between the City, my attorney, the Club's lawyers, the board leadership at least, although Kris Johansson says he knew all about it, Ms. Norgren again if we are to believe her, each month she sat through board meetings, discussions going on around her and absorbed no conversation, ended up six months in with zero knowledge about this matter.

Furthermore, Ms. Norgren as one of her key jobs is required to oversee the payment of the Club's bills, its legal fees it was running up. Isn't she responsible for knowing what they were for and how much they had come to? Wouldn't she at least have a passing knowledge about Ms. Alaimo

running up bills to hire couriers and process servers to dispatch employees; and Ms. Norgren would have been privy to the financial statements, for their being presented to the board and to any members. The financial statements have always included the attorney and other related professional expenditures in this and other similar matters. Remember, in 2022 the Swedish Club spent \$80,000 investigating me.

Is Ms. Norgren is going to contend she had no idea for six months about any of this matter from March 6, 2023 to September 2023, that she had not control over Ms. Alaimo, didn't know what she was doing, didn't know what she was spending, Toene is busy paying bills for all manner of things related to the legal fees, services, and the like, but Ms. Norgren is going to claim ignorance or innocence as the case may be?

Just with the scant information I have provided here Ms. Norgren's declaration, her statements defy credulity. And I suspect when discovery resumes the lie will turn out to be much worse.

I believe as an officer of the court your first duty lies with the court not to your client, that you are required to report the false statement and rectify the situation.

My understanding of RPac 3.3(a)(4) is that if a lawyer comes to know that he or she has offered material evidence that is false, such as false client testimony, then the lawyer must promptly disclose this fact to the tribunal unless disclosure is prohibited by RPC 1.6. RPC 3.3(c); and

“According to RPC 1.16, a lawyer shall terminate representation if the representation will result in violation of the Rules of Professional Conduct or other law. **If the lawyer knows that the client has committed perjury and the client has refused to consent to disclosure of the false statement to the tribunal, the lawyer must terminate the representation.**”

A false statement was made and it was entered into the court record – even under your seal as an officer of the court as to its veracity.

In addition, I will report this matter to the King County prosecutor for further investigation of a potential violation of RCW 9A.72, Perjury and Interference with Official Proceedings. I'm sure Ms. Norgren does not wish to add to her criminal history.

I feel this is the act of a seasoned miscreant; and the false information is so far from being truthful given the circumstances Ms. Norgren was asked to testify about that it is not even close to being inadvertent – it appears to be an absolutely intentional effort to mislead in an official proceeding, and perhaps with the incentive that her employer, the Swedish Club, your client, will reward her in some way.

Please advise me at your earliest opportunity the steps you are taking or have taken to correct this matter, along with a professional apology for this occurring in the first place.

And given that this is the second Swedish Club employee, and a highly placed one at that, has delivered a false affidavit in this matter, its not acceptable to do the “I beg your pardon” routine for this one. Thanks Mike.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth". The signature is written in a cursive style with a long, sweeping tail on the letter 'z'.

Elizabeth Campbell, MPA
Plaintiff Pro Se

cc: Swedish Club NW Litigation

Elizabeth Campbell Charge between CITY OF SEATTLE and Elizabeth A. Campbellqq is Signed and Filed!

Katie Vail <adobesign@adobesign.com>

Thu, Apr 13, 2023 at 8:21 AM

Reply-To: Katie Vail <Katie.Vail@seattle.gov>

To: Elizabeth A. Campbellqq <neighborhoodwarrior@gmail.com>, Katie Vail <Katie.Vail@seattle.gov>, steven@pacwestjustice.com <steven@pacwestjustice.com>



1 BEFORE THE SEATTLE OFFICE FOR CIVIL RIGHTS
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3 Elizabeth Campbell, CASE NO.
4 Charging Party, EMPLOYMENT CHARGE
5 vs.
6 Swedish Cultural Center Inc.,
7 Respondent.
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11 I.
12 The above-named Respondent is hereby charged with unfair employment
13 practices with respect to failure to hire due to age, disability, and race, and
14 retaliation for engaging in a protected activity in violation of the Seattle Fair
15 Employment Practices Ordinance, Seattle Municipal Code (SMC) 14.04, as
16 amended.
17
18 The charge is based on the following:
19 I, Elizabeth Campbell, a mixed-race person over the age of 40 years old with a
20 disability who engaged in a protected activity, worked for Respondent in the
21 position of Cook at 1920 Dexter Ave North, in Seattle, Washington from
22 November 2021 to March 9, 2023.
23 For the purpose of establishing jurisdiction under SMC 14.04, as amended,
24 Respondent employs 1 or more employees and the charge alleging unlawful
25 employment discrimination was filed within one year and six months after the
26 occurrence of the alleged unfair employment practice.
27
28 I believe I have been discriminated against due to age, race, disability, and
engaging in a protected activity because
E. I am a person with a disability and am over the age of 40. I am
mixed race. I am also a person who engaged in a protected activity.
EMPLOYMENT CHARGE - I

Elizabeth Campbell Charge between CITY OF SEATTLE and Elizabeth A. Campbellqq is Signed and Filed!

To: Elizabeth A. Campbellqq, Katie Vail and steven@pacwestjustice.com

Attached is a final copy of **Elizabeth Campbell Charge**.

Copies have been automatically sent to all parties to the agreement.

You can view [the document](#) in your Adobe Acrobat Sign account.

Why use Adobe Acrobat Sign:

- Exchange, Sign, and File Any Document. In Seconds!
- Set-up Reminders. Instantly Share Copies with Others.
- See All of Your Documents, Anytime, Anywhere.

Bruce Harrell, Mayor
Derrick Wheeler-Smith, Director

April 19, 2023

Elizabeth Campbell
c/o Steven Toff
200 W. Mercer Street, Ste 506
Seattle, WA 98119
Email: steven@pacwestjustice.com

Sent via USPS

RE: Notice of Discrimination Charge
Elizabeth Campbell v. Swedish Cultural Center Inc.
Case No. 2023-01536-PE

Dear Elizabeth Campbell:

The Seattle Office for Civil Rights (SOCR) received your charge alleging a violation under the Fair Employment Practices Ordinance, Seattle Municipal Code Chapter 14.04, as amended. A copy of the charge is enclosed.

SOCR encourages parties to consider settling disputes. The enclosed sheet describes various settlement options that might be available to you. Parties have an opportunity to resolve charges through dispute resolution. If one or both parties choose not to settle the case through early resolution, SOCR will conduct a fair and impartial investigation by gathering all relevant information. Unless the matter is resolved earlier, we will complete the investigation by issuing a written finding of fact and a decision about whether there has been a violation. You will be provided with a full copy of SOCR's finding and decision at the end of the investigation.

Please contact Enforcement Director Mike Chin at (206) 684-8063 or at Mike.Chin@seattle.gov at your earliest convenience to set up a meeting to discuss settlement options and to provide additional information that will support your allegations.

Be aware that it is unlawful to coerce, intimidate, threaten, or interfere with a person in the exercise of their rights under the law. If you believe that anyone has taken such actions against you because you filed a complaint, please inform the investigator assigned to your case.

Please keep us informed of your current address and contact information. If we cannot contact you, we cannot continue to process your charge.

Sincerely,

Handwritten signature of Michael Chin in cursive script.

Michael Chin
Civil Rights Enforcement Director

Enclosures



BEFORE THE SEATTLE OFFICE FOR CIVIL RIGHTS

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Elizabeth Campbell,

Charging Party,

vs.

Swedish Cultural Center Inc.,

Respondent.

CASE NO. 2023-01536-PE

EMPLOYMENT CHARGE

I.

The above-named Respondent is hereby charged with unfair employment practices with respect to failure to hire due to age, disability, and race; and retaliation for engaging in a protected activity in violation of the Seattle Fair Employment Practices Ordinance, Seattle Municipal Code (SMC) 14.04, as amended.

II.

The charge is based on the following:

I, Elizabeth Campbell, a mixed-race person over the age of 40 years old with a disability who engaged in a protected activity, worked for Respondent in the position of Cook at 1920 Dexter Ave North, in Seattle, Washington from November 2021 to March 9, 2023.

For 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 within one year and six months after the occurrence of the alleged unfair employment practice.

III.

I believe I have been discriminated against due to age, race, disability, and engaging in a protected activity because:

- 1. I am a person with a disability and am over the age of 40. I am mixed-race. I am also a person who engaged in a protected activity.


- 1 2. I worked for Respondent in the position of Cook at 1920 Dexter Ave
2 North in Seattle, Washington from November 2021 to March 9,
2023.
- 3 3. On March 17, 2022, I applied for the Food Services Manager
4 position with Respondent.
- 5 4. On March 21, 2022, I met with Respondent's Executive Director to
6 discuss my application for the Food Services Manager position.
7 The Executive Director informed me that she was not going to
8 consider me or interview me for the position. I believe I was not
9 selected for the position because of my age, disability, and mixed-
10 race.
- 11 5. On March 21, 2022, the Food Services Manager position was
12 posted on Respondent's website. The job posting stated that a
13 candidate must have "the physical strength to work alone in a
14 kitchen/or prepare meals for a large group of people." I believe that
15 this physical strength requirement was added to the job posting to
16 discriminate against me because of my disability.
- 17 6. On May 4, 2022, I notified Respondent that I filed claims of
18 discrimination against Respondent. This is an exercise of a
19 protected activity.
- 20 7. On July 27, 2022, I applied for the Food Services Manager position
21 with Respondent.
- 22 8. On August 5, 2022, I was interviewed for the position.
- 23 9. On September 7, 2022, Respondent informed me I would not be
24 hired for the Food Services Manager position. I believe I was not
25 selected for the position because of my age, disability, and mixed-
26 race.
- 27 10. On March 3, 2023, Respondent informed me that I was being
28 placed on paid administrative leave due to my conduct at a March
1, 2023, Board meeting. I believe that this was retaliation for
engaging in a protected activity.
11. On March 9, 2023, Respondent informed me that my employment
was terminated. I believe that this was retaliation for engaging in a
protected activity.

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12. I believe Respondent violated SMC 14.04, as amended, by failing to hire me due to my disability, age, and race, and retaliating against me for engaging in a protected activity.

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

Signed at Seattle, Washington, this 13 day of April, 2023.


Elizabeth A. Campbell (Apr 13, 2023 08:21 PDT)
Elizabeth Campbell, Charging Party

Rev. 9/99



Seattle
Office for Civil Rights

You Have Options: Opportunities for Early Resolution

Seattle Office for Civil Rights (SOCR) encourages you to explore all your options. Here are some opportunities parties have for early resolution:

Facilitated Settlement: SOCR investigators help parties reach an agreement that works for everyone. SOCR will communicate settlement offers between parties.

Third Party Mediation: SOCR will refer the case to the City of Seattle Alternative Dispute Resolution (ADR) program at no cost to you. Mediation is a voluntary and facilitated process held by a neutral third party, who attempts to help parties reach a mutually satisfactory resolution. Mediation occurs outside of the SOCR office and without the involvement of our staff members. Inform us as soon as possible if you are interested in mediation, as ADR may have limited availability.

If parties do not use facilitated settlement or third party mediation, or if the complaint cannot be resolved through either process, SOCR will conduct a full investigation. **At any time during the investigation, both parties can agree to facilitated settlement or third party mediation.**

To learn more, call (206) 684-4500 and ask to speak to the case investigator.

810 Third Avenue, Suite 750, Seattle, WA 98104-1627
Tel: (206) 684-4500, Fax: (206) 684-0332, TTY: (206) 684-4503
www.seattle.gov/civilrights

Accommodations for people with disabilities and language interpretation provided upon request.

August 2016



BEFORE THE SEATTLE OFFICE FOR CIVIL RIGHTS

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Elizabeth Campbell,

Charging Party,

vs.

Swedish Cultural Center Inc.,

Respondent.

CASE NO. 2023-01536-PE

EMPLOYMENT CHARGE

I.

The above-named Respondent is hereby charged with unfair employment practices with respect to failure to hire due to age, disability, and race; and retaliation for engaging in a protected activity in violation of the Seattle Fair Employment Practices Ordinance, Seattle Municipal Code (SMC) 14.04, as amended.

II.

The charge is based on the following:

I, Elizabeth Campbell, a mixed-race person over the age of 40 years old with a disability who engaged in a protected activity, worked for Respondent in the position of Cook at 1920 Dexter Ave North, in Seattle, Washington from November 2021 to March 9, 2023.

For 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 within one year and six months after the occurrence of the alleged unfair employment practice.

III.

I believe I have been discriminated against due to age, race, disability, and engaging in a protected activity because:

- 1. I am a person with a disability and am over the age of 40. I am mixed-race. I am also a person who engaged in a protected activity.

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2. I worked for Respondent in the position of Cook at 1920 Dexter Ave North in Seattle, Washington from November 2021 to March 9, 2023.
3. On March 17, 2022, I applied for the Food Services Manager position with Respondent.
4. On March 21, 2022, I met with Respondent's Executive Director to discuss my application for the Food Services Manager position. The Executive Director informed me that she was not going to consider me or interview me for the position. I believe I was not selected for the position because of my age, disability, and mixed-race.
5. On March 21, 2022, the Food Services Manager position was posted on Respondent's website. The job posting stated that a candidate must have "the physical strength to work alone in a kitchen/or prepare meals for a large group of people." I believe that this physical strength requirement was added to the job posting to discriminate against me because of my disability.
6. On May 4, 2022, I notified Respondent that I filed claims of discrimination against Respondent. This is an exercise of a protected activity.
7. On July 27, 2022, I applied for the Food Services Manager position with Respondent.
8. On August 5, 2022, I was interviewed for the position.
9. On September 7, 2022, Respondent informed me I would not be hired for the Food Services Manager position. I believe I was not selected for the position because of my age, disability, and mixed-race.
10. On March 3, 2023, Respondent informed me that I was being placed on paid administrative leave due to my conduct at a March 1, 2023, Board meeting. I believe that this was retaliation for engaging in a protected activity.
11. On March 9, 2023, Respondent informed me that my employment was terminated. I believe that this was retaliation for engaging in a protected activity.

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12. I believe Respondent violated SMC 14.04, as amended, by failing to hire me due to my disability, age, and race, and retaliating against me for engaging in a protected activity.

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

Signed at Seattle, Washington, this 13 day of April, 2023.


Elizabeth A. Campbellqq (Apr 13, 2023 08:21 PDT)
Elizabeth Campbell, Charging Party

Rev. 9/99

Hold Letter Email Transmittal

Elizabeth Campbell, MPA <neighborhoodwarrior@gmail.com>

Mon, Apr 17, 2023 at 12:07 PM

To: Shama Albright <shamaalbright@msn.com>

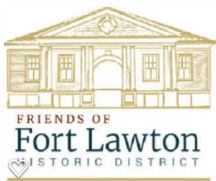
Cc: Elizabeth@swedishclubnw.org, Elizabeth Campbell <neighborhoodwarrior@gmail.com>, Gary Sund <garysund@ymail.com>, Kris Johansson <fiddlerkris@hotmail.com>, Martin Johansson <mkj011779@msn.com>, Mary Emerson <maryemerson115@gmail.com>, Neil Snyder <neilsnyder@outlook.com>, Olson Smith Molly <maosmith@msn.com>, "Petersen, Chelsea D. (SEA)" <cdpetersen@perkinscoie.com>, Sarah Alaimo <Sarah@swedishclubnw.org>, ibodderson@hotmail.com, langdonlmiller@gmail.com, peterickj122@msn.com

With the advent of the new executive director and the HR agent for Great American Insurance filling key positions now at the Swedish Club I feel it might be a good time to send this reminder to ensure the integrity of the records held by the Swedish Club.

Please find attached a copy of the Litigation hold letter from May 5, 2022 - it is still in effect. The reminders and implications of abiding by the imperatives of the letter have never ceased to exist. They continue to today and into the future.

/s/

Elizabeth Campbell, MPA



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EACampbell

 **Ltr SC Litigation Hold 05-05-22.pdf**
484K

Elizabeth Campbell
Author Chef Entrepreneur

May 5, 2022

Swedish Club
Shaama Albright, President Board of Directors
Kristine Leander, Executive Director
Swedish Cultural Center
1920 Dexter Avenue N.
Seattle, WA 98109

Re: Request for Retention and Preservation of Swedish Club Administration, Board, and Membership Records

Dear Ms. Albright and Ms. Leander,

This is a notice and request to the Swedish Cultural Center d/b/a the Swedish Club ("Club") to preserve all electronically stored information, copies and backup, as defined by Rule 34 of the Federal Rules of Civil Procedure and CR 34 of the Washington State Court Rules, along with any paper files which the Club retains, relevant to the administrative proceedings for complaints I have made to the Seattle Office of Civil Rights, the Washington Human Rights Commission, and the U.S. EEOC about employment and membership related discrimination against me by the Swedish Club related to disability, age, and national origin; as well as relevant to pending litigation related to breach of contract, invasion of privacy, consumer protection, defamation, false light, intentional infliction of emotional distress, and sexual harassment.

I consider this electronic data and paper files to be valuable and irreplaceable sources of reviewable and discoverable information in these matters. In the future I will be seeking to review the books of the corporation, the books of the Club's administrative business operations, and the books of the board, its and membership business related materials, and if and when it comes to it, seeking discovery of electronic data in the Club's and its employees' or in the Board and its members' custody and control that is relevant to these matters - including without limitation emails, text and chat messages of every kind, and other information contained on any of the Club's computer systems, any of its electronic devices, and any electronic storage systems, including but not limited to its account on OneDrive, or Google Drive, and Dropbox.

By way of further explanation, a party's obligation to preserve evidence is generally held to arise when the party knows or has reason to know that evidence may be relevant to future litigation. This "reasonable anticipation of litigation" standard means that any person or corporation who should see a claim or lawsuit on the horizon must act, even before a preservation letter or lawsuit has materialized, to cease activities likely to destroy electronic or tangible evidence and must take affirmative steps to preserve such evidence. I'm just sharing with you a portion of the reasons behind this letter.

I am placing the Board and the Club on notice to preserve all documents, including but not limited to those regarding myself, and/or any members or employees of the Club, past, present, or future, any Board member held information, documents of every kind related to the Club's business.

I am confident that the Board and the Club administration already has taken steps to preserve this data since it had an obligation to preserve relevant documents in general related to its governance of the corporation, and by extension the Club's operation. Thus, no actions should have been taken or procedures should have been implemented to alter any active, deleted or fragmented data. Moreover, no electronic data should have been disposed of or destroyed.

I further trust that the Board, the Club will continue to preserve such electronic data and paper files throughout this matter.

Of further note, pursuant to the Federal Rules of Civil Procedure and the Washington State Court Rules every party to a lawsuit has a duty to preserve all evidence which could be relevant to the suit. This includes the duty to preserve all electronic evidence, such as emails discussing people, incidents, or matters at issue in an administrative complaint or a lawsuit.

This duty to preserve evidence is broad and extends to all documents, regardless of whether the document is stored electronically (such as email) or in hard-copy and regardless of the type of document. For example, reports, spreadsheets, photographs, electronic recordings of board meetings or other online meetings, text messages, and videotapes are all considered documents that must be preserved. Furthermore, the duty to preserve this documentary evidence extends to all documents in existence as of the time you reasonably anticipate an administrative proceeding against you or litigation.

To ensure that all relevant documents are preserved, you should communicate directly with all board members, committee members, employees or agents of every kind who have possession or control of potentially relevant evidence, including but not limited to outside contractors, volunteer or not, volunteers, personnel who handle the corporation's and the Club's documents stored online, such as those held by a storage service (OneDrive, Google Drive, Dropbox et al), the corporation's web pages, email retention, deletion, and archiving.

You should advise each of these persons or company/companies to preserve any relevant documents in their custody. Furthermore, you should advise all such persons that any regularly scheduled and/or automatic deletion of email or other electronic documents must be discontinued with respect to any relevant data. In addition, any document destruction (such as shredding of documents) must cease with respect to any relevant documents. All relevant documents, both electronic and paper, must be preserved for the duration of the administrative proceedings or litigation.

Relevant documents include but are not limited to the following:

1. a. All electronic mail and information about electronic mail (including message contents, header information, and logs of electronic mail system usage) sent or received by including but not limited to Kristine Leander, Anis Rahman, Toene Hayes, to all from January 1, 2019 through May, 2022 Board members, to all Club volunteers and employees since January 1, 2015.
- b. All other electronic mail and information about electronic mail (including message contents, header information, and logs of electronic mail system usage) containing information including about but not limited to Club board members, board elections, board procedure, board meetings (executive and non-executive sessions), employees, employment, jobs, hiring, firing, discipline, and retirement; and all electronic recordings, visual or audio, of Club business meeting or Club board meetings via Zoom, online, or in-person.
- c. All databases (including all records and fields and structural information in such databases);
- d. All logs of activity on computer systems, which may have been used to process or store electronic data containing information;

2. Replacement of Data Storage Devices: Do not dispose of any electronic data storage devices and/or media which may be replaced due to failure and/or upgrade and/or other reasons that may contain electronic data meeting the criteria listed in paragraph 1 above;

3. Fixed Drives on stand alone Personal Computers and Network Workstations: The electronic data meeting the criteria listed in paragraph 1 above, which existed on fixed drives attached to stand alone desktop computers or laptops and/or network workstations or other electronic devices at the time of this letter's delivery: do not alter or erase such electronic data, and do not perform other procedures (such as data compression and disk de-fragmentation or optimization routines) which may impact such data, unless a bit-stream copy has been made of such hard drive. Such copies shall be preserved for the duration of the administrative proceedings and litigation.

4. Programs and Utilities: Preserve copies of all application programs and utilities which may be used to process electronic data covered by this letter.

5. Log of System Modifications: Maintain an activity log to document modifications made to any electronic data processing system that may affect the system's capability to process any electronic data meeting the criteria listed in paragraph 1 above, regardless of whether such modifications were made by employees, contractors, vendors and/or any other third-parties.

6. Personal Computers Used by Kristine Leander, Anis Rahman, Toene Hayes, Chris Sisco, Wendy Lundin, Jan Sullivan, and/or their Assistants: The following steps should immediately be taken in regard to all personal computers used by them and/or their assistants:

a. As to fixed drivers attached to such computers, a bit-stream copy should be made of all electronic data on such fixed drivers relating to the criteria listed in paragraph 1 above; This bit-stream copy will include all active files and the unallocated space of the hard drive. Such copies should be preserved until this matter reaches its final resolution.

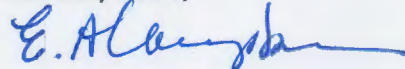
b. All floppy disks, CDs, DVDs, USB drives, magnetic tapes and cartridges, and other media used in connection with such computers prior to the date of delivery of this letter containing any electronic data relating to the criteria listed in paragraph 1 above; should be collected, copied and put into storage for the duration of the legal matters herein.

c. All data on any handheld electronic devices (e.g., wireless phones, tablets) shall be preserved by creating a bit-stream copy of the device, which copy shall be preserved for the duration of this lawsuit.

7. Evidence Created Subsequent to this Letter: With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and defendants should take whatever steps are appropriate to avoid destruction of evidence.

Please do not hesitate to contact me if you have any questions.

Sincerely Yours,



Elizabeth Campbell

PROOF OF MAILING

I declare:

1. On May 5, 2022 I mailed the *Hold Letter SC Board - Club* dated May 5, 2022 to the Swedish Club by depositing it in the U.S. Post Office mail, postage prepaid, first class, certified to address, etc. to the address below:

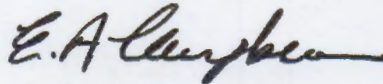
Swedish Club
1920 Dexter Ave N
Seattle, WA 98109

1. I emailed a copy of the above letter also to Shama Albright and Kristine Leander to their email addresses below:

sjamaalbright@msn.com and to kristine@swedishclubnw.org

I declare under penalty of perjury under the laws of the state of Washington that the statements on this form are true.

Dated May 5, 2022, at Seattle, Washington.



ELIZABETH A. CAMPBELL
3826 24th Avenue West
Seattle, WA. 98199

Ph: (206) 769-8459
Fax: (206) 283-6300
E-mail: neighborhoodwarrior@gmail.com

Dear Swedish Club Board, Administration and Members,

Oct. 18, 2023

I have heard from many of you that at the last members' dinner, I was criticized for the events surrounding the Club's transition to the new ED. Thank you to all of you gathered tonight for listening to my response.

Whether a new U.S president badmouths his predecessor or the Swedish Club leadership belittles me, trashing your predecessor is not professional. It actually says more about the trasher than the trashee—that you have no grace or decency, no diplomacy or respect for the position your predecessor held. Publicly blaming me at the last meeting for events around the transition, when I had no opportunity to defend myself, is as wrong as announcing to members that our bookkeeper, Toene, was fired, which Board Members have done twice now. Evidently some Board Members don't understand that publicly announcing a firing is bad HR practice, and in some cases, may be grounds for a lawsuit.

I'd like to give an account of events during the transition so you understand my experience. On Oct. 3, 2022, I announced to the Board that I wanted to retire within six months. They held a meeting with me between then and the day I was escorted to the door. No one said, "Let's plan the transition together," discussed their expectations, or asked what I needed to prepare for a new ED, except giving me a list of questions I was to answer. I responded to some of those questions in writing, but determined that some were better left for explaining. I also started a document of items as they came to me—the thousand and one things one knows in my position. Sort of a brain dump.

Elizabeth was due to arrive on Monday, March 6, 2023, and the Board scheduled me to be gone by noon on Tuesday, March 7. One and a half days of overlap. Planning such a short time together implied that there was not much Elizabeth would need to learn from me. She arrived and we started to debrief. On Tuesday morning, she said to me, "I don't want you to leave yet. Can you stay longer?" "Of course," I said, "as long as you need." I asked her to check with the Board, since they had planned the one and a half day overlap. By the way, since files were on my PC I asked her if I could stay at my computer during our training. She agreed.


However, from Tuesday on, Elizabeth kept busy meeting individually with staff members, and had an all-staff meeting from which I was excluded. I did not think it was my role to lasso her to get her to sit down with me. By Friday morning, March 10, we both agreed that we had not spent enough time together. Fridays are busy with lunch and dinner, and so I suggested we go two more days—the following Monday and Tuesday, so Elizabeth could dedicate herself to spending time with me to wrap it up. She agreed.

But at 4 p.m. on that same Friday, Vice President Molly arrived in the office, saying that I had to leave *right now*, because the Board wanted me gone. I explained about the Monday and Tuesday wrap-up, but she was adamant that I had to leave and it was a Board decision. I negotiated to stay one more hour to do a bit more clean-up. Elizabeth gave me a bouquet of yellow roses, which she said signified friendship, and then Molly came back at 5 p.m. to make sure I left the building. It was humiliating.

Now I hear I'm being blamed for not training Elizabeth. There's a tacit admission here: if the Board hired someone who wasn't ready for the job, her lack of preparation isn't my fault. Board Members can't both boot me out and complain that I haven't adequately trained my replacement.

Keep in mind: I brought the Club from being \$335,000 in debt in 2011 to having a \$3m foundation, a Vanguard investment account of just under \$1m, and a new property acquisition when I left in 2023. I'm getting very tired of the bashing I'm receiving from the Board and Club leadership. From Vice President Molly ejecting me from the Club at the request of the Board, to Executive Director Elizabeth's and Facility Manager Joel's frequent complaints about "previous administration," to what was said about me at the last members' meeting, Swedish Club members deserve more professionalism from their leaders. If you can't stop bashing me for the sake of simple courtesy, or the sake of the Executive Director role—or your own appearance of professionalism—please stop for the sake of Swedish Club members who deserve better from their leaders.

Again, thank you for listening and sharing this letter.

Kristine Leander 

SWEDISH CULTURAL CENTER

1920 Dexter Avenue North
Seattle, WA 98109
(206) 283-1090

COLUMBIA BANK
(206) 223-1000
34-5271251

66220

3/16/2023

PAY TO THE ORDER OF Elizabeth Campbell

\$**58.31

Fifty-Eight and 31/100*****

DOLLARS

Elizabeth Campbell
3826 - 24th Ave. West
Seattle, WA 98199

AUTHORIZED SIGNATURE

MEMO

Refund prorated individual dues

⑈066220⑈ ⑆1251087⑆ 85150100⑈

SWEDISH CULTURAL CENTER

66220

Elizabeth Campbell

3/16/2023

Refund prorated individual dues

58.31

Checking-Columbia x Refund prorated individual dues

58.31

CHECK HAS NOT BEEN NEGOTIATED

Photo Safe Deposit
Details on Back.

CERTIFICATE OF SERVICE

I, Elizabeth A. Campbell, certify that on June 24, 2024, I caused to be served a true and correct copy of the following documents, PLAINTIFF’S SURREPLY TO DEFENDANT SWEDISH CLUB EXECUTIVE DIRECTOR ELIZABETH NORNGREN’S MOTION FOR SUMMARY JUDGMENT [MOTION 8] AND SUPPORTING FALSE DECLARATION (APRIL 26, 2024) AND FALSE SECOND DECLARATION (JUNE 20, 2024) via the method indicated below and addressed to the following:

Vi Jean Reno, WSBA #9385
Law Offices of Vi Jean Reno
1420 Fifth Ave, Ste 3000
Seattle, WA 98101
206-622-4100
vjreno@renolawsea.com
 Legal Messenger
 U.S. Mail
 E-mail
 KCLGR 30 electronic service

Def Vi Reno Pro Se

John Taylor Bender, WSBA #49658
Kristen Barnhart
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Seattle, WA 98104
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Emerson, Odderson, Miller, Schee,
Snyder, K. Johansson A. Faino, S.
Alaimo, Swedish Cultural Center,
Swedish Club Foundation***

Nicholas Larson, WSBA #46034
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mmenendezpintado@mpbf.com
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 E-mail
 KCLGR 30 electronic service

Attorney for Def Matthiesen

Signed on June 24, 2024, at Seattle, Washington.



Elizabeth A. Campbell, MPA
Plaintiff, Pro Se