

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.

SWEDE DREAMS, L.L.C,
a Florida limited liability company, and
WILLIAM LJUNGSTROM, individually,

Plaintiffs,

v.

LOTUS PALM HOMEOWNERS ASSOCIATION,
INC., a Florida corporation;
GRS MANAGEMENT ASSOCIATES, INC.,
a Florida corporation; and
YAN SHVARTS, LORI MURRIN, and
JEFFREY SPITZER, all individually,

Defendants.

COMPLAINT FOR DEFAMATION, ETC.

Plaintiffs, SWEDE DREAMS, L.L.C, a Florida limited liability company, and WILLIAM LJUNGSTROM, individually (collectively, “Mr. Ljungstrom”), sue Defendants, LOTUS PALM HOMEOWNERS ASSOCIATION, INC., a Florida corporation; GRS MANAGEMENT ASSOCIATES, INC. d/b/a GRS Community Management, a Florida corporation; and YAN SHVARTS, LORI MURRIN, and JEFFREY SPITZER, all individually, and allege:

Nature of Case, Jurisdiction, and Venue

1. This is an action for defamation per se, defamation, tortious interference with a contractual relationship, civil theft, and breach of contract, all of which largely emanate from the malicious and vile misconduct of homeowners’ association Board Members who are under the false impression they wield inviolable power and are above the law.

2. The amount in controversy exceeds \$50,000 and jurisdiction is otherwise applicable under Fla. Stat. § 26.012(2).

3. This Court has personal jurisdiction over Defendants under Fla. Stat. § 48.193(1)(a)(1) because they are Florida residents who operate, conduct, engage in or carry on a business or business venture and have an office or agency in Florida; § 48.193(1)(a)(2) because they egregiously defamed Mr. Ljungstrom, also a Florida resident, and tortiously interfered with a contract, in Florida; and § 48.193(1)(a)(7) because they breached a contract in Florida by failing to perform acts required under the contract to be performed here.

4. Venue is proper in this Court under Fla. Stat. § 47.011 because all parties reside, and the causes of action accrued, in Palm Beach County, Florida.

Parties

5. Plaintiff, Swede Dreams, L.L.C (“Swede Dreams”), is a single-member Florida limited liability company involved primarily in providing management services for fitness, tennis and pickleball services, programs, and instruction at racquet center facilities in South Florida.

6. Plaintiff Mr. Ljungstrom is a tennis and pickleball professional who is the sole member and principal of Swede Dreams.

7. Defendant Lotus Palm Homeowners Association, Inc. (the “Lotus Palm Association” or the “Association”) is a Florida homeowner association for the Lotus Palm upscale residential community in Boca Raton, Florida.

8. Defendant GRS Management Associates, Inc. d/b/a GRS Community Management (“GRS Management”) is the property manager for the Association and is responsible in all respects for the management of the Lotus Palm upscale residential community.

9. Defendants Yan Shvarts, Lori Murrin, and Jeffrey Spitzer are individual Board Members and corporate officers of the Association all of whom directly performed, engaged in, participated, supervised, controlled, approved, and/or ratified the unlawful activities giving rise to this lawsuit (collectively, the “Board Members”).

Contractual Nature of Rendering of Professional Racquet Services

10. Mr. Ljungstrom is a highly reputable, experienced, and expert in the field of professional tennis and pickleball services, including, without limitation, operating and managing residential community fitness, tennis and pickleball programs, racquet centers, and individual and group tennis instructions (collectively, the “Racquet Center Services”).

11. On or about April 2, 2025, under a Professional Racquet Center Services Independent Contractor Agreement, Mr. Ljungstrom, as “Director of Racquet Sports,” began providing Racquet Center Services to the Lotus Palm Association.

12. On or about May 1, 2025, under a Fitness Amenities Operation Agreement, Mr. Ljungstrom, as “Director of Fitness,” began providing Fitness Center Services to the Lotus Palm Association.

13. Mr. Ljungstrom is extremely personable, well-liked and respected and enjoys an excellent reputation for honesty, integrity, and professionalism.

14. As a result, in July 2026, the Lotus Palm Association renewed the Fitness Amenities Operation Agreement (“Fitness Agreement”), as well as the Professional Racquet Center Services Independent Contractor Agreement (the “Racquet Services Agreement”), copies of which are attached as **Exhibits A and B**.

15. The Racquet Services Agreement added two provisions particularly relevant to this dispute.

16. First, under ¶ 9 of the Racquet Services Agreement, in addition to other compensation, the Association agreed to pay Mr. Ljungstrom to retain a pickleball instructor under the following terms:

In addition, the Association will pay Contractor, in arrears, the sum of \$50,000 per annum (to be paid monthly), for the purpose of Contractor hiring, supervising and providing a full-time pickleball professional. The Association shall only be obligated to pay this if Contractor hires and employs a full-time pickleball professional at the Association. The pickleball professional's duties shall be specifically laid out in Exhibit "B".

17. Second, the Association agreed in ¶ 8(J) to pay Swede Dreams, in addition to its annual compensation, \$10,000 per annum to buy balls and other equipment and related items as follows:

- J. Providing \$10,000 per annum, paid monthly, for the Contractor to use to buy balls and other equipment/related items. Contractor shall provide receipts for any such purchases.

18. In accordance with the renewed Racquet Services Agreement, Mr. Ljungstrom entered into a Professional Pickleball Services Independent Contractor Agreement (the "Pickleball Agreement," attached as **Exhibit C**) with Nicholas ("Nick") Keener, a pickleball professional.

19. Under the Pickleball Agreement, Mr. Ljungstrom agreed to pay Mr. Keener for pickleball-related services rendered at Lotus Palm.

20. As applicable here, the Pickleball Agreement contains a robust and enforceable Non-Compete, Non-Solicitation, and Confidentiality provision under which Mr. Keener agreed not to compete with Mr. Ljungstrom or provide pickleball or tennis related services to Lotus Palm or any of its residents or guests or within a 25-mile radius, for a period of 12 months after termination or expiration of the Agreement:

7. NON-COMPETE; NON-SOLICITATION; CONFIDENTIALITY.

Non-Compete Covenant. In consideration of the engagement, access to confidential information, client relationships (Lotus Palm residents), and goodwill of Company, and to protect Company's legitimate business interests under the Master Agreement (including its exclusivity rights), Contractor agrees that during the term of this Agreement and for a period of twelve (12) months immediately following the termination or expiration of this Agreement for any reason, Contractor shall not, directly or indirectly, whether as an owner, partner, shareholder, officer, director, employee, independent contractor, consultant, volunteer, or in any other capacity:

- (a) Provide pickleball or tennis professional services, instruction, lessons, clinics, leagues, coaching, or program management to any resident, guest, or invitee of the Lotus Palm community, or within a twenty-five (25) mile radius of the Lotus Palm Racquet Center Facilities, in a manner that directly competes with the services Company provides under the Master Agreement; or
- (b) Engage in any activity that would cause Company to be in breach of its exclusivity or other obligations under the Master Agreement.

Non-Solicitation. During the term and for twelve (12) months thereafter, Contractor shall not, directly or indirectly, solicit, contact, or attempt to solicit or contact any resident of Lotus Palm, or any client or customer of Company, for the purpose of providing competing pickleball or tennis services, or to encourage such person to terminate or reduce their relationship with Company or the Association.

Defendants' Maliciously False and Defamatory Publication

21. Around the time of the renewal of the Racquet Services Agreement, Defendant Spitzer started complaining about the manner in which Mr. Ljungstrom formulated pickleball teams.

22. Notwithstanding there are no rules, policies, or procedures concerning the creation and makeup of pickleball teams, and certainly no contractual ones, Defendant Spitzer took great offense to the process Mr. Ljungstrom employed (although Spitzer, himself, benefited from assignment to a team with nonresidents).

23. Aggressive and rude emails and text messages from Defendant Spitzer reflect outward hostility, disrespect, and even threats toward Mr. Ljungstrom about this extremely petty team-assignment issue.

24. Fueled by this, upon information and belief, Spitzer-generated animosity lingering into and beyond the renewal of the Agreement, on August 11, 2026, the Association hand-delivered

to Mr. Ljungstrom a Termination Letter, attached as **Exhibit D**, and rudely, aggressively, and offensively ordered him to vacate the property immediately.

25. With residents onlooking, flagrantly trying to inflict maximum humiliation and discomfort and treating Mr. Ljungstrom like a two-bit thief, Defendants, led by Defendant Murrin and Defendant GRS Management, forced Mr. Ljungstrom to clear his equipment and belongings out of the Pro Shop while they and a security officer stood watch over him.

26. The same day, Defendant Lotus Palm Association, by and through the Board Members and GRS Management as its accomplices, authored, created, distributed, and published via “email blast” to the entire Association a maliciously false letter accusing Mr. Ljungstrom of stealing money (the “Maliciously False & Defamatory Publication,” attached as **Exhibit E**).

27. Specifically, the Maliciously False & Defamatory Publication states that “to protect the Association’s funds, honor its contractual commitments, and ensure that Association resources are used for their intended purposes,” the Association has “terminated, effective immediately,” Mr. Ljungstrom’s Racquet Services Agreement, a decision that was “not made lightly.” See Exhibit D (emphasis added).

28. The Maliciously False & Defamatory Publication goes on to explain that the Racquet Services Agreement “provide[s] an additional \$50,000 per year specifically and exclusively for the purpose of hiring a full-time pickleball professional” and that “the entire \$50,000 was to be used to compensate the pickleball professional,” which “requirement was reflected in” the Agreement.

29. Continuing, Defendants stated that the Pickleball Agreement between Mr. Ljungstrom and Mr. Keener “provided Nick with thousands of dollars less per year than the full \$50,000 that the HOA had specifically allocated” in the Racquet Services Agreement.

30. According to Defendants, Mr. Ljungstrom's "retaining" of those "thousands of dollars less" is "inconsistent with the terms and purpose" of his contract and that "[g]iven the seriousness of this matter ... the Board concluded that termination of William's contract was necessary."

31. Capping off their scandalously libelous rant, Defendants claimed they terminated Mr. Ljungstrom to "safeguard Association funds," maintain "financial accountability," and ensure the funds "are used as authorized and for their intended purposes."

32. In short, Defendants accused Mr. Ljungstrom, literally, of stealing money from the Association.

33. Defendants' Maliciously False & Defamatory Publication is blatantly false and utterly repugnant on numerous levels.

34. To begin with, the Racquet Services Agreement is completely devoid of any statement or obligation that "the entire \$50,000 was to be used to compensate the pickleball professional."

35. Instead, the Agreement, without specifying the manner of using the funds, states that the \$50,000 is "for the purpose of Contractor hiring, supervising and providing a full-time pickleball professional."

36. Obviously, there are numerous costs and expenses associated with hiring, supervising, and providing a full-time pickleball professional, not the least of which is Mr. Ljungstrom's time, effort, and administrative costs.

37. These are expenses for which Mr. Ljungstrom, like anyone else, is absolutely and commercially entitled to be compensated and not required to "eat" for the unfettered benefit of Lotus Palm's privileged residents.

38. So, even assuming that the Pickleball Agreement called for paying Mr. Keener less than \$50,000, that is not a breach of the Racquet Services Agreement and categorically not, as Defendants defamatorily accused, a theft of Association funds.

39. Further, Defendants' Maliciously False & Defamatory Publication states that the Pickleball Agreement provided Mr. Keener with "thousands of dollars less per year" than the full \$50,000 specified in the Racquet Services Agreement.

40. But under the Pickleball Agreement, Mr. Ljungstrom was entitled to retain just 10% of the amounts paid by the Association, which was to cover overhead and administrative costs and expenses, such as "accounting, insurance, pos system, and administrative staff." See Pickleball Agreement ¶ 4.

41. Defendants' intentional embellishment that retaining these administrative costs was paying Mr. Keener "thousands of dollars less," like their accusations that the Racquet Services Agreement did not allow for it, is a blatant and deliberate lie.

42. It is notable that Mr. Keener was informed in the Compensation Section of the Pickleball Agreement that the total allocation of Association Funds for that Agreement was \$50,000.

43. Fully aware that Mr. Ljungstrom would be allocating 10% of the allocated funds to administrative costs, Mr. Keener tellingly never claimed, as Defendants falsely did, that he was to be paid "thousands of dollars less per year" than the Racquet Services Agreement allowed.

44. Adding yet another layer of falsehood, the Maliciously False & Defamatory Publication was made *before* the Association completed its \$50,000 payment to Mr. Ljungstrom, *before* Mr. Ljungstrom, in turn, paid Mr. Keener his per annum base compensation, and *before* Mr. Ljungstrom paid the overhead expenses.

45. In other words, Defendants pre-emptively accused Mr. Ljungstrom of stealing “thousands of dollars” when none of the \$50,000 funds set forth in the Racquet Services Agreement had ever even exchanged hands.

46. Defendants’ lies, accompanied by claims of “protecting Association funds,” “safeguarding Association funds,” and the “seriousness of the matter” requiring a decision “not made lightly” to terminate Mr. Ljungstrom “effective immediately,” deliberately and reprehensibly accuse Mr. Ljungstrom of stealing money from the Association when he did no such thing.

47. The words Defendants deliberately chose to use, like their despicable treatment of Mr. Ljungstrom upon termination of the Agreement, flagrantly demeaned him to the entire Lotus Palm community.

48. Especially in a specialized service industry where an outstanding personal reputation is critical to earning a livelihood and a bad reputation travels devastatingly fast, Defendants set out to humiliate and inflict maximum emotional and financial harm on Mr. Ljungstrom and their Maliciously False & Defamatory Publication did just that.

Defendants’ Tortious Interference with the Pickleball Agreement

49. As though libeling Mr. Ljungstrom were not enough, Defendant Association and Defendant Board Members, knowing full well of the Non-Compete and Non-Solicitation prohibitions in the Pickleball Agreement, covertly hired and contracted directly with Mr. Keener to provide racquet sports services to the Association in place of Mr. Ljungstrom.

50. In other words, Defendants knowingly induced Mr. Keener to breach the Pickleball Agreement.

51. Although the Pickleball Agreement terminated upon termination of the Racquet Services Agreement, the restrictive covenants survive termination by 12 months.

52. Therefore, Defendants are liable to Mr. Ljungstrom for a year's worth of financial damages arising from their tortious conduct.

**Defendants' Criminal Use of Mr. Ljungstrom's Bank Account
and Breach of Payment Obligations**

53. Mr. Ljungstrom routinely used his business bank account to facilitate transactions needed to operate the Pro Shop and provide the Racquet Center Services.

54. His business bank account was therefore linked to key Association and GRS controlled accounts.

55. Since terminating the Racquet Services Agreement, Defendants unlawfully and criminally made withdrawals and/or debits from Mr. Ljungstrom's business bank account.

56. So far, Mr. Ljungstrom has learned of at least \$6,005 in unauthorized debits.

57. Defendant Association also failed to pay Mr. Ljungstrom amounts owed under ¶ 9 of the Racquet Services Agreement and Fitness Agreement totaling at least \$129,191, including, without limitation: a) compensation for providing Racquet Center Program Services ("Racquet Center Compensation"); b) compensation for providing Fitness Program Services ("Fitness Center Compensation"); c) revenues derived from the "sale of goods, merchandise, and other items" sold at or through the Pro Shop ("Pro Shop Revenues"); d) revenues derived from "private tennis or pickleball lessons, clinics, and leagues" ("Private Service Revenues"); and e) Inventory Costs.

58. Further, because Defendant Association terminated the Agreement and demanded (with no justification whatsoever) that Mr. Ljungstrom immediately vacate the property, he was stuck with "Lotus Palm" branded merchandise purchased for Pro Shop sales for which he must be reimbursed.

59. All conditions precedent to bringing this lawsuit have been satisfied.

Count I
Defamation Per Se

60. Mr. Ljungstrom realleges paragraphs 1-59 as though set forth in full herein.

61. This is an action for defamation per se under Florida law.

62. Defendants, jointly, severally, collectively, and in concert and participation of all of them, published the Maliciously False & Defamatory Publication.

63. Defendants' Maliciously False & Defamatory Publication charges that Mr. Ljungstrom committed a crime, namely, stealing money from the Association.

64. Defendants' Maliciously False & Defamatory Publication also tends to subject Mr. Ljungstrom to hatred, distrust, ridicule, contempt, or disgrace and/or injure him in his trade or profession.

65. Defendants acted with knowledge or reckless disregard, or at least negligence, of their falsities.

66. As a result, Mr. Ljungstrom has been damaged.

67. Mr. Ljungstrom seeks not only compensatory damages, but, in accordance with *Lawnwood Med. Ctr. v. Sadow*, 43 So. 3d 710 (Fla. 4th DCA 2010), punitive damages based on the conclusive legal presumption of loss or damage based on liability itself.

Count II
Defamation

68. Mr. Ljungstrom realleges paragraphs 1-59 as though set forth in full herein.

69. This is an action for defamation under Florida law.

70. Defendants, jointly, severally, collectively, and in concert and participation of all of them, published the Maliciously False & Defamatory Publication.

71. Defendants' Maliciously False & Defamatory Publication is false and defamatory.

72. Defendants acted with knowledge or reckless disregard, or at least negligence, of their falsities.

73. As a result, Mr. Ljungstrom has sustained actual damages, including loss of income and livelihood.

Count III
Tortious Interference with a Contract
(Against Association and Board Members)

74. Mr. Ljungstrom realleges paragraphs 1-59 as though set forth in full herein.

75. This is an action for tortious interference with a contract under Florida law.

76. At all material times, Defendants Association and Board Members knew full well of the existence and enforceability of the restrictive covenants in the Pickleball Agreement.

77. By contracting with Mr. Keener, Defendants intentionally and unjustifiably interfered with the Pickleball Agreement.

78. As a result, Mr. Ljungstrom has been damaged.

Count IV
Civil Theft Under Fla. Stat. § 772.11
(Against Association and GRS Management)

79. Mr. Ljungstrom realleges paragraphs 1-59 as though set forth in full herein.

80. Defendants Association and GRS Management knowingly used Mr. Ljungstrom's business bank account, his property, to make debits and/or withdrawals thereby obtaining his property with felonious intent to deprive him of his right or benefit thereto and appropriate it to their own use.

81. Defendants' conduct constitutes civil theft under ch. 812, Florida Statutes.

82. Prior to filing this lawsuit, Mr. Ljungstrom demanded that Defendants cease using his business bank account and return his property constituting the amounts they unlawfully charged on it.

83. To date, they have refused to do so.

84. Accordingly, Defendants are liable for civil theft under Fla. Stat. § 772.11, including trebled damages and attorneys' fees.

Count V
Breach of Contract
(Against Association)

85. Mr. Ljungstrom realleges paragraphs 1-59 as though set forth in full herein.

86. This is an action for breach of the Racquet Services Agreement and Fitness Services Agreement.

87. Defendant Association failed to pay Mr. Ljungstrom amounts owed under ¶ 9 of the Racquet Services Agreement and Fitness Services Agreement totaling at least \$129,191, including, without limitation: a) Racquet Center Compensation; b) Fitness Center Compensation; c) Pro Shop Revenues; d) Private Service Revenues; and e) Inventory Costs.

88. As a result, Mr. Ljungstrom has been damaged.

WHEREFORE, as to all Counts of the Complaint, Plaintiffs demand judgment against Defendants:

a) Awarding them actual damages, compensatory damages, special damages, consequential damages, and punitive damages resulting from their defamation per se and defamation;

- b) Awarding them actual and consequential damages resulting from their tortious interference with a contract;
- c) Awarding them actual and treble damages resulting from civil theft and breach of contract;
- d) Ordering Defendants to publicly retract and apologize for their Maliciously False & Defamatory Publication;
- e) Enjoining Defendants from further disparaging, defaming, and maligning Plaintiffs;
- f) Awarding Plaintiffs their attorneys' fees and costs under ¶ 23 of the Racquet Services Agreement and Fla. Stat. § 772.11 et. seq.;
- g) Awarding Plaintiffs pre- and post-judgment interest;
- h) Entering all other Preliminary and Permanent Injunctive relief consistent herewith; and
- i) For such other and further relief as the Court deems appropriate.

Demand for Jury Trial

In accordance with Fla. R. of Civ. P. 1.430, Plaintiffs demand a trial by jury of all issues so triable.

Dated: September 14, 2026

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