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December 19, 2025

*Via U.S. and CERTIFIED Mail*

TATIANA ZAGOROVSKI  
758 Hawk Run Dr.  
O Fallon, MO 63368

*Via Email at: [tatianaza@gmail.com](mailto:tatianaza@gmail.com)*

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

Dear Ms. Zagorovski:

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

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

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After your unilateral departure from the transaction in October 2022, and upon the listing of the Tampa Property for sale, our Client became aware that you had failed to make several mortgage payments during your active engagement in the real estate project. Despite what we believe was a conscious choice not to make the payments without informing our Client, our Client was able to sell the Tampa Property.

In August of 2023, you threatened to initiate arbitration proceedings in hopes to be awarded a portion of the sale proceeds, to which you were no longer entitled to after relinquishing your title to the Tampa Property back in 2022. Despite knowing you had no legal claim to the proceeds, you filed a “*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 you well are aware, was dismissed by a Hillsborough County Judge. Notwithstanding the dismissal, you 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, you were ordered by the court to schedule a half-day in-person hearing on this Motion, yet failed to do so to this date.

### 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 investors*,” and that she has “*sociopathic behavior*.” 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 June 5, 2025, Grit Daily published an article titled “*Real Estate Experts Share How to Avoid Cunning Con Artists in the Investing World*,” which attributes to you an account naming our Client and accusing her of misconduct during the attempt to engage in a real estate transaction with you in 2022. In sharing your narrative with the news company, you falsely stated that our Client “*redirected rental income*,” “*failed to disclose offers*,” “*illegally removed [you] from Meadowcroft Properties LLC*,” and “*failed to pay your share*.” You are additionally quoted as identifying our Client by name in recounting your false accusations and describing your frivolous legal actions and purported law enforcement communications, in an attempt to reinforce the false narrative that our Client was engaged in criminal or fraudulent conduct.

We must reiterate that once you gave up title to the Tampa Property in October of 202, you relinquished any rights and benefits arising from or related to such property, including any share in future sales proceeds.

On July 29, 2025, EIN Presswire carried a press release announcing your book titled “*Predator in a Pastor Suit: Exposing Lena Meadowcroft’s Real Estate Scam*,” and directly asserts that our Client “*conned investors out of their hard-earned money*” and “*failed to repay [you] over \$120,298.53*.”

Your defamatory statements have been further amplified on social media and in industry circles, after you hired Jeremy L. Knauff and Spartan Media, to manage your public and press relations. You are tagged in a post by Mr. Knauff asserting that “*one of my clients got conned by this lady (...) So now we’re exposing her*,” identifying our Client by name and describing alleged threats to media and hosting providers. Mr. Knauff, undoubtedly at your request, even goes as far as to threaten our Client by stating “[*our Client*] *doesn’t (sic.) realize I’ve already outdone her on both sides of the media industry*” and then gloating that he is “*a nationally recognized publicist*” who has been “*asked to write for, be cited by, and be a guest on bigger media outlets that [our Client]’s ever worked at*.” These unveiled attempts to intimidate and silence our Client further expose your intent to defame and demoralize our Client, 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](http://www.lenameadowcroft.com)> created by you without her knowledge or consent, and which contains further defamatory implications directed at our Client – which includes several stories expressly stating our Client “*attacks creators for sharing news of her scam*” and “*threatens media outlet for reporting her real estate scams*,” personally attacks our Client’s husband by stating 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 racist,*" "*filing false DMCA requests,*" being "*a cunning con artist who defrauded [you] out of \$120,298.53*" who "*redirected rental income into her personal account.*" 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, you were the one who failed to meet your obligations with our Client, and have resorted to a very public defamatory campaign against her, 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 memorializing them in a book, as well as in the failure to exclude your own misdealing and harassing behavior in the reprehensible allegations stemming from the 2022 attempt to engage in a joint venture **WHICH YOU UNILATERALLY ABANDONED BY RELINQUISHING TITLE TO THE PROPERTY**. 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 Facebook, Instagram, Twitter/X, and the website “www.lenameadowcroft.com”.
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.
3. **Surrender of the domain associated with our Client’s NIL:** You must immediately transfer full control of the domain to our Client within seven (7) days of the date of this letter and confirm in writing that all backups, copies, screenshots, marketing collateral, and any derivative works have been permanently destroyed.

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,

A handwritten signature in black ink, appearing to read "CTM Marks". The signature is written in a cursive, somewhat stylized font.

C. Todd Marks, Esq.  
CTM/bt