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December 19, 2025

Via U.S. and CERTIFIED Mail

SPARTAN MEDIA
Attn: Jeremy L. Knauff
13553 State Road 54, #215
Odessa, FL 33556

Via Email at: jlknauff@spartanmedia.com

RE: CEASE AND DESIST FROM DEFAMATORY STATEMENTS AND DEMAND FOR RETRACTION

Dear Mr. Knauff:

We are writing on behalf of our Client, Lena Meadowcroft (“**Client**”), regarding the deeply troubling and libelous statements made, and, on information and belief, continue to be made by you against our Client. This correspondence is written within the scope of a continued attempt to compromise a claim, and as such, is **privileged** under §90.408, Florida Statutes, and the information provided in this correspondence shall not be admissible for any purpose.

The purpose of this letter is to demand an **immediate retraction** and correction of these false and damaging statements published by you to multiple third parties. Please be advised that this letter is **confidential** and is intended for your eyes only. We request that you refrain from publicly exposing or disclosing its contents, since doing so may result in legal consequences against you.

BACKGROUND

In February of 2022, our Client attempted to engage in a joint venture with Tatiana Zagorovski for the purpose of acquiring, renovating, and flipping the property located at 6208 N. 39th Street, Tampa, FL 33610 (“Tampa Property”). However, Ms. Zagorovski decided to operate the home as a short-term rental and convinced our Client that she would refinance the property and buy our Client out. Despite our Client’s insistence on adhering to legal formalities and putting these terms to writing, Ms. Zagorovski vehemently refused to sign a joint venture agreement.

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The understanding between Ms. Zagorovski and our Client, and associated third parties to the transaction, was that Ms. Zagorovski was responsible for the down-payment and interest payments on the Tampa Property, as well as to maintain mortgage payments. However, months into the intended venture, Ms. Zagorovski abruptly informed our Client that she was “*abandoning the project, deeding the project to [our Client’s] entity and moving on.*”

After Ms. Zagorovski’s unilateral departure from the transaction in October 2022, and upon the listing of the Tampa Property for sale, our Client became aware that Ms. Zagorovski had failed to make several mortgage payments during her active engagement in the joint venture. Despite what we believe was a conscious choice not to make the payments without informing our Client, our Client was able to sell the property.

In August of 2023, Ms. Zagorovski threatened to initiate arbitration proceedings in hopes to be awarded a portion of the sale proceeds, to which she was no longer entitled to after relinquishing her title to the Tampa Property back in 2022. Despite knowing she had no legal claim to the proceeds, Ms. Zagorovski filed a motion for “*Motion to Confirm Arbitration Award*” and attached to it an unsigned and unauthenticated award, in clear violation of the Florida Arbitration Code (§682.09, Fla. Stat.). This Motion, as Ms. Zagorovski is well aware, was dismissed by a Hillsborough County Judge. Notwithstanding the dismissal, Ms. Zagorovski again filed an Amended Petition in for of a “*Motion to Confirm Arbitration Award and for Entry of Final Judgment Confirming Arbitration Award*” and attached to it a single signature page signed by you, with no date or notary attestation. On or about September 2025, Ms. Zagorovski was ordered by the court to schedule a half-day in-person hearing on this Motion, yet failed to do so to this date.

Recently, Ms. Zagorovski hired you and Spartan Media to manage and control her public image and presence in light of an upcoming book release. Since then, you initiated an online warfare against our Client, with the sole intent of destroying her standing in the community, in order to promote Ms. Zagorovski’s delusional narrative.

DEFAMATION PER SE

You have engaged in a deliberate and malicious campaign to disseminate false and defamatory statements about our Client, including but not limited to unfounded accusations that our Client was involved in “*fraudulent and scamming activity,*” that she “*defrauded Ms. Zagorovski.*” Your statements are unprivileged, written, and demonstrably false, and continue to cause significant harm to our Client’s reputation and standing in the community, and resulted in significant damage to our Client’s professional relationships.

Florida law requires the plaintiff of a defamation lawsuit to prove: (1) publication, (2) falsity, (3) that the alleged tortfeasor act at least negligently, (4) actual damages, and (5) a defamatory statement. Lowery v. McBee, 322 So. 3d 110, 112 (Fla. 4th DCA 2021); Phillips L. Firm, P.A. v. Stubbs, 2023 Fla. Cir. LEXIS 2324. While the law protects expressions of opinion and unsavory vituperative insults, it does not protect false statements of fact made to third parties.

Florida law clearly establishes that a publication is libelous per se, or actionable per se, if, when considered alone without innuendo: (1) it charges that a person has committed an infamous crime; (2) it charges a person with having an infectious disease; (3) it tends to subject one to hatred, distrust, ridicule, contempt, or disgrace; or (4) it tends to injure one in his trade or profession. A written publication rises to the level of

defamation *per se* "if, when considered alone and without innuendo, it ... tends to injure one in his trade or profession." Richard v. Gray, 62 So. 2d 597, 598 (Fla. 1953).

Although our Client has suffered actual damages, including damage to her professional reputation, emotional distress, and out-of-pocket expenses incurred to mitigate harm caused by you, damages will be presumed in this case. Campbell v. Jacksonville Kennel Club, Inc., 66 So. 2d 495, 497 (Fla. 1953) (holding that when the defamatory remarks have the effect of imputing to the person defamed any of the conduct or characteristics defined "actionable per se," then it makes no difference whether such defamation is accomplished directly by words or by indirection); Layne v. Tribune Co., 146 So. 234, (Fla. 1933) (noting that malice is implied and damages presumed when false and defamatory statements were deliberately published without excuse). When the claim is defamation per se, liability itself creates a conclusive legal presumption of loss or damage and is alone sufficient for the jury to consider punitive damages. Lawnwood Med. Ctr., Inc. v. Sadow, 43 So. 3d 710, 729 (Fla. 4th DCA 2010); Lundquist v. Alewine, 397 So.2d 1148, 1150 (Fla. 5th DCA 1981)(where defamation is actionable per se, punitive damages may be awarded even though the amount of actual damages is neither found nor shown)). In cases "for defamation per se—especially when based as here on a specific finding that the defamer acted with specific intent to injure the plaintiff—is alone sufficient for the jury to consider punitive damages and that plaintiff need not show any proof of monetary loss." Lawnwood Med. Ctr., Inc. v. Sadow, 43 So. 3d 710, 727 (Fla. 4th DCA 2010).

SPECIFIC INSTANCES OF DEFAMATORY CONDUCT

On August 21, 2025, you published false and defamatory statement to your Facebook page, naming our Client and accusing her of misconduct in her dealings with Ms. Zagorovski. In resharing her false and disturbing narrative, you posted a photo of our Client's Facebook profile with her name and image clearly identifiable, in a tone intended to intimidate our Client, as follows:

"[Ms. Zagorovski] got conned by this lady, and so far, we've found one other person who suffered the same con from her. So now we're exposing her. As soon as this all kicked off, she attacked and threatened the media outlets that have covered her scam in an attempt to silence [Ms. Zagorovski]. She even threatened the hosting company where a site about her scam was hosted, and that host took it down rather than confirming her claims, but thats (sic.) ok – Its now hosted in China and isn't going anywhere. And several more media outlets are working on stories about this. This is only the beginning (...)Karma won't show up overnight, but it will show up, and it's coming like a freight train. Choo Choo MF."

Moreover, you made your desire to continue this harassment campaign against our Client clear, when you concluded the above-transcribed publication with:

"P.S. This goofy lady cites her career at a local news channel, thinking it gives her more credibility and somehow diminishes mine, but she doesnt (sic.) realize I've already outdone her on both sides of the media industry. Not only am I a nationally recognized publicist, I'be (sic.) also been asked to write for, be cited by, and be a guest on bigger media outlets that she's ever worked at."

On another occasion, you made the following Facebook publication clearly referring to our Client:

"FAFO (sic.) Last year, a real estate investor conned one of my clients, another investor, out of over \$120,000, and last week, the news covered that story and the article already ranks for her name. More victims are starting to come out, and law enforcement is now taking an interest in the situation. We had a saying in the Marine Corps... 'It's all over except for the crying.'"

You are also identified as the media contact and/or author for several defamatory publications targeting our Client, including the article published by Grit Daily on June 5, 2025, which is titled “*Real Estate Experts Share How to Avoid Cunning Con Artists in the Investing World*,” and the article published by AP News on July 29, 2025, titled “*Investor Sounds the Alarm with a Book On How to Avoid Cunning Real Estate Scam Artists*.” Both pieces directly accuse our Client of “*redirect[ing] rental income into her personal account*,” “*fail[ing] to disclose offers on the [Tampa Property]*,” and “*never pa[ying] Zagorovski for her share [of the sale proceeds]*.”

Not only that, but you actively promoted and engaged in republications of this completely false and misleading article, by sharing it on Facebook and commenting under Ms. Zagorovski’s post about it “*Love it! Positive publicity for you and karma for [our Client]. The karma train is coming.*”

Considering your apparent lack of knowledge of how real estate title is established, we find it important reiterate that once Ms. Zagorovski gave up title to the Tampa Property in October of 2022, she relinquished any and all rights and benefits arising from or related to such property, including any share in future sales proceeds.

We find it almost fitting to make one of your published quotes our own: “*commenting on a topic you don’t understand is a solid way to ruin your reputation.*”

Your unveiled attempts to intimidate and harass our Client further expose your intent to defame and demoralize her, and will not be tolerated.

Our Client’s name, image and likeness were and continue to be prominently displayed in your publications, clearly implying that she is a “*con artist and scammer*,” including under the website <www.lenameadowcroft.com> which was created without her knowledge or consent by Ms. Zagorovski, likely under your supervision and “*marketing plan*,” and which contains further defamatory implications directed at our Client – including several stories expressly stating our Client “*attacks creators for sharing news of her scam*” and “*threatens media outlet for reporting her real estate scams*,” and personal attacks to our Client’s husband through allegations that he “*also has a criminal record of drug abuse and robbery*,” and even portrays our Client as a racist. **BE ADVISED THAT OUR CLIENT DOES NOT GRANT THE RIGHT TO USE HER NAME, IMAGE, OR LIKENESS** (“NIL”), and no agreement exists, oral, written, or implied that authorizes you to use her NIL in any such medium. Our client has filed for copyright and trademark protections and no agreement exists authorizing any use of her NIL. Any further attempt to use or continue to use our Client’s name in any publication without her consent constitutes not only trademark and copyright infringement under Federal law but gives rise to a cause of action under Florida Statutes §540.08.

Your statements are not only false but have been made with the intent to harm our Client’s reputation and livelihood, especially since you have repeated the same unsubstantiated narrative throughout multiple media platforms which prompts any search of our Client’s name to be associated with the outrageous accusation, jeopardizing both current and future business opportunities for her. The publications and website content further exploit her protected NIL and misuse her distinctive name and identity as a source identifier, thereby infringing and diluting her mark and violating her exclusive rights in her copyrighted name and related protected content.

Your derogatory media publications about our Client meet all of the necessary elements of libel and libel per se, and expose you to civil liability, as addressed below.

1. Publication of a False Statement:

You have falsely accused our Client of engaging in serious professional and criminal wrongdoing, including but not limited to being “*a cunning con artist who defrauded [Ms. Zagorovski] out of over \$120,000*” who has “*threatened and attacked media outlets.*” These accusations are entirely unfounded and have been, and continue to be, spread without any supporting evidence. Our Client has never been involved in any such activities. In reality, it was Ms. Zagorovski who failed to meet her obligations with our Client and has resorted to a very public defamatory campaign against our Client, causing her to suffer severe emotional distress and monetary damages.

2. Negligence:

Your statements are at a minimum misleading, contain false factual assertions, and lack any credible basis or supporting documentation. Negligence in your conduct is evident in your failure to exercise due diligence in verifying the accuracy of the statements before republishing and promoting these false accusations both online, through podcasts and through your client’s book. Such reckless and unsupported claims of fraudulent and criminal conduct go far beyond the boundaries of protected speech and amount to negligent publication of defamatory content.

3. Tendency to Subject our Client to Hatred, Distrust and Disgrace

The statements disseminated against our Client were not mere expressions of opinion; they were calculated to mislead and inflame public sentiment against her, as they falsely suggest our Client is engaged in unprofessional and fraudulent behavior, and scamming and conning practices within her business - all criminal offenses prosecutable under state law. These accusations not only undermine the trust and confidence that her peers, employers, family and friends have placed in her, but are intended to provoke emotional reaction and to harm our Client’s professional and personal standing in the community, subjecting her to hatred, distrust, and disgrace. This is not protected speech; it is defamation per se under Florida law, as your false statements:

1. Charge our Client of committing a crime.
2. Expose our Client to public hatred, distrust, ridicule, and disgrace.
3. Are intended to injure his trade or profession.

Florida law does not shield defamatory statements merely because they are made through online means, or phone calls. A communication is defamatory if it prejudices the subject in the eyes of a substantial and respectable minority. By falsely accusing our Client of being involved in illegal and fraudulent activities, you directly contributed to unwarranted reputational harm and deliberately rallied public sentiment against her and have led to her social stigmatization, which is corroborated by the fact that she suffered loss of business income due to the nature of the online publications associated with her name, image and likeness.

“As a condition precedent to a defamation suit, Section 770.01 requires a plaintiff to serve a media defendant with written notice, specifying the alleged false or defamatory article and statements. *Id.* A plaintiff must serve that written notice ‘at least five days’ before filing a complaint. *Id.* The purpose of this notice provision is to provide newspapers an ‘opportunity in every case to make a full and fair retraction,’ thus mitigating potential damages and protecting the all-important ‘interest in the free dissemination of news.’” Bongino v. Daily Beast Co., LLC, 477 F. Supp. 3d 1310, 1316 (S.D. Fla. 2020).

Florida Statutes §770.01 mandates that a publisher issue a retraction upon demand when false statements are published. Relevant case law supports the necessity of a prompt and public correction to mitigate the damage caused by such defamatory statements. The continuation of these false accusations will leave our Client with no alternative but to pursue legal action against you.

Unless you promptly retract and remove your false statements, our Client is prepared to pursue all available legal remedies without further notice.

Accordingly, we demand the following immediate actions:

1. **Removal of Defamatory Content:** You must immediately remove any and all publications referencing our Client from all media platforms, including, but not limited to, Facebook, Instagram, Twitter/X.
2. **Formal Written Retraction:** You must issue a public retraction addressing the falsehoods you have spread. This retraction, the language of which must be agreed upon, must be published with the same prominence as the original publication(s) and should unequivocally state that the previous allegations were false and unfounded. This retraction must be received by our office no later than 5:00 p.m. on December 26, 2025.

This letter is not an exhaustive statement of our Client’s rights and does not waive any legal remedies available to her under the law or in equity. This is your final opportunity to rectify the damage caused by your actions.

We are hopeful for a prompt resolution without court intervention. Failure to comply will result in immediate legal action without further notice. If we do not hear from you within the appropriate timeframe, we will move forward with the filing of a lawsuit and will seek all available remedies, including attorneys’ fees, under Florida law. Furthermore, should you pursue frivolous counterclaims in response to this matter, we will seek sanctions and additional attorneys’ fees against you.

Please make sure to only communicate with us regarding this matter and do not contact our Client directly.

GOVERN YOURSELF ACCORDINGLY.

FOR THE FIRM,



C. Todd Marks, Esq.
CTM/bt