

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

2011 MAR 17 P 4:56

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

SODEXO, INC.,

Plaintiff,

v.

SERVICE EMPLOYEES
INTERNATIONAL UNION; CHANGE TO
WIN; SEIU LOCAL 32BJ; SEIU LOCAL
615; SEIU LOCAL 1; WORKERS
UNITED; SEIU-UNITED SERVICE
WORKERS WEST; MICHAEL
FISHMAN; MARY KAY HENRY; BRUCE
RAYNOR; AUTUMN WEINTRAUB;
THOMAS WOODRUFF,

Defendants.

Civil Action No. 1:11cv276
CMH/IDD

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

TABLE OF CONTENTS

	<u>Page</u>
NATURE OF THE CLAIMS FOR RELIEF	1
JURISDICTION AND VENUE.....	13
PARTIES AND NON-PARTY PARTICIPANTS	13
I. THE PLAINTIFF	13
II. THE DEFENDANTS	14
III. NON-PARTY PARTICIPANTS	19
RELEVANT TIME PERIOD.....	24
FACTS REGARDING DEFENDANTS' UNLAWFUL EXTORTION SCHEMES.....	25
I. OVERVIEW OF THE UNION CORPORATE CAMPAIGN: DEFENDANTS' ILLCIT TACTICS FOR AVOIDING LAWFUL UNION ORGANIZING.....	25
A. Defendants' Common Goals and Objectives.....	25
B. Defendants Use Extortionate Corporate Campaigns to Achieve Their Forced Unionization Objectives	26
C. Defendant SEIU Has Devised Its Own Playbook for Smearing, Pressuring and Extorting Employers	31
D. Engaging in Extortionate Corporate Campaigns is Defendants' Regular Way of Doing Business.....	38
II. DEFENDANTS DEVISE THEIR UNLAWFUL SCHEME TO EXTORT SODEXO	40
A. Defendant SEIU's Plot to Monopolize Sodexo's Industry.....	40
B. Formation of the Sodexo Conspiracy.....	44
C. Defendants Have Substantial Motive to Extort Sodexo	49
III. DEFENDANTS' UNLAWFUL THREATS AND ATTACKS AGAINST SODEXO TO OBTAIN SODEXO'S PROPERTY.....	51
A. Nature of Defendants' Actions	51

B.	Defendants Have Directly and Explicitly Attempted to Extort Sodexo on Multiple Occasions	56
1.	Defendants' Initial Threat to Launch their Extortionate Campaign	56
2.	Defendants Make Additional Explicit Extortionate Demands During the Campaign	58
a.	The August 17, 2010 Face-to-Face Meeting in Virginia	58
b.	The September 22, 2010 Face-to-Face Meeting	61
c.	The October 13, 2010 Phone Call	63
C.	Defendants Publicly Announce the Commencement of the Clean Up Sodexo Campaign	64
D.	Preparation and Use of Inflammatory and Misleading "Studies" and "Reports" With Which to Smear the Company.....	65
E.	Direct Attacks on Sodexo's Business Relationships.....	70
1.	Colleges and Universities	71
a.	George Mason University.....	71
b.	"Kick Out Sodexo".....	74
c.	Other College & University Activities.....	77
2.	K-12 School Districts	85
3.	Hospitals	87
a.	City of Los Angeles Contract.....	87
b.	Harris County Hospital District.....	89
c.	Other Hospital Activities.....	91
4.	Government Contracts.....	94

5.	Direct Attack on Sodexo's Corporate Headquarters	101
6.	International Attacks.....	103
7.	Other Attacks	106
F.	Defendants Have Caused Sodexo Significant Business Injuries.....	111
	EFFECT OF DEFENDANTS' CONDUCT	113
	FIRST CLAIM FOR RELIEF (Violation of 18 U.S.C. § 1962(d) by Conspiring to Violate § 1962(a)) Against Each of the Defendants	113
	SECOND CLAIM FOR RELIEF (Violation of 18 U.S.C. § 1962(d) by Conspiring to Violate § 1962(b)) Against Each of the Defendants.....	116
	THIRD CLAIM FOR RELIEF (Violation of 18 U.S.C. § 1962(c)) Against Defendants Change to Win, the Local Union Defendants and Each of the Individual Defendants	117
	FOURTH CLAIM FOR RELIEF (Violation of 18 U.S.C. § 1962(d) by Conspiring to Violate § 1962(c)) Against Defendants Change to Win, the Local Union Defendants and Each of the Individual Defendants.....	119
	FIFTH CLAIM FOR RELIEF (Violation of Va. Code Ann. § 18.2-499) Against Each of the Defendants.....	120
	SIXTH CLAIM FOR RELIEF (Tortious Interference with Contractual and Economic Relations) Against Each of the Defendants	122
	PRAYER FOR RELIEF	123
	APPENDIX A: Other Victims of Defendants' Extortionate Corporate Campaigns.....	A-1
A.	Prime Healthcare Services	A-1
B.	Justice for Janitors	A-6
1.	Somers Building Maintenance.....	A-7
2.	Professional Janitorial Services.....	A-10
3.	Executive Management Services	A-14
C.	Beverly Enterprises	A-19

D.	CVS/Caremark	A-23
E.	Allied International Union	A-27
F.	Sutter Health	A-31
G.	Catholic Healthcare West	A-33

NATURE OF THE CLAIMS FOR RELIEF

1. Plaintiff, Sodexo, Inc. (“Sodexo” or the “Company”), brings this action to vindicate its right to control and operate its business affairs free from Defendants’ campaign of intimidation, threats, and other extortionate conduct.

2. This case is not about traditional union organizing. It is about a group of powerful labor organizations that have abandoned the traditional legal framework for organizing employees into unions, in favor of old-fashioned, strongarm tactics to get what they want. Their methods, although wide-ranging and elaborate, are simple at their core. Defendants have met face-to-face with Sodexo on multiple occasions. They have told Sodexo that if it does not allow Defendants to unionize the Company’s non-union workforce on terms dictated by Defendants, then they will destroy the Company. To make good on these threats, Defendants have unleashed an avalanche of malicious attacks on every aspect of Sodexo’s business affairs. Through these attacks, Defendants seek to decimate the client and consumer relationships on which Sodexo depends for survival. In essence, Defendants have pushed Sodexo to the edge of an economic cliff, and then offered to back off, but only if Sodexo “agrees” to Defendants’ forced unionization demands. Their efforts are alien to the notion of traditional union organizing. They are classic extortion.

3. Defendant Service Employees International Union (“SEIU” or the “Union”) is a labor union representing employees in the service industries. The remaining Defendants are SEIU local chapters, union officers, and the labor federation Change to Win, with whom SEIU is affiliated. Defendant SEIU is one of the most powerful unions in the United States. It is seeking constantly to expand its jurisdiction and power within organized labor and often pursues its growth objectives through aggressive and unconventional means. Defendant SEIU’s unlawful

attacks on Sodexo described herein are the latest chapter in the Union's effort to eliminate fair competition with other labor unions and to establish a stranglehold over the industry in which Sodexo does business.

4. Sodexo is one of the largest providers of food, laundry, maintenance, janitorial, and facilities services in the United States. The Company employs over 120,000 employees servicing almost 6,000 client sites across North America. The majority of Sodexo's employees are hourly employees who work in entry-level foodservice positions. Approximately 18,000 of Sodexo's hourly employees are currently represented by labor unions, and the Company maintains over 300 collective bargaining agreements. Sodexo's rate of unionization is more than twice that of the private sector average, and the Company maintains positive labor relations with the majority of the unions that represent its employees. However, more than 80,000 of Sodexo's hourly employees are not union members. Unionizing some or all of these employees would generate millions of dollars in dues and other contributions for Defendant SEIU and the other institutional Defendants, and increased stature, influence, and power for the individual Defendants. It also would provide Defendant SEIU with substantial leverage in its quest for dominance over other unions in the industry in which Sodexo does business.

5. For many years, Defendant SEIU took little interest in Sodexo's hourly workforce. In the early part of the last decade, Defendant SEIU began to recognize that Sodexo and its competitors, despite traditionally being within the organizing jurisdiction of other labor unions, presented a tremendous opportunity for new membership and increased revenue. In late 2005, around the time that Defendant SEIU and several other large unions disaffiliated from the AFL-CIO to form Defendant Change to Win, Defendant SEIU created a partnership with the UNITE HERE union to address its interest in Sodexo and its competitors. UNITE HERE is an

entity that was created by a merger of the former HERE union, which draws a substantial portion of its membership from foodservice, and the former UNITE union. Defendant Bruce Raynor headed the merged UNITE HERE union. The partnership objective of Defendant SEIU and the newly merged UNITE HERE was to eliminate competition between themselves and their affiliated locals and to seek together to unionize the major employers doing business in Sodexo's industry.

6. The SEIU-UNITE HERE partnership did not result in the gains that Defendant SEIU had envisioned and did not last. By the end of 2008, their alliance was falling apart. The UNITE and HERE factions of UNITE HERE were at odds, which led Defendant Raynor to plot an exit from his union that would allow him to retain control over the assets he brought into the merger between UNITE and HERE. Andy Stern, then the International President of Defendant SEIU, invited Raynor to abandon UNITE HERE and affiliate with Defendant SEIU. Raynor accepted, bringing with him hundreds of millions of dollars in UNITE HERE assets and approximately 100,000 of UNITE HERE's dues-paying members. Together, Stern and Raynor devised a scheme to use the resources of Defendant Change to Win, as well as Defendant SEIU and its affiliated locals, to gain thousands of new dues paying members from the industry while shutting what was left of UNITE HERE out of the ability to organize employees in Sodexo's industry. Their plan centered on Defendants' execution of a series of forced unionization campaigns designed to bludgeon the three major employers in the industry, ARAMARK, Compass, and Sodexo, one-by-one, into allowing Defendant SEIU and its affiliated locals to unionize their employees to the exclusion of all competing labor unions. Sodexo was chosen as Defendants' first victim.

7. In or around March of 2009, Defendants set their extortionate plan in motion. In carrying out their scheme, Defendants abandoned all legitimate efforts to compete fairly with other unions, to convince Sodexo employees of the benefits of union membership, or to allow Sodexo's employees to exercise their federal statutory rights to a secret-ballot election to determine whether they want to be represented by Defendant SEIU, by some other labor union, or by no union at all. Defendants instead embarked on a strategy aimed not at Sodexo's employees, but at Sodexo itself. Specifically, Defendants conspired to extort Sodexo's "voluntary" recognition of Defendant SEIU and its affiliated locals--to the exclusion of all other competing labor organizations--as exclusive bargaining agents of as many of Sodexo's non-union employees as Defendant SEIU desires to unionize, by damaging the Company financially until it either acceded to Defendants' demands or was driven into economic ruin.

8. Defendants have not pursued this strategy through traditional labor negotiations with Sodexo, or through employee organizing drives. Instead, they have sought to batter Sodexo into surrender through a relentless and vicious assault designed to smear Sodexo with countless public attacks, embarrass and intimidate the Company's managers and executives, and compel its current and prospective business partners to terminate their business affairs with the Company. Defendants have executed this assault through the use of a so-called "corporate campaign" they call "Clean Up Sodexo" ("Clean Up Sodexo Campaign" or the "Corporate Campaign"). The Clean Up Sodexo Campaign is not a traditional union organizing effort. Instead, it is a deliberate attempt to avoid altogether the federal legislative scheme for organizing employees into labor unions that has been in place for over seventy years. The Campaign is carefully crafted to appear as if it is the effort of Sodexo's employees and/or like minded workers' rights advocates. In reality, the Clean Up Sodexo concept is a façade created by Defendants in order to conceal their

true motives from public view. The real objective of Defendants is to extort Sodexo into handing over its non-union workforce to Defendants without resorting to statutory procedures and to cause Sodexo to surrender to Defendants its property in the form of protected legal rights to which Defendants have no legal entitlement, or lawful claim. The upshot to Defendants is a guaranteed increase of new dues paying SEIU members, an influx of millions of dollars of Sodexo's money, and resulting increased leverage for Defendants SEIU and Raynor in their continuing battle with UNITE HERE.

9. Defendants have developed and honed their corporate campaign tactics over many years. In fact, Defendant SEIU has even written and published its own corporate campaign playbook, which describes in detail its preferred tactics for harassing, intimidating, smearing, and psychologically and financially punishing employers that are unwilling to yield to its extortionate demands. Incredibly, this playbook openly acknowledges that their corporate campaign tactics can constitute extortion or blackmail and suggests creative strategies for diverting the blame for a union's malicious campaign attacks to third parties, including the target's employees themselves. It notes, "It may be a violation of blackmail and extortion laws to threaten management officials with release of 'dirt' about them if they don't settle a contract. But there is no law against union members who are angry at their employer deciding to uncover and publicize factual information about individual managers." In attacking Sodexo as described herein, Defendants have followed Defendant SEIU's extortion playbook to the letter.

10. Unlike the general public, Sodexo is well aware of the real objective of the Clean Up Sodexo Campaign. That is because Defendants privately have threatened Sodexo explicitly with economic ruin in face-to-face meetings that took place in Arlington, Virginia in August 2010 and Washington, DC in September 2010. In those meetings, Defendants Mike Fishman

and Autumn Weintraub, SEIU executives acting on behalf of all Defendants, told Sodexo executives, point-blank, that if Sodexo refused to allow Defendant SEIU and its affiliated locals to unionize as many of the Company's non-union employees as Defendant SEIU determined to be satisfactory, without resort to NLRB election procedures, then Defendants' Campaign of threats, intimidation, smears and other attacks would never stop. Specifically, Defendant Fishman (1) threatened to use Defendants' Corporate Campaign "weapon[s]" to destroy Sodexo and promised that the only way that the Company could achieve "peace" in the future would be to give in to Defendants' demands; (2) stated openly that the reason for Defendants' Corporate Campaign was not "rocket science," and that "we will apply pressure wherever we can" to force Sodexo to capitulate; (3) claimed that Defendant SEIU would either "help" or "hurt" Sodexo with current and future business opportunities, depending on whether Sodexo acceded to Defendants' demands; (4) admitted that Defendants' Corporate Campaign was not about achieving a fair process for employees to choose unionization, but instead was about "how many employees you [Sodexo] are willing to unionize and how many we [SEIU] are willing to accept"; (5) promised to make the "echo chamber" around Sodexo's business practices created by Defendants' Corporate Campaign "go away" if, and only if, Sodexo agreed to Defendants' demands; and (6) told Sodexo's executives that if the Company continued to resist the Corporate Campaign, Defendants would "continue to fight" and would "go after [Sodexo's] clients." Defendant Fishman also admitted that Sodexo was not Defendants' only target and that they had commenced, or were planning to commence, extortion campaigns against Sodexo's industry competitors.

11. In waging their extortionate Corporate Campaign and making good on Defendant Fishman's detailed threats to harm the Company, Defendants have swarmed Sodexo's existing

and potential business partners with physical and virtual disruptions, protests, and other actions, in order to compel them to terminate, or decline to enter, business relationships with Sodexo. In virtually all cases, Defendants have been total strangers to the colleges, hospitals, school districts, and political subdivisions to which they have addressed these illicit attacks. In other words, Defendants have no legitimate business reason to deal with these entities; instead, their reason for doing so is to carry out their extortionate efforts to cause Sodexo financial and business harm. One of the most egregious examples of this conduct is Defendants' conduct in George Mason University in Fairfax, Virginia, described in detail below.

12. Defendants and their agents have engaged in a variety of other sinister tactics during the Corporate Campaign--some of which are themselves independently illegal--including, but by no means limited to, the following acts:

- Violating applicable lobbying laws to attempt to interfere with the outcome of bidding procedures for public contracts for which Sodexo was competing;
- Misrepresenting themselves as Sodexo employees and then trespassing on elementary school grounds, in order to bypass security and gain access to educational facilities attended by children, in knowing violation of local and state laws outlawing trespass under false pretenses;
- Intentionally engaging in raucous public disturbances directed against Sodexo and its business partners, that included disorderly conduct, obstruction of justice, and trespass, resulting in the arrest of Defendants and/or their agents in a number of places, including in Ohio and at Sodexo's corporate headquarters in Maryland;

- Hacking into and gaining unauthorized access to a Sodexo education website, in knowing violation of federal computer crime laws, and then embedding within the site a link to Defendants' own website, on which malicious and disparaging claims are made about Sodexo.
- Using false pretenses to infiltrate a prestigious medical conference catered by Sodexo and, once inside, throwing plastic roaches onto the food being served at the conference and engaging in a physical altercation with security guards;
- Threatening to injure Sodexo's reputation and property during interstate phone calls with a Sodexo representative, in reckless disregard of federal law and in violation of 18 U.S.C. § 875(d);
- Attempting to instill fear and disgust in hospital patients and their loved ones by passing out "patient surveys" asking--without a shred of factual justification--whether patients had encountered "bugs, rat droppings, mold or flies" in the food they were served by Sodexo employees, and tampering with food intended to be served to hospital patients, in an attempt to obtain "evidence" that Sodexo was serving unsanitary meals at hospitals;
- Attempting to cause alarm among Sodexo's clients and investors, as well as the public, regarding the cleanliness of its facilities by falsely claiming that the Company's food production plants have "rodent problems;" that Sodexo's unsanitary food preparation practices led to an infestation of "maggots" in a California hospital; and that Sodexo provided to hospital

clients laundered linens contaminated with the “remnants of someone else’s hospital waste”; and

- Causing agents to make violent threats against Sodexo and its employees.

13. To ensure that Sodexo is aware, and fears repetition of, their many harmful attacks, Defendants have gone to great lengths to publicize each Clean Up Sodexo Campaign event through traditional and social media. Without exception, Defendants’ press copy misleadingly portrays such events as the collective action of employees, students and others, as opposed to Defendants themselves. In using the press and electronic media to draw attention to their attacks, Defendants’ intention is to remind Sodexo that they are making good on Defendant Fishman’s explicit threats to harm the Company and to convince Sodexo that each event will be followed by a similarly destructive attack unless the Company gives in.

14. Defendants have sought to buttress their ground assault by smearing Sodexo with an unending stream of sensational and disparaging public allegations about Sodexo’s business and human relations practices. Defendants have publicly attacked Sodexo as a “racist” company with a “troubling” record regarding race relations; claimed that the Company’s wages and benefit levels “feed poverty in the United States,” force employees to seek public assistance, and deny employees access to affordable healthcare; alleged that Sodexo’s food preparation facilities are unsanitary and dangerous; and accused the Company of being a “labor law violator” that intimidates and retaliates against employees for engaging in union activity

15. In making these many sensational and negative public allegations, Defendants have intentionally ignored Sodexo’s substantial record of accomplishments. For example:

- Sodexo has been named the “Top Company in America for Diversity” by DiversityInc. Magazine in 2010 and has made the top 50 list every year

since 2004. Sodexo has also been named “One of 40 Best Companies for Diversity” by Black Enterprise Magazine in 2009 and 2010 and named to the “Top 60 Companies for Hispanics” by Hispanic Business Magazine every year since 2005.

- Sodexo offers highly competitive hourly wages and leads the food service industry in offering a full range of benefits to hourly employees, including having the most liberal benefits eligibility criteria in the industry. Sodexo’s most popular healthcare plan costs approximately \$25 a week.
- Sodexo was named one of the “Best Companies for Hourly Workers in 2010” by Working Mother, an award that takes into account factors such as overall workforce composition, benefits, training, development and advancement programs, child care, flexibility programs, and paid time off.
- Sodexo’s food preparation facilities are some of the safest in the nation. In fact, each year over the past 10 years, roughly 99.5% of Sodexo’s more than 5,000 U.S.-based facilities have gone without a Federal or State OSHA citation.
- As stated above, approximately 18,000 of Sodexo’s hourly employees are union members. Sodexo is currently a party to almost 300 collective bargaining agreements with roughly 30 different labor unions, including Defendant SEIU. The Company maintains positive working relationships with the vast majority of the unions that represent its employees.

16. Sodexo is not the only victim of Defendants’ destructive tactics, as it is the first of many companies in its industry that Defendants intend to extort into forced unionization

arrangements to the exclusion of all other unions. Defendants hope that Sodexo's competitors will surrender without a fight once they have seen the beating that Sodexo has endured at the hands of Defendants. In addition, Defendants have waged extortionate corporate campaigns against a long list of other employers--and even unions--that stood in the way of their insatiable appetite for growth, power, and financial gain.

17. Defendants' lengthy track record of bludgeoning other victims for new members and money, coupled with their malicious campaign against Sodexo and admitted plans to take over the remainder of Sodexo's industry, belies their contention that they are merely attempting to raise working standards, or to "shine a light" on Sodexo's allegedly unfavorable business practices. Defendants' own internal manual, conduct in this and past corporate campaigns, and direct and repeated explicit threats made to Sodexo's executives, amply demonstrate their true intent: to force Sodexo, at the point of an economic bayonet, to allow Defendant SEIU and its affiliates (to the exclusion of all other competing unions) to unionize as many of the Company's currently non-union employees as Defendant SEIU is willing to accept (regardless of the level of employee support for such representation), to pay to Defendants millions of dollars in dues and other payments, and to cede to Defendants substantial control over the Company's business affairs.

18. Most disturbingly, there is no foreseeable end to Defendants' onslaught. Sodexo's non-union employees work in hundreds of different facilities throughout the United States. Thus, even if Sodexo were to give in to the Campaign tomorrow, the nature of Defendants' demands is such that the Company would be required to hand over to Defendants the money and property rights described above over and over again, and in countless Company locations, as Defendant SEIU and its affiliated locals proceed to unionize Sodexo's employees

facility by facility. All the while, Defendants' extortionate threats will hang like a dark cloud over the Company as it faces a Morton's Fork: to capitulate again and again to Defendants' standing demands, or face the wrath of Defendants' continued attacks.

19. As explained in depth herein, forcing Sodexo to purchase Defendants' forbearance from engaging in such harmful conduct constitutes extortion under a variety of applicable state criminal laws. Defendants' actions have cost Sodexo millions of dollars in lost contracts and other business injuries, and the damage only stands to increase.

20. This Complaint presents Sodexo's allegations in several parts. In Section I below, Sodexo summarizes Defendants' common growth objectives and describes how Defendants have developed and perfected corporate campaign techniques to extort employers into acceding to their unionization demands. In Section II, Sodexo summarizes the history of the failed partnership between Defendant SEIU and UNITE HERE that led to Defendants' scheme to monopolize Sodexo's industry, describes the formation of Defendants' conspiracy to extort Sodexo, and establishes their substantial financial motive to extort the Company. In Section III, Sodexo describes in detail Defendants' direct and repeated extortionate threats made during meetings and conversations with Sodexo executives, highlights the many unlawful actions Defendants have taken against Sodexo in furtherance of the Clean Up Sodexo Campaign, and describes the economic harm the Company has suffered as a result of Defendants' acts and threats. In Appendix A, Sodexo describes several of Defendants' malicious corporate campaigns waged against other employers, which demonstrates that Defendants' pursuit of their growth agenda through extortionate tactics is their regular way of conducting business.

21. Accordingly, Sodexo brings this action for actual, threefold, and exemplary/punitive damages and injunctive relief pursuant to Pub.L.No. 91-452, codified in part at 18 U.S.C. § 1961 *et seq.*, as alleged below and as allowed by applicable law.

JURISDICTION AND VENUE

22. Plaintiff's claims for relief include alleged violations of Pub.L.No. 91-452, codified in part at 18 U.S.C. § 1961 *et seq.* (to wit: multiple, repeated, and continuous acts and/or threats involving extortion and attempted extortion that are chargeable under the laws of a variety of states, as alleged below). This Court has jurisdiction over the subject matter of this action pursuant to 18 U.S.C. § 1961 *et seq.*, 28 U.S.C. § 1331 (federal question), 28 U.S.C. § 1337 (commerce jurisdiction) and 28 U.S.C. § 1367 (supplemental jurisdiction).

23. Personal jurisdiction and venue in this district are proper pursuant to 18 U.S.C. § 1965 and 28 U.S.C. § 1391(b) because, as alleged below: (i) certain of the Defendants are found in, have agents in, and/or transact their business and affairs in this district; (ii) a substantial part of the events or omissions giving rise to the claims for relief occurred in this district; and (iii) the ends of justice require that those of the Defendants residing outside this district be brought before the Court to answer for their conduct.

PARTIES AND NON-PARTY PARTICIPANTS

I. THE PLAINTIFF

24. Plaintiff, Sodexo, Inc., is a corporation organized under the laws of Delaware, with its principal place of business located at 9801 Washingtonian Blvd, Gaithersburg, MD, 20878. It is a subsidiary of Sodexo SA, a French-based multi-national organization that employs over 380,000 employees in 80 countries. Sodexo is the leading provider of integrated food and facilities management services in the United States, Canada and Mexico, serving over 10 million

customers in 6,000 locations every day and employing more than 120,000 employees in North America. Because of its sheer size, high corporate profile, enviable social and human relations record of accomplishment, and number of non-union employees, Sodexo is a prime target for Defendants' extortionate tactics.

II. THE DEFENDANTS

25. Defendant SEIU is an unincorporated labor association with its principal place of business located at 1800 Massachusetts Avenue, N.W., Washington, DC 20036. SEIU represents units of workers and attempts to negotiate terms and conditions of employment for the workers it represents. Currently, Defendant SEIU claims to represent over 2 million hourly workers across the United States. In exchange for fees in the form of union dues, which its local affiliates collect from member-workers and then pay to Defendant SEIU on a per capita basis, Defendant SEIU provides services related to the terms and conditions of employment as well as other products and services. Defendant SEIU exists to organize new members and to maintain existing members. It does not generate revenue, besides investment income, without its dues-paying members. Defendant SEIU is a chartered member of Defendant Change to Win, described below, and transacts business activities in interstate commerce and on a national and international scale, including in this judicial district.

26. Defendant Change to Win ("CtW") is an unincorporated labor association with its principal place of business located at 1900 L Street N.W., Suite 900, Washington, DC 20036. CtW was created in or around September 2005. It consists of the following separate labor organizations: Defendant SEIU, International Brotherhood of Teamsters, United Food and Commercial Workers, and United Farm Workers of America, all of which disaffiliated from the American Federation of Labor and Congress of Industrial Organizations ("AFL-CIO") and joined CtW in 2005. The unions that compose CtW claim to represent approximately 5.5 million

members. In exchange for fees in the form of a per capita tax on the members of its affiliated labor organizations, Defendant CtW provides services, including strategic and tactical organizing advice and other business and financial advice and assistance, to each of its affiliates in an effort to increase union membership in the United States. Its primary governing body is a "Leadership Council" consisting of the principal officer of each affiliated labor organization. Other Executive Officers are a Chair and Secretary-Treasurer, which are both selected by the Leadership Council. In addition to these executive officers, Defendant CtW's organizational structure includes a Strategic Organizing Center and an Investment Group, which describes itself as an advisor to member unions' pension funds. Defendant CtW transacts business activities in interstate commerce and on a national and international scale, including in this judicial district.

27. Defendant SEIU Local 32BJ ("Local 32BJ") is an unincorporated labor organization with its principal place of business located at 101 Avenue of the Americas, New York, NY, 10013. It also maintains an office located at 1916 Wilson Blvd., Suite 204, Arlington, VA, 22201. Defendant Local 32BJ represents units of workers and attempts to negotiate terms and conditions of employment for the workers it represents. With more than 120,000 members in eight states, including Virginia, the District of Columbia, and Maryland, Local 32BJ is one of the largest local unions representing property and food services workers in the United States. In exchange for fees in the form of union dues, which it collects from member-workers, Defendant Local 32BJ provides services related to the terms and conditions of employment as well as other products and services. Defendant Local 32BJ is affiliated with, but distinct from, Defendant SEIU. Defendant Local 32BJ transacts business activities in interstate commerce and on a national and international scale, including in this judicial district.

28. Defendant SEIU Local 615 (“Local 615”) is an unincorporated labor organization with its principal place of business located at 26 West Street, Boston, MA, 02111-1207. Defendant Local 615 represents units of workers and attempts to negotiate terms and conditions of employment for the workers it represents. Defendant Local 615 represents over 17,500 workers located in Massachusetts, New Hampshire and Rhode Island. In exchange for fees in the form of union dues, which it collects from member-workers, Defendant Local 615 provides services related to the terms and conditions of employment as well as other products and services. Defendant Local 615 is affiliated with, but distinct from, Defendant SEIU. Defendant Local 615 transacts business activities in interstate commerce and on a national scale, including in this judicial district.

29. Defendant SEIU Local 1 (“Local 1”) is an unincorporated labor organization with its principal place of business located at 111 E. Wacker Drive, Suite 2500, Chicago, IL, 60601. Defendant Local 1 represents units of workers and attempts to negotiate terms and conditions of employment for the workers it represents. Defendant Local 1 represents over 50,000 workers located in Illinois, Indiana, Michigan, Missouri, Ohio, Texas and Wisconsin. In exchange for fees in the form of union dues, which it collects from member-workers, Defendant Local 1 provides services related to the terms and conditions of employment as well as other products and services. Defendant Local 1 is affiliated with, but distinct from, Defendant SEIU. Defendant Local 1 transacts business activities in interstate commerce and on a national scale, including in this judicial district.

30. Defendant Workers United is an unincorporated labor organization with its principal place of business located at 49 West 27th Street, 3rd Floor, New York, NY 10001. Workers United consists primarily of former members of the labor organization UNITE HERE.

Workers United was created in or around March 2009 when Defendant SEIU reached an agreement with Defendant Bruce Raynor (then General President of UNITE HERE) to facilitate the breakaway of over 100,000 UNITE HERE members to join Defendant SEIU's ranks. Defendant Raynor's breakaway group affiliated with Defendant SEIU under the name "Workers United." (*See Ex. 1.*) As described in more detail below, the split began a bitter feud between Defendant SEIU, on Defendant Raynor's behalf, and the remaining leadership within UNITE HERE. This feud drove Defendant SEIU's attempts to shut UNITE HERE out of representing workers of Sodexo and its competitors and was at least one contributing factor in Defendants' decision to commence the Clean Up Sodexo Campaign. Defendant Workers United represents units of workers and attempts to negotiate terms and conditions of employment for the workers it represents. Currently, it represents over 100,000 members in the textile, commercial laundry and gaming industries. In exchange for fees in the form of union dues, which its Joint Boards and affiliated locals collect from member-workers, Defendant Workers United provides services related to the terms and conditions of employment as well as other products and services. Defendant Workers United transacts business in interstate commerce and on a national and international scale, including in this judicial district.

31. Defendant SEIU-United Service Workers West ("USWW") is an affiliation consisting of SEIU Local 1877, Security Officers United in Los Angeles ("SOULA") Local 2006, SEIU Local 24/7, SEIU Airport Workers United and SEIU Higher Education Workers United Local 2007. USWW was created in 2006 when the above described locals voted to merge into one "mega-local." It has a principal place of business located at 3411 East 12th Street, Suite 200, Oakland, CA, 94601 and another located at 828 W. Washington Blvd., Los Angeles, CA, 90015. Defendant USWW represents units of workers and attempts to negotiate

terms and conditions of employment for the workers it represents. Currently, it is one of the largest local unions representing property and food services workers in California. In exchange for fees in the form of union dues, which it collects from member-workers, Defendant USWW provides services related to the terms and conditions of employment as well as other products and services. Defendant USWW is affiliated with, but distinct from, Defendant SEIU. Defendant USWW transacts business activities in interstate commerce and on a national and international scale, including in this judicial district.

32. From time to time herein, Defendants Local 32BJ, Local 615, Local 1, Workers United and USWW may be referred to collectively as the “Local Union Defendants.”

33. Defendant Michael Fishman is an individual capable of holding a beneficial interest in property. He is the President of Defendant SEIU Local 32BJ and a Vice President of Defendant SEIU. He maintains an office located at 101 Avenue of the Americas, New York, New York, 10013. Fishman transacts business on behalf of Defendants SEIU and SEIU Local 32BJ on a national and international scale, including in this judicial district.

34. Defendant Mary Kay Henry is an individual capable of holding a beneficial interest in property. She is the International President of Defendant SEIU. She also is a member of Defendant CtW’s Leadership Council. She maintains an office located at 1800 Massachusetts Avenue, N.W., Washington, DC 20036 and another office located at 1900 L Street N.W., Suite 900, Washington, DC 20036. Henry transacts business on behalf of Defendant SEIU on a national and international scale, including in this judicial district.

35. Defendant Bruce Raynor is an individual capable of holding a beneficial interest in property. He is an Executive Vice-President of Defendant SEIU. He also is the President of Defendant Workers United. Prior to joining SEIU, Raynor was General President of the UNITE

HERE labor organization. He also was a founding member of Defendant CtW's Leadership Council. He maintains an office located at 1800 Massachusetts Avenue, N.W., Washington, DC 20036. Raynor transacts business on behalf of Defendant SEIU on a national and international scale, including in this judicial district.

36. Defendant Autumn Weintraub is an individual capable of holding a beneficial interest in property. She is Defendant SEIU's Campaign Director. Upon information and belief, Weintraub reports directly to Defendant Thomas Woodruff, Executive Vice-President of Defendant SEIU and director of Defendant CtW's Organizing Center. She has an office located at 1800 Massachusetts Avenue, N.W., Washington, DC 20036. Weintraub transacts business on behalf of Defendant SEIU on a national and international scale, including in this judicial district.

37. Defendant Thomas Woodruff is an individual capable of holding a beneficial interest in property. He is an Executive Vice-President of Defendant SEIU. He also is the director of Defendant CtW's Strategic Organizing Center. He has an office located at 1900 L Street N.W., Suite 900, Washington, DC 20036 and another office located at 1800 Massachusetts Avenue, N.W., Washington, DC 20036. Woodruff transacts business on behalf of Defendants SEIU and CtW on a national and international scale, including in this judicial district.

38. From time to time herein, Defendants Fishman, Henry, Raynor, Weintraub and Woodruff may be referred to collectively as the "Individual Defendants."

III. NON-PARTY PARTICIPANTS

39. Mitch Ackerman is an individual and is an Executive Vice-President of Defendant SEIU.

40. Margarita Alonzo (Ortiz) is an individual and is a Campaign Coordinator for Defendant SEIU, as well as an Organizing Coordinator for Defendant Local 32BJ.

41. Renee Asher is an individual and is Defendant SEIU's Assistant Director of Strategic Communications.

42. Jan Bindas-Tenney is an individual and is employed by Defendant Local 32BJ.

43. Kevin Brown is an individual and is Defendant Local 32BJ's New Jersey District Leader.

44. Tom Balanoff is an individual and is the President of Defendant Local 1.

45. Laurie Couch is an individual and is a Communication Specialist for Defendant Local 1.

46. Adriana Fieldman is an individual and is the Central and Western Massachusetts Field Director for Defendant Local 615.

47. Laura Flanders is an individual. She is a media personality and frequent contributor to the television network, GRITtv.

48. Laura Garza is an individual and is the Vice-President of Defendant Local 1.

49. Josh Glasstetter is an individual and is a Media Campaign Manager employed by Defendant SEIU.

50. Andrew Gross-Gaitan is an individual and is the Multi-Service Director for Defendant USWW.

51. Austin Guest is an individual and is an organizer-in-training with Defendant SEIU. His linkedin.com profile notes that from September 2009 - March 2010 he "participated in [a] national campaign to organize global property services firm, Sodexo." (See www.linkedin.com/in/austinguest).

52. Amaya Henry is an individual and, upon information and belief, is employed by Defendant SEIU and/or Defendant Local 32BJ.

53. David Huerta is an individual and is Vice President of Defendant USWW.

54. Debbie Kline is an individual and is the Coordinator of Jobs With Justice's Cleveland, OH-based local coalition, called "Cleveland Jobs With Justice."

55. Brad Levinson is an individual and is a Media Campaign Specialist employed by Defendant SEIU.

56. Tom MacDermott is an individual and is employed by the Clarion Group, described more fully below. MacDermott prepared for Defendants a highly misleading report about Sodexo's business practices called "Hard to Swallow: Do Private Food Service Contractors Shortchange New Jersey Schools?"

57. Wayne MacManiman is an individual and is Mid-Atlantic District Director for Defendant Local 32BJ.

58. Tony Maldonado is an individual and is a Lead Organizer for SEIU Local 1877, an affiliate of Defendant USWW.

59. Marakah Mancini is an individual and is the Director of the SEIU front group Campaign for Quality Services, described in detail below.

60. Gabe Morgan is an individual and is Western Pennsylvania Area Leader for Defendant Local 32BJ.

61. Kevin O'Donnell is an individual and is employed by Defendant SEIU.

62. Beverly Ortiz is an individual and is a coordinator for Defendant Local 1.

63. Matt Painter is an individual and is the Assistant Communications Director of Defendant Local 32BJ. He also serves as an agent of Defendant SEIU with respect to certain matters, including but not limited to Defendants' Corporate Campaign against Sodexo.

64. Sasha Rogers is an individual and is employed by Defendant SEIU.

65. Rocco Saienz is an individual and is the President of Defendant Local 615.

66. Chris Schwartz is an individual and is employed by Defendant SEIU.

67. Andrew L. Stern is an individual. Until in or around May 2010, he was International President of Defendant SEIU and was a member of Defendant CtW's Leadership Council, and had an office located at 1900 L Street N.W., Suite 900, Washington, DC 20036 and another office located at 1800 Massachusetts Avenue, N.W., Washington, DC 20036.

68. Kate Thomas is an individual and is employed by Defendant SEIU.

69. Ashley Wood is an individual and is employed by Defendant SEIU.

70. Campaign For Quality Services is a "project" of Defendant SEIU, supposedly created to help "facilities management and food service workers form unions in order to ensure good jobs with healthcare and quality services for their communities." (See <http://campaignforqualityservices.org/a/campaign-for-quality-services---faq.php>.) It claims to advocate for issues such as good nutrition, healthy buildings and responsible use of taxpayer money. In reality, Campaign For Quality Services uses these issues as a pretext for leveling malicious allegations against Sodexo, in order to facilitate Defendants' extortionate campaign described herein.

71. Clarion Group is a management services consulting group that specializes in hospitality and food service. It has an office located in Kingston, NH and a mailing address at P.O. Box 158, Kingston, NH 03848-0158. Clarion Group was commissioned by Defendants to prepare a highly misleading report regarding Sodexo entitled "Hard to Swallow: Do Private Food Service Contractors Shortchange New Jersey Schools?" and to prepare a disparaging analysis of Sodexo's contract performance at George Mason University.

72. Jobs With Justice is a non-profit entity based in Washington, DC. It maintains a network of regional offices--called "local coalitions"--located throughout the United States. Jobs With Justice focuses its efforts on supporting the growth of organized labor through collective actions such as protests, boycotts, and the like. Jobs With Justice's national headquarters are located at 1325 Massachusetts Avenue N.W., Suite 200, Washington, DC 20005.

73. No Border, also known as the "No Border Network," is a loose association of groups and individuals in Europe that exists principally to resist immigration control efforts by European immigration authorities. It has engaged in disruptive and aggressive activity in the past, including efforts in or around December 2007 to prevent UK Border Agency officials from conducting immigration raids by deploying coordinated human blockades in several UK cities and towns. No Border has been linked in the past with the use of "black bloc" tactics: wearing black clothing, scarves, ski masks, helmets and/or other face-concealing items, to avoid being identified and to appear as one large mass. These tactics gained notoriety outside of Europe during the 1999 anti-WTO demonstrations in Seattle, WA, when a "black bloc" caused substantial property damage at GAP, Starbucks, Old Navy and other retail locations in downtown Seattle.

74. SEIU Capital Stewardship is a pension advisory affiliate of Defendant SEIU. It was created by the 2000 SEIU Convention to provide investment analysis and advice to SEIU-controlled retirement and investment plans. It also frequently engages in "shareholder activism," taking advantage of Defendant SEIU's holdings in publicly traded companies in order to advance SEIU's ulterior organizing goals involving those companies. SEIU Capital Stewardship has an office located at 1313 L Street, N.W., Washington, DC, 20005.

75. TransAfrica Forum is a foreign policy advocacy organization. It works with civil society groups in Latin America to help protect constitutional rights, opposes further militarization of the African continent, and attempts to shape U.S. policy towards Africa. TransAfrica Forum has an office located at 1629 K Street, NW, Suite 1100, Washington, DC 20006. Defendant Raynor is a member of TransAfrica Forum's Board of Directors.

76. United Students Against Sweatshops ("USAS") is a grassroots organization of youth and students that often assists in the organizing and other initiatives of major labor unions in the United States. It has an office located at 1150 17th Street N.W., Washington, DC 20036. USAS receives funding from both Defendants CTW and SEIU. USAS was recruited by Defendants to assist in carrying out their extortionate campaign against Sodexo on college and university campuses, so that the extent of Defendants' role in such campaign activities would appear minimized and/or to be the idea of students, as opposed to Defendants. USAS, in conjunction with Defendants, has spearheaded an initiative called "Kick Out Sodexo" that is designed to pressure colleges and universities to cease doing business with Sodexo.

RELEVANT TIME PERIOD

77. Upon information and belief, Defendants' conspiracy to extort Sodexo began at least as early as March 2009 and continues today. In addition, Defendants have engaged in extortion schemes as a regular way of conducting business for several decades.

**FACTS REGARDING DEFENDANTS' UNLAWFUL EXTORTION
SCHEMES**

**I. OVERVIEW OF THE UNION CORPORATE CAMPAIGN: DEFENDANTS' MODUS OPERANDI
FOR AVOIDING LAWFUL UNION ORGANIZING**

A. Defendants' Common Goals and Objectives

78. Defendants' common institutional and individual goal is to build dues paying union membership throughout the United States and abroad. Sodexo has no quarrel with this objective, as it is unremarkable that any labor union would seek to grow its ranks through legitimate means. The entity Defendants' self-governing documents, resolutions, and mission statements, as well as their shared personnel at high levels, however, establish that Defendants have committed to pursue union growth by working in concert and dedicating substantial financial resources towards an agenda dictated by Defendants SEIU and Change to Win. This mandated cooperation makes it easier for Defendants SEIU and Change to Win to conceive and carry out unlawful forced unionization campaigns, such as the Clean Up Sodexo Campaign, with the assistance of their affiliates and locals.

79. Defendant SEIU's 2008 constitution greatly consolidates with its senior leaders power over unionization campaigns. It provides that "[t]he International President shall have general supervision and direction of the organizing efforts" of Defendant SEIU. (*See* Ex. 2 at Art. VIII, § 1(e).) More importantly, Defendant SEIU's constitution shows that SEIU's affiliated locals are constitutionally bound to commit resources and finances to the execution of any aggressive unionization efforts Defendant SEIU decrees, including unlawful unionization campaigns. (*Id.* at Art. VIII, § 1(e), Art. XV § 16(a); *see also* Ex. 3 at p. 10-11, Appx. C.) These constitutional edicts were advocated for, drafted, and eventually implemented by a group of

SEIU International and local leaders and affiliates--including Andy Stern and Defendants Fishman, Henry, and Woodruff. (*See* Ex. 3 at Appx. C.)

80. Defendant CtW not only has knowledge of Defendant SEIU's tactics, but also approves and directly supports them. Defendant CtW requires all of its affiliated Unions, including Defendant SEIU, to "develop strategic organizing plans" that "focus on key target areas important to increase market density...." (*See* Ex. 4 at Article XII § 3.) All such strategic organizing plans must be approved by CtW's Leadership Council. (*Id.*) Defendant CtW's structure includes a "Strategic Organizing Center," established "to develop and implement comprehensive organizing campaigns...." (*Id.* at Art. XIII § 1.) CtW's constitution mandates that "at least 75 percent of all per capita [contributions] paid to the alliance shall be dedicated to the operation of the Strategic Organizing Center and to Organizing." (*Id.* at Art. XI § 5.) Defendant CtW also supports the campaigns of its affiliates by hiring and providing campaign staff. According to its 2009 federal LM-2 filing with the U.S. Department of Labor, Defendant CtW provided to Defendant SEIU "Organizing Campaign In Kind Staff" with a total amount of \$721,847 in compensation. Defendant CtW's commitment to growth and campaign coordination among affiliates has continued since its inception. At its September 2007 convention, CtW delegates resolved to "increase coordination between our affiliates to unite millions of workers into our unions." (*Id.*)

B. Defendants Use Extortionate Corporate Campaigns to Achieve Their Forced Unionization Objectives

81. To more effectively carry out their growth objectives, Defendants have seized on and perfected a devastating pressure technique called the "corporate campaign." Defendant CtW calls such efforts "comprehensive" or "strategic" campaigns.

82. The term “corporate campaign” is generally used to describe a multi-faceted and long-running attack against the business relationships on which a company--or an industry--relies for profitability, wellbeing, and, ultimately, success. A corporate campaign is a sophisticated system of warfare in which a target company is subjected to numerous and diverse legislative, regulatory, legal, economic, psychological and physical attacks. These coordinated attacks are designed to undermine confidence in the target company, disrupt its normal operations and interfere with, impair, or destroy its business relationships with its various constituents, including investors. Ray Rogers, the self-styled “father” of the modern corporate campaign, has described the concept as follows: “The goal of a corporate campaign is to polarize the entire corporate and financial community away from a primary target, thus pulling its most crucial underpinnings out from underneath it.” (Quoted in Stephen Szkotak, “*The Nation’s Longest Running Major Strike Highlights New Labor Strategy, Industry Woes*,” United Press International, August 25, 1982.)

83. A number of labor organizations in the United States, particularly those under Defendant CtW’s umbrella, have seized on Rogers’ tactics and have used corporate campaign tactics to force targeted companies to accede to their unionization goals. As several federal courts have noted, a union corporate campaign: “encompasses a wide and indefinite range of legal and potentially illegal tactics used by unions to exert pressure on an employer . . . [including] litigation, political appeals, requests that regulatory agencies investigate and pursue employer violations of state or federal law, and negative publicity campaigns aimed at reducing the employer’s goodwill with employees, investors, or the general public.” *Food Lion, Inc. v. UFCW*, 103 F.3d 1007, 1014 n.9 (D.C. Cir. 1997) (quoted by *Smithfield Foods, Inc. v. UFCW*, 633 F. Supp. 2d 214, 219 (E.D. Va. 2008)).

84. In this way, corporate campaigns are quite distinct from traditional union organizing campaigns, where the union's activities center on convincing employees of the benefits of union membership. Instead, unions employ corporate campaign tactics as a "top-down" organizing technique. They have concluded that it is easier for a union to convince or, if need be, bludgeon an employer into paving the way for its workforce to be unionized *en masse* than it is for the union to play by the rules established by Congress under the National Labor Relations Act ("NLRA"). The NLRA rules require that a union first convince at least 30% of a group of employees at a given location to express an interest in that particular union, and then prevail in secret-ballot election of the entire employee-group once the employees have had an opportunity to hear the pros and cons of unionization. This process is administered by the National Labor Relations Board ("NLRB"). If the union wins such an election at a given facility, and becomes certified by the NLRB as collective bargaining agent for the employees in the voting unit, the system of collective bargaining contemplated by the federal labor framework allows the employer to take into account local economics when negotiating with the union for wages and benefits.

85. Through a corporate campaign, a union seeks to circumvent this process by using pressure and smear tactics to force an employer to play by an entirely different set of rules -- a set of rules made up by the union, and which an employer is not legally obligated to follow. Union demands in a corporate campaign can include, among other things, the employer's conceding to: (1) forfeit its and its employees' right to a secret-ballot election under NLRB rules and, instead, to recognize the union through "card-check," a method of unionization requiring recognition once the union collects authorization cards from 50% plus one of the employees in a proposed bargaining unit, and thus denying those who did not sign union cards a chance to voice

their preference for or against the union; (2) forego its guaranteed free speech rights protected under federal statute and concede to the union entirely the podium of debate on the question of unionization by remaining neutral during subsequent card signing drives; (3) allow a union access to its facilities during working hours so that the union can more easily convince employees to sign union cards; (4) establish, to the exclusion of all other unions, a “system-wide” bargaining unit of many employees in different locations within a certain geography that the union could never achieve for itself under NLRB rules; and (5) recognize outright the union as bargaining agent for certain groups of employees. Once the union obtains the employer’s right to speak, access to its property and the ability to be recognized solely on the basis of a signed union card, the rate of unionization of the targeted employer’s employees increases dramatically.

86. Corporate campaign tactics are employed by some unions because of the substantial benefits that flow from union recognition. When an employer recognizes a union, a host of federal statutory obligations are triggered immediately, even before a labor contract is negotiated or signed. Upon recognition, the union obtains the instant right to have a significant say in the operation of the employer’s business affairs and, as a practical matter, entitlement to dues money from its new members. Upon recognition, the employer and the union must engage in exclusive and good-faith bargaining in relation to all terms and conditions of employment, no matter how small. Thus, the employer can no longer subcontract a product line, relocate a portion of its operations from one facility to another, or even decide to change from Coke to Pepsi in its employee vending machines, without bargaining with the union over those matters. In essence, through recognition, the union obtains an immediate “seat at the table,” even before contract negotiations begin. In most every respect, the employer can no longer make business

decisions that could impact its employees without first obtaining the advice and consent of the union.

87. The approach of extorting an employer into forced union recognition, without regard for the level of employee interest in forming or joining a union, has been articulated succinctly in the article, “The Pressure is On: Organizing Without the NLRB,” written by former UFCW organizer Joe Crump. In that article, Crump states, “Who do we really need to convince of the advantages of being union? Employees or employers . . . Organizing without the NLRB means putting enough pressure on employers, costing them enough time, energy and money to either eliminate them or get them to surrender to the union . . . One of the concerns organizers might have about waging economic war on an unorganized company is that it might turn employees against the union. I look at it this way: If you had massive employee support, you probably would be conducting a traditional organizing campaign.” (*See Ex. 5.*) Crump defined a union corporate campaign’s success in one of two ways: “either a ratified, signed collective bargaining agreement with a previously non-union employer or a significant curtailment of a nonunion operator’s business, including shutting the business down. Neither of these outcomes will occur by relying on the NLRB.” (*Id.*)

88. Some of the Defendants themselves have stated in the past that extortionate corporate campaigns are their preferred method of forcing unionization on employers. Defendant Raynor has publicly asserted that: “[T]o be successful [in unionizing target companies], I believe you have to be relentless We’re not businessmen, and at the end of the day they are. If we’re willing to cost them enough, they’ll give in.” (Presentation at the annual meeting of the American Political Science Association, Atlanta, Georgia, September 3, 1999.) Defendant Fishman has also been so bold as to state plainly: “We don’t do [NLRB] elections.”

(See Ex. 6.) Focusing on the election process alone, it is easy to see why unions prefer card check--where one or more union organizers or supporters can persuade an employee directly to sign a union card--to a secret-ballot election, where the employee's choice is truly his or her own.

89. In or around August 2007, at a dinner of labor activists that took place in Chicago, Illinois and was hosted by Defendant CtW, a representative of CtW's Strategic Organizing Center described the purpose of a corporate campaign in the following manner: "It's no longer sufficient to use a strike or other work disturbance to pressure a company to do the right thing. Increasingly, it's necessary to pressure a company by causing a crisis of confidence among its customers, shareholders, directors or other constituents." (See Ex. 7.)

90. Distilled to their essence, corporate campaigns are a means of transforming the union recognition process from a give-and-take affair in which the outcome is uncertain, into a foregone conclusion in which the capitulating employer essentially guarantees recognition to the particular union. A union employing a corporate campaign does not have to rely on employee support to gain members. Instead, it counts on employer surrender in order to fill its ranks with new members and to fill its coffers with the employer's money.

C. Defendant SEIU Has Devised Its Own Playbook for Smearing, Pressuring and Extorting Employers

91. Defendant SEIU has published its own manual instructing union members how to intimidate, smear, and pressure employers that the Union has targeted for corporate campaigns. Defendant SEIU's "Contract Campaign Manual" (the "Manual") is widely known in the labor arena and has been a blueprint on making good on Defendants' extortionate threats to Sodexo. The Manual is a stunningly candid assessment of Defendant SEIU's partiality towards the use of sophisticated extortion campaigns--including its observation in the Manual that union pressure

campaigns often involve a conscious choice to break the law in order to be more effective--to bend employers to their will. Defendant SEIU reserves an entire section of its Manual, called “Pressuring the Employer,” for describing in detail its most powerful pressure and smear tactics. That section’s introduction notes that “outside pressure can involve jeopardizing relationships between the employer and lenders, investors, stockholders, customers, clients, patients, tenants, politicians, or others on whom the employer depends for funds.” It also states that “community action and the use of the news media can damage an employer’s public image and ties with community leaders and organizations.” Defendant SEIU believes these tactics to be effective because “the **threat** of action often has more psychological effect on management officials than the action itself because they don’t know exactly what the impact will be.” The introduction concludes by noting that pressure campaigns often require many different tactics and belies the real motivation underlying union corporate campaigns: “You have to put pressure in many ways so that the total cost of your campaign to the employer begins to outweigh the benefits of rejecting your proposals.” (See Ex. 8 at p. 3-2, 3-3, emphasis added.)

92. The Manual suggests that one of the first steps in designing an effective extortion campaign is determining how such pressure will hurt the employer financially. In asking the reader to consider the purpose of each potential pressure tactic, the Manual states:

Costing the employer money. Can you **threaten** to or actually:

- Reduce productivity?
- Increase costs?
- Affect a private company’s relationship with sources of income, such as customers, clients, investors, or lenders?

- Create bad publicity which would, in turn, affect the relationships described above?
- Cause the courts or regulatory agencies to enforce laws or regulations the employer has failed to obey?
- Directly affect the careers or other interests of individual management officials? (*Id.* at p. 3-6, emphasis added.)

93. In this regard, the Manual encourages union campaigners to focus on an employer's lenders and investors: "If those lenders/investors decide that because of your dispute it is not worth their while to help finance the employer, the employer may have increased financial incentive to settle." (*Id.* at p. 3-18.) The Manual also suggests that a good campaign "may be able to **threaten** the relationship between a company or agency and the customers, clients, tenants, or patients it depends on for income." (*Id.* at p. 3-19, emphasis added.) It further advises campaigners to assess how best to "embarrass [company managers] in front of their superiors, associates, families, neighbors or friends in the community." An effective campaign should "figure out who really holds the power and tailor your tactics to affect them."

94. The Manual also suggests that a campaign should avail itself of the legal process, not to seek legitimate redress for employer violations of law, but to distract the employer's executives, drain its resources, and increase the extortionate pressure:

Even if the violations [of applicable laws] are completely unrelated to bargaining issues, your investigations may give management added incentive to improve its relationship with you . . . [T]he employer is now facing:

- Extra expense to meet regulatory requirements or qualify for necessary permits or licenses.

- Costly delays in operations while those requirements are met.
- Fines or other penalties for violating legal obligations.
- Damage to the employer's public image, which could jeopardize political or community support, which in turn could mean less business or public funding. (*Id.* at p. 3-21.)

95. Utilizing the assistance of friendly politicians can also be used to generate outside pressure on an employer, according to the Manual. "Political pressure," claims Defendant SEIU, can be used in two ways: (1) to "draw politicians into" the union's fight, and (2) to send a message to management officials that if they do not heed union demands, "union members will be more inclined to push for legislative action on other issues that would affect management." (*Id.* at p. 3-25.) In keeping with Defendant SEIU's overall theme of pressuring and extorting an employer by causing it substantial financial and business injury, campaigners are encouraged to press politicians for "changes in the way employers are taxed, awarded public funds, or required to provide service." (*Id.*) The Manual actually suggests that a campaign should pressure *the politicians themselves* into taking harmful action against the target employer if those politicians are not inclined to cooperate with the union. (*Id.* at p. 3-26.) In contrast, friendly politicians should be invited to speak at protests and demonstrations. (*Id.*)

96. The Manual also notes that applying pressure directly on individual executives and managers can be a most effective tactic. Defendant SEIU suggests that this tactic works best in the case of company managers who have good reputations: "If they have built a good reputation through involvement in community service or religious organizations, for example, both they and those groups may find it potentially embarrassing to be linked to racism, sexism, exploitation of immigrants, or proposals that would take money out of the community for the

benefit of distant stockholders.” (*Id.* at p. 3-27.) In other words, managers who have not engaged in corporate misdeeds, and who are recognized in their communities and churches as good citizens, are the ones most likely to be negatively affected by a union smear campaign and, therefore, are the most likely to yield to extortionate threats.

97. The Manual further instructs campaigners on how to take advantage of the media in order to harass and pressure a target employer: “Use of the media can put pressure on the employer and support all of the other tactics discussed in this part of the manual. For example, media coverage and advertising can help to:

- Give customers, clients, investors and others in the community reasons to cut off economic ties with the employer. Media attention can convince the community of the justice of your cause, or can make businesses or individuals feel that they don’t want to be involved with the employer while it is getting such bad publicity.
- Make individual managers nervous about the effect bad publicity may have on their careers and reputations. If they see that you have the ability to use the media successfully, they may worry that you will be able to publicize unfavorable information about their activities.” (*Id.* at p. 3-56.)

98. To help maximize media coverage, the Manual suggests that campaigners “create” news designed to spotlight allegations of employer wrongdoing: “For the most part, getting free news coverage depends on creating ‘newsworthy’ events - events that can be shown visually, that are unusual in some way, that involve action by large numbers of people, or that involve well known public figures.” (*Id.* at p. 3-65.) To help facilitate this process, campaigners are encouraged to increase the size and intensity of union-led protests and attacks on target

employers and/or their business relations by recruiting, or even paying for, outside assistance: “Other unions or community groups may be able to beef up demonstrations or rallies by supplying demonstrators who are not afraid of losing their jobs, are used to confronting authorities, or have more convenient schedules.” (*Id.* at p. 3-51; 3-53.) The Manual also suggests that unions take advantage of other groups, such as students, to help enhance a pressure campaign “Other organizations in the community . . . may already have done research and organizing you can take advantage of. For example . . . Groups of students, people who receive government benefits, or other ‘consumers’ of public services who may be organizing to demand improved services or benefits.” (*Id.* at p. 3-50.)

99. Defendant SEIU’s extortion playbook does not end there. The Manual also advises would-be campaigners to break the law in order to increase the pressure on a targeted employer. (*Id.* at p. 47.) The Manual urges campaigners to remember that “the job of [the union’s] lawyers is not to make the decisions about when and how to obey the laws,” and actually suggests that sometimes disregarding a lawyer’s advice against violating the law may be the best course of action. It states: “Their job is to tell you what the laws are and how they are likely to be interpreted by the courts. Using that advice, union members and their elected leaders must then weigh the risks and benefits of potential actions.” (*Id.*) The reason for doing this, claims Defendant SEIU, is that if a union turns up the pressure high enough, an employer might not have the will to challenge a union’s illegal conduct:

In many situations, employers may have a strong incentive not to take legal action against workers or their union. For example:

- Legal action, no matter who initiates it, may expose an employer to the process of ‘discovery,’ which means that the union has the right to

subpoena employer documents and witnesses in order to prepare its case.

The employer may feel that revealing inside information through that process is too risky.

- Lawsuits also may mean more publicity, which the employer may not want.
- Certain acts which might technically be illegal might be seen by the public, news media, customers, or other potential worker allies as justifiable and not something the employer should be challenging.
- Even if workers or the union might be found guilty, you have to consider what the penalty is likely to be. If a civil lawsuit might be involved, what damages could the employer actually prove and collect? (*Id.* at p. 3-47, 3-48.)

100. Perhaps the Manual's most stunning revelation is Defendant SEIU's admission that it is necessary to blackmail or extort a target employer in order to maximize a campaign's effectiveness, and it should be done in a way that diverts the blame to the target employer's employees. The Manual notes, "It may be a violation of blackmail and extortion laws to threaten management officials with release of 'dirt' about them if they don't settle a contract. But there is no law against union members who are angry at their employer deciding to uncover and publicize factual information about individual managers." (*Id.* at p. 3-27, emphasis added.) In other words, Defendant SEIU acknowledges that its campaign tactics violate extortion laws but suggests that a campaigning union can get away with these tactics, nevertheless, by making its threats appear to have originated with anyone but itself.

101. By designing their corporate campaigns to appear to be employee-led uprisings, Defendant SEIU hopes to conceal its true involvement from everyone but the targeted employer. This sophisticated sleight of hand can prove intellectually vexing, emotionally frustrating, and psychologically and financially devastating for the targeted--and enlightened--employer.

102. Since the original publication of its Contract Campaign Manual, Defendant SEIU has refined the tactics discussed above and adapted them for use in situations where its goal is to force a non-union employer to allow the unionization of its employees without a secret ballot vote under NLRB procedures.

D. Engaging in Extortionate Corporate Campaigns is Defendants' Regular Way of Doing Business

103. Defendants employ the extortionate corporate campaign tactics described throughout as a regular way of doing business. Defendants' Corporate Campaign against Sodexo is the first of several extortion campaigns Defendants have planned in their quest to dominate, to the exclusion of all other unions, Sodexo's industry. Defendants have already admitted to Sodexo their plans to launch extortionate forced unionization campaigns against Sodexo's competitors ARAMARK and Compass.

104. Moreover, Defendants' scheme to monopolize the representation of employees of Sodexo and its competitors is just one example of Defendants' many attempts to extort employers, and even other unions, for new members and dues monies. Over the past two decades, Defendants have attempted--with some success--to bludgeon the following employers and unions into forced unionization arrangements: Prime Healthcare Services, Somers Building Maintenance, Professional Janitorial Services, Executive Management Services, Beverly Enterprises, CVS/Caremark, Allied International Union, Sutter Health, and Catholic Healthcare

West. Defendants' malicious and extortionate attacks against these entities are described in detail in Appendix A.

105. As with the Clean Up Sodexo Campaign, each of these campaigns centered on Defendants' explicit and/or implicit threats to destroy or damage the business interests of the target unless it agreed to accede to Defendants' forced unionization demands and deliver the same or similar money and property rights demanded of Sodexo. To make good on their threats in each case, Defendants deployed some variation of the tactics described in Defendant SEIU's Contract Campaign Manual, including:

- Threatening to put Prime Healthcare Services' senior executives in jail if they did not agree to let Defendant SEIU and one of its locals unionize Prime's California hospitals, and, after Prime refused to yield, making false public claims that Prime's substandard hospital care resulted in high rates of "life-threatening" blood infections and that Prime had engaged in Medicaid fraud;
- Telling Somers Building Maintenance executives that "We will never let your employees vote," and, after Somers refused to allow Defendant SEIU to unionize its janitors without NLRB elections, filing dozens of baseless charges against Somers with regulatory agencies, then promising to "make them disappear" if Somers would just capitulate to Defendant SEIU's demands;
- Threatening the CEO of Professional Janitorial Services that if he did not allow Defendant Local 1 to unionize the company, Defendants SEIU and

Local 1 would destroy its business and community standing, and further threatening to “**come down there [to Houston] and kill PJS;**”

- After threatening Executive Management Services’ CEO with economic ruin if he did not allow Defendant SEIU to unionize his company, barraging the company with malicious attacks, including a fraudulent OSHA charge that falsely alleged that EMS’ employees were forced to carry human body parts out of biology laboratories, and recruiting individuals from a local homeless shelter to impersonate EMS employees and participate in a protest at the offices of one of EMS’ biggest clients;
- Attempting to destroy Beverly Enterprises in retaliation for its refusal to agree to Defendant SEIU’s unionization demands by publishing sensational and disgusting claims about Beverly, including that Beverly employees routinely tied nursing home residents to their beds for hours at a time, causing them to become soaked in urine and excrement.

106. These and the other examples described in Appendix A demonstrate that Defendants’ Clean Up Sodexo Campaign is not an isolated method. As described throughout, Defendants would rather abandon the traditional NLRB organizing model. Instead, they prefer to pressure a targeted employer through a “top down,” forced unionization effort to which a targeted employer accedes not because its employees are genuinely interested in union representation, but because the alternative for the employer is public scorn and substantial financial harm.

II. **DEFENDANTS DEVISE THEIR UNLAWFUL SCHEME TO EXTORT SODEXO**

A. **Defendant SEIU’s Plot to Monopolize Sodexo’s Industry**

107. Defendants' conspiracy to extort Sodexo represents, in large part, a power play in a bitter feud between rival unions competing for turf in the industry in which Sodexo competes.

108. For decades, major labor unions in the United States have acknowledged and observed informal jurisdictional limits on their prerogative to unionize certain groups of workers. For example, Teamsters undertake to represent truck drivers, and United Mine Workers undertake to represent coal miners. For the most part, these limits have served to prevent unions from raiding the memberships of their rivals, or from competing too closely for new members in a given industry or geography. The vast majority of employees in Sodexo's industry are foodservice employees, who traditionally have fallen within the jurisdiction of the former Hotel Employees and Restaurant Employees ("HERE") union. In the spring of 2004, HERE merged with the UNITE union, an organization that traditionally has represented employees in the laundry and textile industries. The merger of UNITE and HERE was one of necessity. By the spring of 2004, UNITE was dying. Though flush with assets and cash--including the Amalgamated Bank, which is the only FDIC-insured commercial bank in the United States that is 100% union-owned--UNITE was losing its membership as the domestic textile industry evaporated. HERE had a stable jurisdiction and the opportunity for growth, but needed assets. The marriage of these unions allowed UNITE to redirect its assets into the food service industry. Upon their merger, Defendant Raynor, who had been the head of UNITE, became the General President of the newly created UNITE HERE. John Wilhelm, who had been the head of HERE, became the President of UNITE HERE's Hospitality Division.

109. Around that time, Defendant SEIU was also looking for ways to expand its ranks and viewed the employees of Sodexo and its competitors as a prime opportunity to do so. To facilitate its foray into the industry, Defendant SEIU entered into an agreement with UNITE

HERE establishing ground rules for unionizing employees of companies in Sodexo's industry. The agreement included the formation of a joint national local union called Service Workers United ("SWU"). Defendant SEIU and UNITE HERE created SWU to be the union that collectively would represent workers signed up by either of the two unions. For several years thereafter, the two unions unionized a number of bargaining units under SWU, including several units of Sodexo employees.

110. In late 2008, Defendant Raynor believed he would not prevail in the 2009 election of UNITE HERE officers. He therefore plotted an exit from UNITE HERE that would enable him to take with him the hundreds of millions of dollars in assets that he brought into the merger between UNITE and HERE. At the same time, Defendant SEIU's partnership with UNITE HERE was beginning to falter, as the two unions had not made the gains that Defendant SEIU had envisioned. Andy Stern, on behalf of Defendant SEIU, invited Defendant Raynor to bring to SEIU his assets and the parts of UNITE HERE that remained loyal to Raynor. This move promised to give Defendant Raynor a soft landing and to give Defendant SEIU additional assets, additional membership, and additional foodservice members, all at the expense of UNITE HERE.

111. Defendant Raynor did in fact leave UNITE HERE in early 2009, delivering to Defendant SEIU approximately 100,000 UNITE HERE members who affiliated with Defendant SEIU as Defendant Workers United. Raynor's defection from UNITE HERE touched off a heated battle for control over UNITE HERE's remaining members and assets. Wilhelm and the remaining members of UNITE HERE disaffiliated from Defendant CtW and re-joined the AFL-CIO. In an open letter to Stern, Wilhelm accused Defendant SEIU, along with Stern and Defendant Raynor, of "plott[ing] to break up UNITE HERE, remove assets from the Union's

control and organize in UNITE HERE's traditional industry jurisdictions." (*See* Ex. 9). Wilhelm's letter also accused Defendants Fishman and Woodruff of encouraging UNITE HERE members to defect from their union and noted with incredulity Stern's call to have a third-party mediator arbitrate the division of the "membership, jurisdiction and treasury" Defendants allegedly stole from UNITE HERE. He said: "Suppose a burglar broke into your house, stole your property, and demanded ransom. Then the burglar contacts you to demand that a third party be given the right to divide up the stolen property. Would anyone accept such an offer?" (*Id.*) Wilhelm also wrote to his own membership to address the plot against UNITE HERE. In this letter, he described a strategy document recovered from Defendant Raynor's former office at UNITE HERE that included a detailed plan conceived by Defendant Raynor and Stern to split up UNITE HERE, take away its assets and assume total control of the laundry and food service industries. According to this internal document, the plan included strategies to tie up UNITE HERE's assets in frivolous legal proceedings, to secretly transfer funds from UNITE HERE to Joint Boards controlled by Defendant Raynor, to target and take over UNITE HERE local unions, to "turn the labor movement against [UNITE HERE]" by "lin[ing] up key [Change to Win] Presidents" against Wilhelm; and to execute a public smear campaign against UNITE HERE also designed to damage Wilhelm's credibility. (*See* Ex. 9A.) The battle lines in Defendants' war against UNITE HERE were clearly drawn.

112. Among other things, Wilhelm disagreed with Stern and Defendant Raynor over the allocation of existing SWU bargaining units or of the rights to unionize workers employed by Sodexo or its competitors going forward. Thus, in addition to Defendants' attempts to raid UNITE HERE's existing membership and assets, Stern and Defendant Raynor, acting on behalf of Defendants SEIU and Workers United, and with the knowledge and approval of Defendant

CtW, opted to initiate a massive effort to establish Defendant SEIU's dominance in the industry. The focus of this effort was Defendants' plot to execute a series of forced unionization campaigns against the major employers in Sodexo's industry. Through this path, Defendants hoped either to obtain leverage in their battle with UNITE HERE, or to succeed in squeezing UNITE HERE out as an effective competitor, or both. Sodexo was chosen as Defendants' first victim.

B. Formation of the Sodexo Conspiracy

113. To commence implementation of their strategy, Defendants devised a scheme to extort Sodexo's "voluntary" recognition of Defendant SEIU and its affiliated locals as bargaining agent for as many of the Company's non-union employees as Defendant SEIU could accept, to the exclusion of competing unions such as UNITE HERE. To realize this goal, Defendants conspired to utilize the resources of Defendants CtW, SEIU, and the Local Union Defendants to engage in a wide-ranging corporate campaign of extortion of Sodexo. Consistent with the teachings of Defendant SEIU's Contract Campaign Manual, Defendants agreed to use their collective political, social, and financial strength to attempt to bring suffocating extortionate pressure on Sodexo by repeatedly attacking Sodexo in the print, television, radio, and internet media; unlawfully interfering with Sodexo's existing and prospective business relations; orchestrating frivolous regulatory and other "investigations" of Sodexo; recruiting a small number of disgruntled current or former Sodexo employees and falsely portraying their allegations regarding their treatment as representative of the Company's behavior as a whole; recruiting third-party participants, such as college students, to take part in protests, boycotts and other demonstrations; participating in and/or encouraging supporters to engage in the conscious violation of state and local laws; threatening to accuse Sodexo of criminal activity; threatening to

engage in violence against Sodexo and/or its property; and communicating with investors in an attempt to discourage financial investments in the Company, its parent entity, and its other affiliates around the world. Defendants have threatened Sodexo directly, openly, and repeatedly that they intend to continue attacking Sodexo's business relationships and smearing its name until it surrenders to Defendants' demands.

114. Although Defendants did not announce their Corporate Campaign against Sodexo until in or around August 2009, upon information and belief, Defendants devised their conspiracy in or around March 2009, after the dissolution of UNITE HERE and affiliation of Defendant Raynor and his Workers United group with Defendant SEIU. Defendant CtW's Leadership Council, which at that time included Stern as a member and today includes Defendant Henry as a member, authorized the creation and/or execution by Defendant SEIU of the Clean Up Sodexo Campaign. They also approved the Defendants' utilization of the Clean Up Sodexo Campaign as the primary means through which to initiate and carry out their extortionate scheme.

115. The Corporate Campaign is coordinated on a strategic level by Defendant SEIU and its leadership, which at the time of the Campaign's inception included Stern and presently includes Defendants Henry and Woodruff. The Campaign also is coordinated within Defendant CtW's Strategic Organizing Center, which is led by Defendant Woodruff. Defendant Weintraub--who reports directly to Defendant Woodruff--and Defendant Fishman are responsible for the day-to-day planning and execution of the Campaign's tactics. They also have communicated several of Defendants' direct extortionate threats to Sodexo representatives. Defendant Raynor controls and directs Workers United's participation in the conspiracy and coordinates its actions

with Defendant SEIU. Finally, the other Local Union Defendants carry out the majority of the various Campaign attacks described below.

116. Defendant SEIU created the Clean Up Sodexo concept to fit the modus operandi of its past extortion schemes directed against other employers, including but not limited to those described in Appendix A below. The Clean Up Sodexo Campaign is nothing more than the Defendants themselves. Defendants fabricated the Clean Up Sodexo concept out of whole cloth in order to portray publicly their extortionate scheme as a social movement, initiated and carried out by Sodexo's hourly employees as well as other concerned third parties. Defendants then sought to misrepresent themselves publicly as the employees' noble savior, having involved themselves in the Clean Up Sodexo Campaign only at the urging of Sodexo's employees who, according to Defendants, pine for union representation as a means of improving their working conditions and their overall quality of life.

117. Despite these claims, at no time since the inception of the Campaign have Defendants actually pursued union representation through traditional NLRB means. These means are available to Defendants almost instantaneously, assuming Sodexo employees want a union, a question Defendant SEIU seems unwilling to put to the test. Defendants' failure actually to seek representation of Sodexo's employees lays bare Defendants' real intention, which is to bludgeon Sodexo into acceding to Defendants' unionization demands, conceding to Defendants a substantial interest in the conduct of the Company's business affairs, and paying to Defendants the dues and other payments that would attend unionization of the Company's hourly employees.

118. To create the appearance that the Clean Up Sodexo Campaign is a collective effort of Sodexo's hourly workforce and of like-minded social justice groups and individuals,

Defendants recruited and secured the assistance of a small handful of current and former Company employees so that Defendants could portray their stories of alleged mistreatment as representative of Sodexo's human relations, safety, sanitary, and business practices as a whole. In many cases, Defendants have misrepresented the facts regarding their featured employee testimonials. In all cases, they have consciously sought to twist the facts regarding Sodexo's public record to create the impression that their handpicked employee coterie represents how Sodexo typically does business, rather than isolated or exceptional circumstances. Because the portrayal of Clean Up Sodexo as a worker-led movement is critical to Defendants' success, they have gone to great lengths to generate this façade, in some cases intimidating and threatening Sodexo's employees and/or misrepresenting themselves to solicit the participation of such employees.

119. Defendants then sought to use the perception they created regarding the alleged plight of Sodexo's employees as a recruiting tool, garnering the assistance of a number of third parties. Defendants misled such third parties into believing that Clean Up Sodexo events were designed to address genuine issues of social concern. As described above, Defendants' purpose in securing the participation and assistance of such third parties was to create a public perception that the majority of Defendants' unlawful and extortionate conduct originated with the employees and third-party participants, and not the Defendants.

120. To maximize the pressure their Campaign would create, and to be sure Sodexo would fear repetition of their Corporate Campaign activities, Defendants have repeatedly staged "newsworthy" events, as described below, and then promoted those events through press releases to the media and/or blog posts on various internet sites. Defendant SEIU created and registered several internet sites dedicated exclusively to achieving this end, including the following:

www.campaignforqualityservices.org, registered on or about February 21, 2008, www.cleanupsodexo.org (“Clean Up Sodexo website”), registered on or about October 7, 2009, and www.sdxwatch.org, registered on or about August 19, 2010. The Clean Up Sodexo website serves as the primary launch platform for the majority of Defendants’ smears and attacks. Since creating the site, Defendants have posted at least 230 separate print articles, video, audio and/or other media to the Clean Up Sodexo website, many of which are cited herein. The “SDXwatch” site was created by SEIU Capital Stewardship, Defendant SEIU’s pension advisory affiliate. It is aimed at the Company’s global investors and business partners. Its purpose is to appear to provide “investment analysis” regarding major Clean Up Sodexo Campaign events, which are “reported” in a “neutral” and “unbiased” fashion. The majority of SDXwatch’s writings suggest to investors that Sodexo’s “labor problems,” which in fact have been orchestrated by Defendants, are a troubling indicator of the Company’s potential financial health and that investors should think twice about making financial commitments to Sodexo.

121. Defendants also have taken advantage of the various forms of electronic social media to spread their hateful message regarding Sodexo, re-publishing Campaign information on the Facebook pages of groups that have participated in anti-Sodexo events, including, but not limited to: GMU Students for Sodexo Workers, Defendant Local 615’s Massachusetts Clean-Up Sodexo, USAS’ Ohio State page, The Luther [College] Community Against Sodexo, Students and Workers in Solidarity, Tulane University’s Students Who Support Sodexo Workers’ RIGHT to Organize, and Sodexo Campaign at Westfield. Upon information and belief, some or all of these sites were established at Defendants’ urging to facilitate the spread of their Campaign attacks.

122. Defendants also established a Clean Up Sodexo Twitter page, on which they frequently have re-posted Campaign attacks, videos, reports, press releases, and blog articles. Since the inception of the Clean Up Sodexo Campaign, Defendants have uploaded hundreds of “tweets” to the Clean Up Sodexo Twitter page. (See www.twitter.com/CleanUpSodexo.) In addition, numerous employees and agents of Defendants, including Joaquin Guerra, Brad Levinson, Kate Thomas, and Andy Stern himself, have posted accounts of the Campaign on their personal Twitter pages.

123. Defendants’ virtually endless stream of press releases, blog articles, and social media posts is intentionally calculated to have a cumulative effect on Sodexo; its clients, employees, and management; its investors, lenders, and business partners; and the public. Specifically, Defendants hope that their numerous accusations and allegations regarding Sodexo, if repeated often enough and in enough places, will cause Sodexo’s various constituents to terminate, or decline to enter, business relationships with the Company, not because they believe Defendants’ malicious rhetoric, but because they do not want to become embroiled in the middle of Sodexo’s “labor problems” or to become a target of Defendants’ Campaign attacks. In this regard, each and every press release, blog article and social media posting is specifically calculated by Defendants and their agents to: 1) create additional extortionate pressure on Sodexo, and 2) remind Sodexo that Defendants--through their varied and diverse attacks described in those articles and postings--were making good on their extortionate threats.

C. Defendants Have Substantial Financial Motive to Extort Sodexo

124. All of the Defendants have substantial financial motive to extort Sodexo. Forcing Sodexo to allow the unionization of tens of thousands of its non-union employees would result in millions of dollars in dues and other payments from Sodexo to Defendant SEIU and its affiliated locals, including but not limited to the Local Union Defendants. As of the date on which

Defendant SEIU's 2008 Constitution became effective, Defendant SEIU has received a per capita tax on all dues received by its local unions in the amount of \$7.65 per member, per month. (*See* Ex. 2 at Art. XIII § 1(a).) Thus, unionizing the remainder of Sodexo's non-union workforce would equate to roughly \$7,344,000 per year in additional revenue to Defendant SEIU. In addition to this per capita tax, each local must pay an additional per capita tax in the amount of \$5.00 per member to finance the "Unity Fund," the dedicated revenue source for organizing campaigns. (*Id.* at Art. XIII § 1(d).) The SEIU Constitution also imposes on affiliated locals "minimum dues," which are the lowest permissible amounts to be assessed against members. Minimum dues range from \$24.00 to \$29.00 per member/per month and are by Constitutional provision set to increase by one dollar on January 1st of each year. (*Id.* at Art. XIII § 6(a).) Thus, unionizing Sodexo would result in substantial financial gain both to the Local Union Defendants and to Defendant SEIU.

125. The Individual Defendants also derive substantial income from the ongoing operation of Defendant SEIU and/or its affiliates. According to Defendant SEIU's 2009 LM-2 filing with the Department of Labor, Defendant SEIU in 2008 paid \$102,840 in compensation to Defendant Weintraub; \$199,640 in compensation to Defendant Woodruff; and \$199,640 in compensation to Defendant Henry. In addition, according to Defendant Local 32BJ's 2009 LM-2 filing, Defendant Local 32BJ paid \$211,938 in compensation to Defendant Fishman. Finally, according to Defendant Workers United's 2009 LM-2 filing, Defendant Workers United paid \$154,707 in compensation to Defendant Raynor. More importantly, forcing Sodexo, and/or its competitors, to unionize exclusively with Defendant SEIU and its affiliates would bring the Individual Defendants increased power and status within their respective organizations and in the labor movement in general.

126. Defendant CtW also stands to reap significant financial and strategic rewards from the Clean Up Sodexo Campaign. As discussed above, Defendant CtW's Constitution obligates each union affiliate to pay to Defendant CtW a per capita tax of \$.25 per member/per month. (*See* Ex. 4 at Art. XI § 2.) Also, by constitutional mandate, at least 75% of CtW's per capita tax "shall be dedicated to the Strategic Organizing Center and to organizing." (*Id.* at Art. XI, § 5.) For Defendant CtW, a successful Clean Up Sodexo Campaign would result in a substantial increase in per capita contributions from Defendant SEIU, which in turn would allow Defendant CtW to facilitate future corporate campaigns. Moreover, by facilitating Defendant SEIU's takeover of Sodexo, Defendant CtW would increase its own footprint in Sodexo's industry.

127. Finally, the Clean Up Sodexo Campaign represents the first step in Defendants' collective attempt to sideline their major industry competition: UNITE HERE, which no longer is affiliated with Defendant CtW and therefore no longer makes per capita contributions to Defendant CtW. Thus, the Clean Up Sodexo campaign is a means of eliminating UNITE HERE as a financial competitor of Defendants in Sodexo's industry.

III. DEFENDANTS' UNLAWFUL THREATS AND ATTACKS AGAINST SODEXO TO OBTAIN SODEXO'S PROPERTY¹

A. Nature of Defendants' Actions

128. Some or all of the actions and events described below constitute acts and threats undertaken by Defendants with the specific intent to extort money, property, and pecuniary benefit from Sodexo. Therefore, such acts or threats are separately chargeable as attempted extortion or extortion, or both, under the laws of a variety of States, at least including, but not

¹ Because of the complicated and prolonged nature of Defendants' extortionate scheme, this Complaint presents the factual allegations by subject matter, rather than by date.

limited to, the laws described in the First, Second, Third and Fourth Claims for Relief, and punishable by imprisonment for more than one year under such laws.

129. The specific property Defendants are attempting to extort from Sodexo includes, but is not limited to the following:

- Sodexo's recognition of Defendant SEIU and/or its affiliated locals, including but not limited to the Local Union Defendants, as bargaining agent of the Company's non-union employees, at current and future Sodexo facilities in the United States that have not, to date, been organized by SEIU or any other labor union;
- Sodexo's agreement to allow Defendant SEIU to exercise for Sodexo its right to insist on secret-ballot elections conducted by the NLRB at each Company facility Defendant SEIU selects for unionization, by forcing Sodexo to waive such right;
- Sodexo's agreement to allow Defendant SEIU to exercise for Sodexo its right guaranteed under Section 8(c) of the National Labor Relations Act to voice its opinion about, and/or opposition to, attempts to unionize its employees, by forcing Sodexo to waive such right and remain neutral and therefore silent on the matter, thereby allowing Defendant SEIU to fill the void created by the Company's forced silence with additional communications to employees regarding unionization;
- Sodexo's agreement to allow Defendant SEIU to exercise for Sodexo its right to refuse to recognize Defendant SEIU as bargaining agent of the Company's employees on the basis of signed union authorization cards, by forcing Sodexo to waive such right and to recognize Defendant SEIU as such bargaining agent on the basis of such cards;

- Sodexo's agreement to give up its right to exclude representatives of Defendant SEIU from premises under its control and instead to allow Defendants to have physical access to its facilities and employees to which Defendants are not otherwise entitled;
- Sodexo's agreement to enter into collective bargaining agreements with Defendant SEIU or its affiliated locals;
- Sodexo's relinquishment of substantial autonomy and control over its business operations and, at the same time, turning over to Defendants for their own use and exercise, a significant portion of that autonomy and control;
- Sodexo's money in the form of union dues paid to Defendants by Sodexo on behalf of the Company's employees that are the target of Defendants' extortionate scheme;
- Gain of considerable strategic and financial leverage when negotiating on behalf of other units of Sodexo employees currently represented by Defendant SEIU and/or its affiliated locals; and
- Contributions by Sodexo to other funds benefiting Defendants, including but not limited to certain of Defendants' pension funds.

130. Defendants have no lawful claim or any other claim of right to any of the money and other property demanded from Sodexo.

131. Each of the actions and events described below was undertaken either by Defendants themselves, or by and through their agents and with their actual knowledge, approval and/or ratification, in furtherance of the unlawful conspiracy alleged herein to extort money and property from Sodexo and to acquire unlawfully an interest in, or control of, Sodexo's business

affairs, by interfering unlawfully with Sodexo's relations with its shareholders, customers, business partners, investors, lenders, and the general public and by inflicting repeated and substantial financial injury upon Sodexo. The actions and events taken against Sodexo were not isolated, but were related in that each has the same or similar purpose, participants, victim, and methods of commission, and are designed to obtain the same result.

132. Accordingly, such actions are part of a pattern of repeated conduct, directed by Defendants against Sodexo, in a closed, but substantial, period of time, commencing in or around August 2009 and continuing through and including the present.

133. Defendants' racketeering activity described herein also poses a distinct threat of long-term continued criminal activity because Defendants' past extortionate conduct, by its nature, projects into the future with a clear threat of repetition. As Defendant Fishman has told Sodexo's executives on multiple occasions, Defendants plan to continue to harass, intimidate, smear, and financially injure Sodexo until Defendants have achieved all of their unionization objectives. To allow Defendants to achieve these objectives, Sodexo would have to surrender to Defendants the various property rights described above time and time again, each time Defendants select another Sodexo facility for unionization. Moreover, Defendants can unionize Sodexo's employees only one new bargaining unit at a time. Therefore, Sodexo's delivery of the property rights described above will occur one new bargaining unit at a time. In this regard, Defendant Fishman has already admitted that Defendants intend to obtain Sodexo's money and property rights--and therefore to extort Sodexo--a countless number of times under applicable State law. Thus, Defendants' unlawful conspiracy is designed to continue well beyond Sodexo's initial capitulation to the extortionate pressure created by the Clean Up Sodexo Campaign.

134. Defendants' extortion scheme is also of an indefinite nature. The number of locations at which Sodexo has employees continuously expands. In fact, Sodexo has added hundreds of new accounts in each of the past several years, the majority of which have required that the Company hire new employees to provide the contracted services. Accordingly, every time Sodexo adds a new client and hires employees to service the new account, Defendants will be presented with yet another opportunity to unionize Sodexo employees, both on the terms they previously have demanded and under the cloud of their prior extortionate threats. As such, there is no fixed end to Defendants' scheme to extort the Company.

135. Moreover, and as described in more detail in Appendix A, the actions taken by Defendants in furtherance of this pattern also reflect their regular way of doing business. Sodexo is one of many entities that have suffered at the hands of Defendants' extortionate schemes and also represents the first of several employers of foodservice employees Defendant SEIU has targeted in its bid to squeeze UNITE HERE and other competing unions out of Sodexo's industry.

136. Although Defendant SEIU and many of its affiliated locals, including the Local Union Defendants, currently represent units of Sodexo employees, none of Defendants are currently the collective bargaining agent for the Company's non-union employees that are the object of Defendants' extortionate conspiracy. Defendants have no legal right to engage in collective bargaining with, or to make demands of, Sodexo on behalf of the Company's non-union employees.

137. Defendants' rhetoric to the contrary, their Corporate Campaign is only about pressuring Sodexo into accepting their demands and according recognition to Defendant SEIU and its affiliated locals. Were Sodexo to raise hourly wages and improve its benefits tomorrow,

Defendants' Corporate Campaign would not stop. Defendants' Corporate Campaign is not about achieving a process by which Defendant SEIU could test its status with Sodexo's employees, as Defendant SEIU can do that at any time by requesting NLRB secret-ballot elections. Defendant SEIU needs no agreement from Sodexo to do so. Defendants' real object is representation and money, not improvements in employee treatment.

B. Defendants Have Directly and Explicitly Attempted to Extort Sodexo on Multiple Occasions

138. Defendants have directed a series of unambiguous extortionate threats to Sodexo on at least four separate occasions, during direct conversations with Sodexo executives. Throughout each of these conversations, Defendants have left no room for doubt that their intent is to decimate Sodexo's business relations absent the Company's total surrender to their demands.

1. Defendants' Initial Threat to Launch their Extortionate Campaign

139. Before publicly launching the Clean Up Sodexo Campaign, Defendants dispatched Defendant Fishman to carry their demands directly to Sodexo and to ensure that the Company understood that it would be attacked if it did not agree to Defendants' terms. In or around August 2009, Defendant Fishman telephoned Dick Macedonia, who formerly served as Sodexo's Chief Executive Officer and now serves as a Company advisor. Macedonia was in Maryland when he received the call. Upon information and belief, Defendant Fishman placed the call from New York.

140. During their phone conversation, Defendant Fishman told Macedonia that Defendant SEIU was making a number of demands of the Company. Specifically, he demanded that Sodexo allow Defendant SEIU and/or its affiliated local unions, including but not limited to the Local Union Defendants to (1) unionize Sodexo's U.S.-based non-union employees without

allowing the employees to vote in secret-ballot elections conducted by the NLRB; (2) have access Sodexo's employees on Sodexo's property during working time; (3) exercise for Sodexo its right to speak out concerning unionization by forcing the Company to remain neutral and silent; (4) be recognized, to the exclusion of all other unions, by Sodexo in each proposed bargaining unit on the basis of signed authorization cards; and (5) organize the Company's employees via "geo-sector" groupings (sectors of Sodexo's business in a particular defined geography, such as K-12 school districts in New Jersey) wherein every new employee group organized by Defendants within a certain "geo-sector" would automatically fall under one master collective bargaining agreement, the terms of which would be decided in advance. Fishman stated to Macedonia regarding Defendant SEIU's demands, "You're not going to agree to that, are you?" When Macedonia said Sodexo would not agree, Defendant Fishman cut off the conversation and said the Defendant SEIU would be "coming after" Sodexo and launching a "campaign" against it. Defendant Fishman's comments during his phone call with Macedonia constitute the transmission in interstate commerce of threats to injure the property or reputation of Sodexo, communicated with the intent to extort from Sodexo money and other things of value as described herein. Such threats violate 18 U.S.C. § 875(d) and are further evidence of Defendants' reckless disregard of the law generally with regard to the manner in which they have conducted, and continue to conduct, their extortionate Corporate Campaign.

141. Macedonia knew of Defendant SEIU's past extortion tactics and understood Defendant Fishman's threatening comments to mean that he and his union colleagues were preparing to smear the Company publicly, damage its business relationships, and cause it financial and other harm, until it agreed to Fishman's demands. Macedonia reported Defendant Fishman's threats to Sodexo's senior leaders, who interpreted them the same way. Shortly

thereafter, Defendants launched the Clean Up Sodexo Campaign and began to make good on Defendant Fishman's threats.

2. Defendants Make Additional Explicit Extortionate Demands during the Campaign

a. The August 17, 2010 Face-to-Face Meeting in Virginia

142. After Sodexo's initial refusal to capitulate to Defendant Fishman's threats, Defendants unleashed their multi-pronged, all-out attack on Sodexo in the United States and abroad. These attacks are described in detail below. On or about August 17, 2010, well into Defendants' Campaign, Defendants Fishman and Weintraub met with Macedonia and Tom Mackall, Sodexo's Vice President of Employee and Corporate Relations, at the Marriott Crystal City in Arlington, Virginia. Defendants Fishman and Weintraub traveled from New York to Virginia specifically for the purpose of meeting with Macedonia and Mackall.

143. The ostensible purpose of the parties' meeting was to discuss a proposed allocation of the Service Workers United bargaining units that were at issue in Defendant SEIU's battle with UNITE HERE. Defendant Fishman commenced the discussion by informing Mackall and Macedonia that Defendant SEIU and UNITE HERE had agreed upon an allocation of these units and intended that SWU would eventually be dissolved. Defendant SEIU had decided to transfer representation at the Sodexo locations it obtained from SWU to other SEIU locals or Workers United joint boards. Both Sodexo and SEIU knew that to effect a lawful transfer of representative status from SWU to another local, a majority of the employees at each unit would need to support the transfer.

144. To facilitate these transfers, Fishman stated that Defendant SEIU was demanding that Sodexo give up the right to secret-ballot elections at these locations and simply recognize Defendant SEIU's chosen local affiliate as bargaining agent at each such location based on a

card check procedure. When Mackall asked Fishman why Sodexo would do that when it was unwilling to recognize new bargaining units on the basis of signed cards, and had no legal obligation to do so, Fishman replied, "Well, if you don't want to, then we will have a fight. We will go after the clients. That is what we do." Fishman's comments made it crystal clear that Defendant SEIU's intention was to force Sodexo, against its will, to recognize SEIU's chosen locals at the disputed sites, and that it would expand its extortion campaign to include these sites unless Sodexo agreed.

145. Fishman then proceeded to expound upon his blatant threat, stating that their discussion "really implicated the whole picture," a reference to the hundreds of other Sodexo facilities where SEIU did not already represent the Company's employees and that were targeted in the Clean Up Sodexo Campaign. He reiterated the demand he previously made to Macedonia in August of 2009: that Sodexo allow Defendant SEIU to divide the Company arbitrarily into "geo-sectors", and to proceed to unionize the Company geo-sector by geo-sector. Fishman also stated in no uncertain terms that Sodexo would need to comply with the following demands: 1) stand neutral at each and every facility Defendant SEIU unionized under its "geo-sector" approach; 2) give up its right to NLRB-sponsored secret-ballot elections at each facility; and 3) grant Defendant SEIU physical access to Sodexo premises to accost its employees to sign union cards. Defendant SEIU is legally entitled to none of these concessions.

146. When Mackall insisted that Sodexo believed in secret-ballot elections and did not want to be forced into allowing Defendant SEIU to take over the entire Company, Fishman responded: "Elections don't work for us." Mackall then asked Fishman where it left the parties if Sodexo did not concede to their demands. Fishman's clear and unambiguous response: "We will continue to fight." He stated that Defendant SEIU would continue to go after Sodexo

clients, would continue to have students protesting at colleges, and would cause additional disruption of the Company's business operations. He then stated that if Sodexo would just agree to Defendants' demands, things would be "peaceful" instead. Mackall responded that Defendants had attacked many of Sodexo's business interests that were completely unrelated to the Company's employees, such as its approximately \$1 billion contract with the United States Marine Corps, described in detail below. Mackall asked Defendant Fishman why Defendant SEIU would try to cause Sodexo to lose accounts (like Sodexo's Marine Corps account) even where most employees were already represented by unions and were therefore not targeted for representation by Defendant SEIU. Fishman smirked before responding with stunning honesty: **"This is not rocket science. We will apply pressure anywhere we can."**

147. Upon hearing Fishman's brazen demands, Mackall asked why Defendants had chosen to wage a corporate campaign first against Sodexo and not against the Company's competitors, ARAMARK and Compass. Fishman stated that they believed Sodexo was the most likely of the companies to surrender to such a campaign and that he was confident that the other two companies would capitulate once Sodexo acquiesced to Defendants' Campaign.

148. Defendant Weintraub also suggested that the campaign activity of Defendant SEIU's locals was approved in advance by SEIU. It was also revealed that she reported directly to Defendant Tom Woodruff and was responsible for "all of [SEIU's] campaigns," including the Sodexo campaign.

149. As the meeting came to a close, Fishman made yet another comment underscoring that the purpose of their campaign was to obtain Sodexo's capitulation to their demands for money and property. He said, "We campaign as a means to an end. We fight in order to reach 'agreement.' We are not like others who fight for the sake of fighting." Mackall and Macedonia

left the meeting more convinced than ever that Defendants had no intention of discontinuing their extortionate campaign until Sodexo surrendered to Defendant SEIU's demands.

b. The September 22, 2010 Face-to-Face Meeting

150. Although Defendant Fishman's direct and repeated extortionate threats left Sodexo's senior leaders alarmed and discouraged, and Defendants continued to wage their Corporate Campaign assault against Sodexo, the Company agreed to another meeting with Defendants Fishman and Weintraub in the hopes that Mackall and Macedonia somehow could secure a halt to the Campaign. The meeting took place on or about September 22, 2010, at the Capital Hilton in Washington, DC between Fishman and Weintraub, who were present and spoke on behalf of Defendants, and Mackall and Macedonia, who represented the Company.

151. As the meeting commenced, it quickly became apparent to Mackall and Macedonia that Defendants had no intention of backing off from the extortionate demands that Fishman had made in their last meeting. In fact, Fishman actually repeated, and even clarified, his prior demands. Fishman began the meeting by repeating that Defendant SEIU's expectation was that Sodexo would allow SEIU to divide the Company into a series of "geo-sectors" and then allow SEIU to unionize all Company locations in a particular sector. Fishman and Weintraub both stated that they expected Sodexo to allow this process to be repeated across the United States, but that Defendant SEIU's initial priority was to unionize Pennsylvania higher education units, New Jersey K-12 school districts accounts, Ohio higher education units, and Illinois higher education units.

152. Mackall asked Fishman what Defendants would do if some other union attempted to organize Sodexo locations that the Company was expected to deliver to Defendant SEIU.

Fishman responded that Defendant SEIU “would keep them out,” suggesting that once Sodexo surrendered to SEIU’s demands, the Union would protect its “turf” from other competing unions.

153. Fishman then revealed that Defendant SEIU was already planning similar takeovers of Sodexo’s two largest competitors, ARAMARK and Compass. He indicated that ARAMARK was sufficiently battered by Defendant SEIU’s previous campaign against it that it would go along with Defendants’ demands, and that he expected Defendant SEIU to commence a global campaign against Compass. He stated that although Defendants would “have to have a fight” with Compass in order to force it to recognize Defendant SEIU as bargaining agent for the company’s employees, he thought that they “were smart guys” and would “see what is best for them” after they were attacked by Defendants.

154. Mackall then asked Fishman whether Defendants’ Clean Up Sodexo Campaign “was just about a process,” or whether it was “really about new members and growth.” Fishman answered unambiguously that the Campaign against Sodexo was indeed about increasing both union membership and Defendants’ bottom line, and not just about a card-check process. Mackall responded that the only logical conclusion he could draw from Fishman’s answer was that Defendants would not stop attacking Sodexo until Defendant SEIU had gotten all of the new union members it wanted from among Sodexo’s non-union workforce. Fishman confirmed Mackall’s fear, stating that “it’s about how many employees you are willing to unionize and how many we are willing to accept.” In other words, losing was not part of the equation for Defendants. Fishman went on: “We would prefer to reach agreement, but we will fight if we have to.”

155. Mackall responded that Defendant SEIU was not proposing anything other than that Sodexo either give in to Defendants’ threats and demands, or continue to be smeared and

attacked. He demanded to know how Fishman's "proposal" offered anything for Sodexo at all, besides a way to end the Clean Up Sodexo Campaign. Fishman responded that Defendant SEIU could be a "good partner" to Sodexo. When Mackall asked how that could ever be possible, Fishman responded with yet another threat: Defendant SEIU could "help or hurt [Sodexo] with business" depending on whether the Company agreed to Defendants' demands. Mackall then said that even if Sodexo acquiesced, Defendants already had created an "echo chamber" filled with lies, distortions and smears about Sodexo's business practices. He asked how Defendants could ever "un-ring the bell." Fishman confidently answered that "we have been through this many times," and that they would be able to meet with other unions, "put sunshine" on SEIU's new relationship with Sodexo, and "it will go away." Fishman's comments in this regard further illustrate Defendant SEIU's blatant hypocrisy and financial motivation in extorting Sodexo.

156. Mackall responded in frustration that he felt as if Defendants were "holding a gun to [Sodexo's] head." Fishman's response left no doubt as to Defendants' true motive and genuine desire to harm the Company: "I'm not sure how you want me to respond to that, Tom. We are aggressive. We are aggressive about growth. That's what makes us a good union. **And we have that gun, or that sword, or whatever you want to call it. It's the weapon we have and we will use it if we have to.**" Fishman concluded his brazen remarks by informing Mackall that Sodexo would just have to decide what it wants to do.

c. The October 13, 2010 Phone Call

157. In the midst of Defendants' ever-mounting attacks, and well over a year into Defendants' extortion campaign against Sodexo, Macedonia made one last attempt to communicate with Defendant Fishman during a phone call that took place on or about October 13, 2010. Defendant Fishman had called Macedonia earlier to provide more details regarding

Defendants' demands. Macedonia was in Maryland when he placed the call. Upon information and belief, Defendant Fishman received the call in New York.

158. Macedonia sought clarification on a number of Fishman's "proposals," but primarily his intent was to inform Fishman that Sodexo remained unwilling to agree to Defendants' demands. Fishman's response was simple, and blunt: "Then we continue to fight." He further stated that Sodexo should realize that an "agreement" with Defendants would "give Sodexo peace." The parties concluded the phone call without any resolution, with Defendants' extortionate demands still on the table, and with the Clean Up Sodexo Campaign still in action. Defendant Fishman's comments during his phone call with Macedonia constitute the transmission in interstate commerce of threats to injure the property or reputation of Sodexo, communicated with the intent to extort from Sodexo money and other things of value as described herein. Such threats violate 18 U.S.C. § 875(d) and are further evidence of Defendants' reckless disregard of the law with regard to the manner in which they have conducted, and continue to conduct, their extortionate Corporate Campaign.

C. Defendants Publicly Announce the Commencement of the Clean Up Sodexo Campaign

159. Defendants fired one of the first public shots in the Clean Up Sodexo Campaign when, on or about November 22, 2009, Brad Levinson published a blog article on the Clean Up Sodexo website titled "What is 'Clean Up Sodexo?'" The blog contained disparaging and highly negative allegations that Sodexo contributes to the "cycle of poverty" in the United States, denies its workforce access to affordable healthcare coverage, routinely engages in racial and sexual discrimination and harassment, and provides meals that fail to meet basic nutrition standards. The blog also claimed that Clean Up Sodexo serves as "the online voice of the workers at Sodexo," when in fact Clean Up Sodexo was designed by Defendants to serve as a vehicle

through which they could smear, harass, and threaten the Company. (*See Ex. 10.*) On that same date, Levinson also published three “testimonials” from food and hospital service workers represented by Defendant SEIU and/or its affiliated locals. The purpose of these blog postings was to create a misleading comparison between the supposed advantages to union membership enjoyed by the employees featured in the postings and Sodexo’s non-union employees, whom Defendants have described repeatedly in Campaign publications as mistreated by Sodexo.

160. Following this initial publication, Defendants unleashed their multi-faceted Corporate Campaign assault on Sodexo’s business. In planning, developing and executing the Clean Up Sodexo Campaign, Defendants have followed Defendant SEIU’s extortion playbook to the letter.

D. Preparation and Use of Inflammatory and Misleading “Studies” and “Reports” with which to Smear the Company

161. As part of their conspiracy, Defendants published, or caused to be published, a litany of “reports” attacking Sodexo’s safety, financial, and human relations practices. Defendants’ employees prepared most of these reports; in one instance, Defendant Local 32BJ commissioned the Clarion Group to prepare a report titled “Hard to Swallow: Do Private Food Service Contractors Shortchange New Jersey Schools?” which accuses Sodexo of overcharging its New Jersey K-12 clients for certain contract services. (*See Ex. 11.*) Without exception, Defendants’ reports intentionally portray Sodexo in a demeaning and negative light with respect to its various services and business practices.

162. Each report is designed to appear as a scientific or scholarly study and purports to make “findings” about the overall working conditions at Sodexo. However, these “findings” are nothing more than isolated events taken out of context with the intent to mislead the readers into believing that Sodexo is an unsafe and unscrupulous company. The reports have provocative

titles, such as “How Sodexo Contributes to Poverty in the United States,” (*see* Ex. 12), “Profits First, School Kids Last,” (*see* Ex. 13), and “Hardship in the Big Easy: How Sodexo’s practices leave New Orleans Workers in Poverty,” (*see* Ex. 14), and frequently resort to sensational language and descriptions, to create in the reader a sense of alarm, disgust, or disdain towards Sodexo.

163. Consistent with Defendant SEIU’s extortion playbook, Defendants, their agents and surrogates routinely cite to these reports as “independent” evidence of Sodexo’s alleged misbehavior. In a textbook example of bootstrapping, Defendants create the “evidence” against Sodexo and then cite to it in order to demonstrate the credibility of their accusations. Defendants hope that the individuals or organizations to whom they direct their “research reports” do not realize that they are not the product of unbiased analysis or generally accepted research methodologies.

164. Defendants published and publicly distributed these reports in furtherance of Defendants’ threat to “come after Sodexo,” as Defendant Fishman warned Macedonia in August 2009. Tellingly, Defendants’ pre-Campaign publications regarding employers in Sodexo’s industry did not target or malign Sodexo in any way; it was only after Macedonia refused to accede to Defendants’ demands, as conveyed by Defendant Fishman, that Defendants inundated Sodexo’s customers, prospective customers, government officials, and the public at large with these highly disparaging reports aimed solely at Sodexo.

165. For example, on or about October 20, 2009, Defendant SEIU’s front group, Campaign for Quality Services, released a report called “Can you Count on your Contractor? How Sodexo’s Troubled Record Leaves School Districts Footing the Bill.” (*See* Ex. 15.) The report describes a handful of isolated incidents occurring in Sodexo facilities scattered

throughout the United States over a three-to-four year period. Without statistics or other evidentiary basis for doing so, the report then claims that these isolated incidents are indicative of Company-wide, endemic problems. The alleged deficiencies described in the report have nothing to do with unionizing employees or with employee-related issues such as wages, hours, and benefits, but instead relate to alleged budget deficits, food safety, and school maintenance. The report draws a global conclusion of “poor performance” in the area of school safety, but cites to only two specific allegations of food quality issues, two specific allegations of maintenance problems, and two specific allegations of mishandled security checks over a four year period from among the hundreds of schools actually serviced by Sodexo.

166. Another prime example of Defendants’ malicious report-writing style is “Profits First, School Kids Last.” (See Ex. 13.) Despite its misleading title, the report has nothing to do with “school kids” and is at best tangentially related to school district costs associated with Sodexo contracts. The report is sprinkled with random vitriol, such as the misleading allegation that: “In 2008, at one elementary school, black plastic was found in a *Sodexo-provided* drink carton.” (*Id.*)(emphasis added.) The report conveniently omits the fact that Sodexo does not manufacture such items and therefore that any contamination of a sealed product such as a drink carton necessarily originated with its manufacturer, not Sodexo. The report also offers questionable statistics regarding Sodexo’s pay and benefits, misrepresenting the average income earned by Sodexo’s workforce as “far below the poverty line.”

167. Despite its many platitudes regarding the need to keep school children safe and to help lift school workers up out of poverty through responsible contracting, “Profits First, School Kids Last” concludes with an aggressive and accusatory recommendation to school board officials that betrays Defendants’ true motive in releasing the report: “It is not easy being an

educational leader when economic times are tough. The decisions school leaders must make are extraordinarily difficult. But if you closely examine all the costs associated with your school's relationship with Sodexo and you identify areas where there can be cuts, the decision will be easy. Either you choose Sodexo profits or children's welfare." (*Id.* at p. 18)(emphasis added.)

168. Defendants have also directed one of their favorite Corporate Campaign allegations--that the targeted employer is "racist"--at Sodexo. On or about April 27, 2010, Defendant SEIU published "Missing the Mark: Revisiting Sodexo's Record on Diversity." (*See* Ex. 16.) The report cites selectively to statistics in Sodexo's annual SEC filings to support a conclusion that the proportion of minorities and females holding Company management positions has not improved between 2004 and 2009, while intentionally omitting any reference to the fact that the proportion of African-Americans in senior management positions at Sodexo increased by 27% between 2006 and 2009, or that the overall ratio of minority employees increased by 27% during the same period. The omission is noteworthy because senior-level management positions were the focus of the referenced lawsuit.

169. As these examples demonstrate, Defendants' reports were written not to raise issues of genuine concern to those employees on whose behalf Defendants purport to advocate, but to facilitate Defendants' collective desire to portray Sodexo as a disreputable human rights violator that is riddled with financial, safety, and other problems. In fact, a majority of the issues raised in these reports have nothing to do with Defendants' purported goal of obtaining better working conditions for Sodexo employees, but instead relate to alleged budget deficits, food safety, health and welfare of school children, and school maintenance shortfalls.

170. Defendants used their reports to increase the pressure applied to Sodexo by re-publishing them nationwide by various means and through various media outlets. Not only did

Defendants distribute these reports to specific Sodexo's customers, such as school superintendents and administrators in districts with whom Sodexo has food service contracts, but they also circulated them to a wider and more global audience. For instance, Defendants circulated one report at the National School Board Association Conference. They also widely publicized another report via "robocalls" to all households in a particular school district and falsely represented the caller as a "concerned parent and taxpayer." Defendants also publicized and posted the reports on various Defendant-controlled and third-party websites, in the press, and on social networking sites such as Facebook and Twitter. (*See Exs. 17-23.*)

171. In another instance, on or about June 3, 2010, Defendant Weintraub sent an email to Dorothy Marstaller, an Administrator at Connally Independent School District in Waco, Texas, with whom Sodexo has a food services contract. (*See Ex. 24.*) Defendant SEIU has no business whatsoever with the Connally Independent School District. The re: line of Weintraub's email was entitled "Is your food service provider eating into your budget?" The email included a web link to "Profits First, School Kids Last," as well as the malicious claim that Sodexo's "business model" consisted of "low-wage jobs that depress the tax base . . . force workers to rely on different forms of public assistance and charity to meet basic housing, nutritional, and healthcare needs . . . and actually end up costing communities money." Upon information and belief, Defendants have sent similar emails and links to their disparaging anti-Sodexo reports to dozens of other school districts around the country.

172. As the Campaign has continued, some of Defendants' reports have been re-published by unwitting third parties. For example, in or around October 2010, Defendant SEIU published a report called "Out Loud: Sodexo Workers From Seven Countries Speak Out on Human Rights." (*See Ex. 25.*) The report makes a number of sensational accusations, including

that Sodexo's parent company forced female job applicants in Colombia to take pregnancy tests and fed employees rancid food, required hourly employees in Guinea to eat in separate, sub-standard facilities, and failed to provide workers in the Dominican Republic with basic safety equipment and training, which resulted in preventable injuries. The report also directly accuses Sodexo of paying "poverty wages" in the United States.

173. Not long after the release of this report, on or about January 19, 2011, TransAfrica Forum ("TransAfrica") released its own report regarding Sodexo called "Voices for Change: Sodexo Workers From Five Countries Speak Out." (*See Ex. 26.*) The report is strikingly similar to Defendant SEIU's "Out Loud" report and indeed lists Kate Thomas, an SEIU employee and frequent contributor to the Clean Up Sodexo blog, as an "investigative journalist" whose "independent research" helped contribute to the report. Upon information and belief, TransAfrica was urged to adopt the conclusions in Defendant SEIU's "Out Loud" report in its "Voices for Change" report by Defendant Raynor, who is a member of TransAfrica's Board of Directors, and/or actor and social activist Danny Glover, a participant in Defendants' direct attack on Sodexo's corporate headquarters described below, who is the Chair of TransAfrica's Board of Directors.

174. "Voices for Change" and the events surrounding its release received substantial media attention, including a feature in the Sunday, January 24, 2011 edition of the Washington Post. (*See Ex. 27.*) Defendant SEIU also issued a misleading press release disguising Defendants' role in the report's preparation and distribution. (*See Ex. 28.*)

E. Direct Attacks on Sodexo's Business Relationships

175. Consistent with the teachings of Defendant SEIU's Contract Campaign Manual, Defendants have also sought to further their extortionate scheme by repeatedly interfering with Sodexo's business relationships. The goal of this activity is clear: undermine Sodexo's business

relationships with its customers and cause them to terminate existing, or decline to enter into new, business relationships with Sodexo, thus eventually causing the Company to give in to Defendants' demands in order to avoid further financial damage.

1. Colleges and Universities

176. Sodexo's Campus Services business unit currently provides dining services to over 600 colleges and universities across the United States. Because university campuses are fertile ground for a variety of student-driven social movements, Sodexo's business relationships with its university clients are a perfect target for Defendants. In order to create pressure on Sodexo, Defendants have collaborated with student groups such as United Students Against Sweatshops ("USAS") to generate a number of major attacks not only against Sodexo itself, but also against the college and university administrators with whom Sodexo does business.

a. George Mason University

177. George Mason University ("GMU"), in Fairfax, Virginia, is one of the hubs of Defendants' Corporate Campaign against Sodexo. Defendants have launched a substantial effort aimed at forcing GMU to fire Sodexo as its food services contractor. Defendants' hope that their activities at GMU will create a groundswell that will overflow onto other university campuses and communities. For instance, union supporters have been wearing insignia bearing the phrase "GMU First, We're Next" at other colleges and universities where Sodexo has accounts. Defendants' actions at GMU have followed precisely the guidelines set out in Defendant SEIU's Contract Campaign Manual. They have created "newsworthy events," used the news media to publicize their activities and disparaging allegations, pressured individual managers and executives, threatened Sodexo's relationships with its customers, and utilized third parties such as students, politicians and employees, to disguise Defendants' role in their Campaign attacks.

178. Defendants instigated numerous and widely publicized events at GMU in furtherance of their Corporate Campaign. For instance, on separate occasions in April and September 2010, Defendants orchestrated mass disruptions, protests, and marches on GMU's campus. These activities were designed to appear as if they were conceived and carried out by disgruntled Sodexo employees when, in fact, Defendant Local 32BJ planned and executed the events. Defendants attempted to enhance the damage that their attacks would cause Sodexo by falsely telling Sodexo employees that Sodexo was closed during the protests and informing students that the cafeteria was closed. These events caused closures all over GMU's campus, and many of the dining facilities that remained open were understaffed.

179. Defendants publicized each of these "newsworthy events" widely in various media outlets such as the Washington Business Journal and the Fairfax Times, and The Washington Post, Connect2Mason, and Social Worker websites, and further bragged about their accomplishments by distributing flyers throughout GMU's campus, and posting articles and statements on Defendants SEIU, Local 32BJ, and Clean Up Sodexo websites and on Local 32BJ's Twitter page. (*See, e.g.*, Exs. 29-36.) In these articles and public statements, Defendants intentionally concealed not only their involvement in the events but also their identity as the source of the disparaging allegations. Defendants also filmed, or caused to be filmed, these events and posted, or caused to be posted, such films on publicly accessible websites such as YouTube and Connect2Mason.

180. Defendants also engaged in deceptive practices to garner the assistance of the GMU community at large. For instance, on or about April 26, 2010, SEIU employee Amaya Henry sent a mass email to GMU students and SEIU supporters urging them to write letters to the student print and on-line newspapers, the student government, the GMU president, and

Sodexo to communicate their support for workers' rights to organize. (*See Ex. 37.*) Ms. Henry misrepresented herself to the Student Senate as a GMU student in an attempt to get members of the Student Senate to attend a SEIU-sponsored meeting and in an attempt for Ms. Henry to gain access to a Student Senate meeting.

181. Defendants also targeted influential members and organizations within the GMU community in an attempt to disrupt and damage Sodexo's contractual relationship with GMU. For example, Defendants caused to be written a letter purportedly from GMU students to University President Alan G. Merten, demanding that GMU terminate its contact with Sodexo immediately. (*See Ex. 38.*) Shortly after receiving this letter, GMU announced that it would engage an outside consultant to conduct an independent investigation into the students' allegations against Sodexo's. Defendants then caused to be published statements announcing GMU's investigation into the "students'" allegations.

182. Defendants and their agents also personally targeted President Merten by harassing his neighbors for several hours with disparaging statements about Sodexo and President Merten, and distributing hundreds of flyers repeating these same disparaging remarks. This event, labeled by Defendants as "Reverse Trick-or-Treating," culminated in Defendants and their entourage taking their demonstration to President Merten's home where they harassed President Merten and his family until the GMU police arrived. Defendants then caused an article to be published about the above events on their GMU Students For Workers Rights website. (*See Ex. 39.*)

183. More recently, Defendants intensified their attack on Sodexo's relationship with GMU by commissioning a Clarion Group study that accused Sodexo of overcharging George Mason University by \$620,000. (*See Ex. 40.*) Defendants sent the report under cover of a letter

dated December 14, 2010, to members of Virginia's Governor's Commission on Higher Education Reform, Innovation and Investment, and to members of GMU's Board of Visitors. (*Id.*) Defendants then publicized their "findings" by causing articles to be published by media outlets such as the Richmond Times-Dispatch. (*See* Ex. 41.) Predictably, Defendants' disparaging claims about Sodexo proved to be meritless. Sodexo performed a thorough review of insurance and benefits charges relating to the Company's contract with GMU, and concluded that all charges to GMU were fully compliant with Sodexo's contract with GMU.

b. "Kick Out Sodexo"

184. USAS has served as one of Defendants' primary allies in the higher education phase of the Corporate Campaign. With Defendants' assistance and/or guidance, USAS began an initiative called "Kick Out Sodexo" in 2009 after students "discovered" "employer abuse by the multinational corporate giant, Sodexo." (*See* www.kickoutsodexo.usas.org/about.) However, this initiative was instigated and continues to be influenced by Defendants, as the students' perception of Sodexo is shaped by the one-sided and misleading information they receive from Defendants. Defendants have not made these students aware of Defendant SEIU's power play with regard to UNITE HERE or of their true financial and strategic motives in attacking Sodexo.

185. While the students who carry out USAS' ground attacks likely do so based on the perception that they are working to achieve social justice, the USAS entity has additional incentive for supporting Defendants' campaign and following their instructions. Since 2007, Defendants SEIU and CtW collectively have contributed at least \$55,000 to USAS, presumably to obtain its assistance in carrying out campaigns such as the Clean Up Sodexo Campaign.

186. To help further Defendants' extortionate scheme, USAS created a website called "Kick Out Sodexo," which is dedicated to disseminating highly disparaging allegations about Sodexo in furtherance of USAS' goal to undermine Sodexo's contractual relations on university campuses across the nation. (*See* www.kickoutsodexo.usas.org.) The Kick Out Sodexo website provides an additional mouthpiece for Defendants to level extortionate threats disguised as statements of concerned students. For example, the website states, "We know our universities can put incredible pressure on Sodexo as major clients of the company, so we're organizing with our fellow students to call on university presidents and chancellors to stop doing business with Sodexo immediately . . . It's time for our universities to take responsibility and kick out Sodexo!" (*Id.*)

187. USAS has also accused Sodexo on its website of being a "serial worker rights abuser" and paying its employees "poverty wages" and denying them "access to healthcare." (*See* www.kickoutsodexo.usas.org/about.) USAS has established a Facebook page on which it frequently posts updates regarding its anti-Sodexo attacks and other Clean Up Sodexo events. (*See* www.facebook.com/KickOutSodexo.)

188. The website also provides students with a "step-by-step guide to kicking Sodexo out at your school." (*See* Ex. 42.) The guide encourages students to "step up the heat" by backing up their written demands with action including "engaging in civil disobedience to kick out Sodexo." The guide also encourages students to deliver a form letter to their university president or chancellor demanding that they immediately terminate the university's business relationship with Sodexo. (*See* Ex. 43.)

189. USAS has been active throughout the Campaign and has organized coordinated harassment of Sodexo's higher education clients. For example, on or about October 21, 2010,

USAS announced that “14 student organizations” were urging their university presidents to “stop poverty and intimidation for campus workers.” Doing Defendants’ dirty work for them, the student delegations attempted to pressure their campus administrators to terminate their contracts with Sodexo. A press release published on USAS’ website noted that the student delegations were delivering an identical letter to each of their university presidents, who USAS claimed “are choosing to allow campus workers to live in the shadows of poverty and intimidation, instead of heeding students’ calls to kick out Sodexo.” (*See Ex. 44.*) The letter was signed by student groups at the following colleges and universities: George Mason University, College of Williams & Mary, Ohio State University, Emory University, Tulane University, Georgia Institute of Technology, Western Washington University, University of Washington, Ithaca College, Northeastern University, University of Maryland, University of Chicago, Cornell University, and Rutgers University. Defendants publicized USAS’ efforts on the Clean Up Sodexo website in a blog article written by Ashley Wood and posted on or about October 29, 2010. (*See Ex. 45.*)

190. In addition, on or about January 21, 2011, at the urging of Defendants, USAS disrupted a National Food Service Conference meeting that was taking place at the University of Washington (“UW”), a Sodexo client. The conference was attended by UW and Sodexo officials, as well as other Sodexo clients. The protesters repeatedly demanded that UW terminate its contract with Sodexo. Ultimately, campus police had to be called to remove the protesters from the site of the conference. USAS uploaded local media coverage of its protest on its Kick Out Sodexo Facebook page. (*See www.facebook.com/KickOutSodexo*)

191. USAS’ Kick Out Sodexo initiative is fabricated to appear as if it is an independent movement of socially conscious students, when in fact it has been orchestrated and set in motion by Defendants. Through Kick Out Sodexo, Defendants have used USAS’ student supporters as

unwitting pawns in precisely the manner Defendant SEIU's Contract Campaign Manual suggests students can be manipulated to help "pressure the employer." Kick Out Sodexo also allows Defendants to conceal the full extent of their involvement in their campus actions and outright threats to Sodexo's business relationships that have occurred in furtherance of Defendants' Corporate Campaign.

c. Other College and University Activities

192. *Spring 2010 Disruptions and Protests.* As part of their targeting Sodexo's university accounts, Defendants orchestrated, sponsored, and caused to take place many more disruptions and protests on dozens of college campuses throughout the country during the spring of 2010. The majority of these demonstrations were carried out by the Local Union Defendants and occurred simultaneously in an effort for Defendants to deliver as effective and deafening a threat as possible while maximizing the damage caused to Sodexo. These protests were likewise designed to appear as if they were conceived and carried out by disgruntled Sodexo workers and college students, when in fact they were planned and executed by Defendants. These activities took place at locations such as Ohio State University (a demonstration in which Defendant Mary Kay Henry participated), Loyola University, Northwestern University, Whittier College, Rensselaer Polytechnic Institute, Clark University, Emory University, Tulane University, Dillard University, Muhlenberg College, Lehigh University, Lafayette College, University of Denver, University of Lethbridge, Merrimack College, Anna Maria College, Georgia State, Clark-Atlanta University, Morehouse College, Georgia Tech, and Denison University. Besides staging substantial protests on these campuses, Defendants further interfered with Sodexo's business by falsely telling workers that Sodexo was closed for business during the protests, causing Sodexo workers on several campuses not to show up to work. Defendants then publicized these attacks

on the Clean Up Sodexo website and through other media outlets, in order to ensure that Sodexo knew it was Defendants that had attacked the Company. (*See, e.g.*, Exs. 46-48)

193. In addition, during the rally at Ohio State University, which took place on or about April 15, 2010, a number of demonstrators, including agents and or employees of Defendant Local 1, intentionally broke the law by sitting in the middle of North High Street in Columbus, Ohio, and impeding traffic. When these demonstrators intentionally ignored the orders of the Columbus police, they were arrested for disorderly conduct. (*See* Ex. 49; YouTube video available at <http://www.youtube.com/watch?v=AMTscIXpEzM>). That same day, protesters also were arrested during a demonstration staged by Defendant Local 615 at Clark University in Massachusetts. (*See* Ex. 50.)

194. During this time, Defendants and their agents also sent or caused to be sent letters to University Presidents purportedly authored by students demanding that their respective schools terminate their contract with Sodexo. Upon information and belief, some or all of the language of these letters was prepared in advance by Defendants. Defendants then published, or caused to be published, these “student” letters on a number of internet sites. Such letters were delivered to Presidents at George Mason University, College of William and Mary, Tulane University, Clark University, Ohio State University, Emory University, Tulane University, Georgia Institute of Technology, Western Washington University, University of Washington, Ithaca College, Northeastern University, University of Maryland, University of Chicago, Cornell University, and Rutgers University. Defendants then publicized the sending of these letters on various media outlets such as Defendants’ GMU Students for Workers Rights, Clark-Unite, and Clean Up Sodexo websites, and third-party sites such as Connect2Mason and the Louisiana Weekly.

195. ***SEIU Summer Brigade.*** During the summer of 2010, Defendants orchestrated a series of events directed at Sodexo's college and university clients. Defendant SEIU called this the "SEIU Summer Brigade." A Workers World article written by Roger Sikes, a graduate student and a collaborator with Defendants, and published on or about September 6, 2010, described the purpose of Defendant SEIU's "Summer Brigade" activities as "a summer-long program aimed at pressuring food service giant Sodexo to agree to a global card check agreement." (See Ex. 51.) Sikes also noted that Defendant Workers United, along with its surrogates, "descended" upon Atlanta in or around the week of August 9, 2010, to stage a series of protests at local colleges and universities designed to achieve that end. Betraying the true goal of Defendants' Corporate Campaign, Sikes further noted that the campaign was designed to "facilitate[] cross-campus and cross-state coordination, because pressure applied to any of Sodexo's sites will impact a national or international bargaining agreement . . . Students have leverage in this situation because it is the universities that hold the contracts with Sodexo . . . [I]t does not bode well for . . . Sodexo if students reject the current exploitative working conditions of subcontractors like Sodexo . . . If Sodexo is not willing to comply, then a different subcontractor will be brought in with restructured labor standards." (*Id.*)

196. The kick-off event of the ten-week summer program was a training session in Washington, DC for students, employees and union organizers, during which Defendant SEIU provided training on how to harass Sodexo and interfere with its relations with higher education clients. (See Ex. 52.) Upon information and belief, the students that participated in Defendant SEIU's Summer Brigade were compensated by Defendants for their aiding the Campaign.

197. ***Extortionate Threats Transmitted through Sodexo's Own Employee.*** Having created a cacophony of disruption at Sodexo's college accounts across the United States over the

spring and summer months of 2010, Defendants then sought to level additional extortionate threats through the Company's employees themselves, another tactic directly out of Defendant SEIU's Contract Campaign Manual. On or about September 19, 2010, Tom Suber, who works for Sodexo on its Ohio State University account, approached the Company's area managers, Molly Kurth and Marvin Phillips, during an Ohio State football game. According to Ms. Kurth, Mr. Suber stated that "Sodexo[']s dragging their feet is costing them millions and that he knows that the attorney generals in Ohio, Michigan, and Illinois will be investigating Sodexo." He also told them "there will be 21 demonstrations across the country in the month of October [2010], all of which are unnecessary if Sodexo would just settle with the union." Defendants had communicated to Mr. Suber their threats to harass, smear, and harm Sodexo until Sodexo capitulated to their demands, with the intent that he would relay their extortionate message back to Company officials.

198. ***Fall 2010 Coordinated "Strikes."*** Mr. Suber's prediction quickly came true. In or around October 2010, Defendants staged a series of disruptive protests at Sodexo locations around the United States. Defendants portrayed these actions as a cumulative effort on the part of Sodexo employees to demand better treatment, when in fact some or all of these events were orchestrated and carried out by Defendants and their agents to cause Sodexo further harm. Defendants bragged on the Clean Up Sodexo website that their efforts had resulted in near-simultaneous disruptions at the following locations in or around the first week of October 2010: Clark University, Crew and Ohio Stadiums in Columbus, OH, Lehigh Valley Hospitals, including Cedar Crest, Good Shepherd and Sacred Heart, Highland Park Public Schools, Morehouse College, Tulane University, and Whittier College. In a blog article publicizing these

events, Defendants made the baseless claim that Sodexo has a “practice of paying workers as little as they can get away with in order to increase profits.” (*See Ex. 53.*)

199. ***Additional Arrests.*** Defendants also coordinated and carried out further illegal activities around college campuses. On or about November 22, 2010, Defendant Local 1 staged a protest at Ohio State University that resulted in the arrest of 25 demonstrators on charges of criminal trespass. The demonstrators were arrested for blocking access inside a campus student union. In keeping with Defendant SEIU’s Contract Campaign Manual’s suggestion to make pressure tactics appear to originate with the employees themselves, Defendant Local 1 convinced a small number of Sodexo employees to participate in the protest and to be arrested. Prior to the demonstration, Defendant Local 1 instructed those employees to call Sodexo’s local managers from jail after they were arrested in order to generate additional pressure on the Company. At least one employee followed Defendant Local 1’s instructions. At approximately 9:40 p.m. that evening, Chris North, Sodexo’s Ohio State Concessions Manager, received a call from Gary Snell, a Company employee who had been arrested during the protest earlier that evening. Snell told North that he was in jail and wanted to know when Sodexo would “recognize the union.” North asked Snell why he would call from jail to ask this question. Snell responded only that he had been told to call North’s phone number and ask that question.

200. Other agents of Defendants also made harassing phone calls to Sodexo managers following these arrests. General Manager Dan Phillips received a phone call at approximately 12:49 a.m. on November 23, 2010, from a person named Hayden Shortman, who stated that he was calling from Franklin County Jail “on behalf of Sodexo workers” and that they would not “stop fighting” until Sodexo employees had a union. Mid-Atlantic District Manager Paul Laky received a call at approximately 12:53 a.m. from a person who called himself “Zack” and who

claimed to be in jail “as part of a solidarity movement with Sodexo employees at Ohio State.” “Zack” stated that the protest was carried out to “prove” that working conditions at Ohio State are “atrocious,” that other protestors were “reserving one phone call in jail” for Laky, and that they will “do everything it takes to win this campaign.”

201. ***Direct Harassment of Clients.*** Defendants have also directly contacted Sodexo’s higher education clients and attempted to cause them to sever their business relationships with the Company. For example, on or about November 3, 2010, Gabe Morgan, Defendant Local 32BJ’s Western Pennsylvania Area Leader, sent a form letter to the members of Lehigh University’s Board of Trustees addressing Lehigh’s food services contract with Sodexo. Morgan’s letter claimed that Sodexo “has a questionable track record with clients, employees, and students on college campuses across the country” and attached almost 100 pages of “information” regarding Sodexo’s “irresponsible practices” that “may be of interest” to the University. (*See Ex. 54.*) Predictably, the vast majority of materials enclosed with Morgan’s letter were press clippings and other coverage of Defendants’ own attacks and smears against Sodexo. Defendants mailed identical letters and materials to other Sodexo university clients, including, but not limited to, Neumann College in Aston, Pennsylvania. (*See Ex. 55.*)

202. ***Other College Activities.*** Defendants’ other unlawful activities at various colleges and universities targeted by Defendants during the Clean Up Sodexo Campaign have caused Sodexo, its employees, and their families considerable alarm.

(a) Defendants singled out five Sodexo managers working at Loyola and Tulane Universities by shamelessly posting their personal photographs on “WANTED” posters, which claimed that these individuals were being sought for “violating workers’ human rights.” (*See Ex. 56.*) Defendants superimposed cowboy hats, bandanas and mustaches over the

managers' photographs to make them resemble "outlaws" and included an allegation in the posters that Sodexo "has allowed its managers to run food services at Loyola and Tulane Universities like the wild west." As directed by Defendant SEIU's Contract Campaign Manual, Defendants specifically targeted these Sodexo managers with the intent to personally "embarrass them in front of their superiors, associates, families, neighbors or friends in the community." (See Ex. 8 at p 3-27.) These posters also published the personal phone number of Sodexo's New Orleans District Manager and encouraged readers to call and harass him personally. Defendants circulated their demeaning "WANTED" posters around the Loyola and Tulane campuses. In at least one case, agents of Defendants tried to convince students to accept the posters by telling them that they were course registration materials.

(b) On or about November 10, 2010, Stu Gerhardt, a Sodexo employee who manages Sodexo's contract with Clark University, received an anonymous email from an individual who identified himself as "the concerned husband of one of your valued employees." (See Ex. 57.) The sender attached an anti-Sodexo flier being passed out on campus by Defendant Local 615. He also informed Gerhardt that Defendants had sent Clark University students to his home "and the homes of other Sodexo employees," posing as Sodexo Human Resources representatives, in an effort to gain entry to their homes and "pull in support." He also stated that "vandals" he suspected to be connected with Defendants "struck off campus," and worried that Defendants were preparing an attack on his home: "What kind of attacks are possibly to come upon our homes?" Clearly frightened that he and/or his wife might suffer repercussions at Defendants' hands, the sender pleaded with Gerhardt to keep his complaint confidential and suggested that his wife already had been threatened by Defendants: "My wife has taken it on the chin once and it concerns me that this may not be the end of it. Also, that these types of strong

arm tactics my [sic] spill over to our home at some point.” The sender concluded with the ominous prediction that Defendants would “make good” on their threats.

(c) On or about April 16, 2010, unidentified individuals believed to be agents of Defendants vandalized the personal vehicle of Sodexo manager Joe Mitchell. The vandalism occurred during a peak of activity at Emory University, where Mr. Mitchell is a Resident District Manager. The vandals wrote the word “Stop” across the back window of Mitchell’s car and pelted it with eggs and Jell-O. Mitchell lives in a community of nineteen homes, and the vandals had to pass by sixteen of them to reach Mitchell’s home. No other car in his community was touched that evening.

(d) On or about November 9, 2010, Jeff Scott, Sodexo’s Area General Manager of Campus Services for Sodexo’s food service contract at Ithaca College in Ithaca, NY, received a threatening e-mail from an anonymous sender identified only as “whizzleblowwer23.” The e-mail leveled a number of personal threats at Mr. Scott, including the following: “You don’t know me, but I know you . . . I will be in touch from time to time, to keep you on your toes, and to report yours and their crime . . . There is more to come, more wrongs to correct . . . These words may not make too much sense today, but in due time they will, with the things I will say.” The author then implicitly threatened to [falsely] accuse him of engaging in criminal activity: “Do you want to test the info that I know? If so, please keep doing the things that are wrong, like personal use of the company credit card . . . There is more to come, and I can email the president [of Ithaca], I wonder whose reputation I will dent? Shall we see, and continue to dance? And watch you fly by the seat of your pants?” The sender also implicitly threatened to level more allegations against Mr. Scott when he least expected it in the future: “I will be back, but when? Or where? What more info will I be willing to share?” (*See* Ex. 58.) Upon

information and belief, these direct extortionate threats against a Sodexo manager were sent by Defendants and/or Defendants' agents in order to further their scheme.

2. K-12 School Districts

203. Sodexo's School Services business unit manages foodservice and student well-being activities for more than 470 school districts throughout the United States. Defendants have engaged in a myriad of conduct designed to interfere with these local school services contracts. Defendants have created and repeatedly published disparaging, misleading studies and alarming reports about Sodexo's school district services. Defendants have also orchestrated protests directed at Sodexo's K-12 business partners, including three New Jersey school districts: Highland Park, Long Branch, and Pittsgrove. Defendants then publicized these events widely. (*See Exs. 59-62.*)

204. Defendants also have engaged in deceptive, and sometimes illegal acts, in their effort to disrupt Sodexo's K-12 business relationships. For example, in or around April 2010, at several Chicago-area elementary schools, organizers working for Defendants SEIU and/or Local 1 trespassed on school grounds by misrepresenting themselves to school officials as being "from Sodexo" in order to bypass security and gain access to Sodexo employees. These individuals attempted to obtain personal information from employees and succeeded in getting such information from at least one employee before their identities were discovered and they were removed from school premises. These actions were illegal under Illinois law regarding trespass on common school lands. (*See 105 ILCS 5/15-5.*) Furthermore, in or around July 2010, agents of Defendants SEIU and Local 32BJ visited Sodexo employees at their homes in Asbury Park and Manchester Township, New Jersey. Claiming to be representatives of "Sodexo," these

agents provided Sodexo employees with information about Defendant SEIU and made it appear that they, as “Sodexo representatives,” were endorsing the union.

205. Defendants made many other direct attempts to cause Sodexo’s K-12 clients to sever their relationships with Sodexo. For example, on or about November 23, 2010, Defendant Local 615 attempted to interfere with Sodexo’s contract with Fitchburg Public Schools, in Fitchburg, MA. On that date, Adriana Fieldman mailed a letter to the Superintendent of Fitchburg Public Schools requesting a meeting to share Defendant Local 615’s “concerns about the potential misuse of millions of dollars in federal school meal program funding.” Fieldman’s letter leveled a variety of disparaging allegations regarding Sodexo’s alleged violations of contracts in other states. Claiming to have a “longstanding interest and focus on the financial accountability and transparency of employers,” Fieldman expressed hope that Fitchburg Public Schools would “consider launching a thorough investigation of Sodexo’s school food service contracts in this state.” (*See Ex. 63.*) Defendants’ purpose in requesting this investigation was not to address a genuine concern for the misuse of public funds in Massachusetts, but instead was yet another effort to cause Sodexo to lose business and to suffer additional financial injury.

206. Defendant SEIU’s front group Campaign for Quality Services has also attempted to disrupt Sodexo’s K-12 business relationships. Throughout the fall of 2010, agents of Campaign for Quality Services attended a series of educational conferences, such as the National Association of Black School Educators Conference and the New Jersey Parent Teachers Association Conference. Although Campaign for Quality Services’ purported presence at these events was to share information regarding food quality and “ethically-contracted” meals at U.S. elementary and middle schools, in reality its mission was to further smear Sodexo to conference participants. Agents of Campaign for Quality Services set up informational booths at each such

conference and distributed disparaging and negative information about Sodexo, including but not limited to the many sensational and misleading reports described throughout this Complaint.

207. Defendants have also circulated some of their smear reports to Sodexo's K-12 clients in a way that attempts to minimize Defendant SEIU's direct involvement and/or self-interests. For example, Campaign for Quality Services prepared and released a report called "High Cost of Backroom Deals: How Secret Agreements with Sodexo's Suppliers May be Bad for Clients," which accuses Sodexo of "cheat[ing]" clients out of lower prices on products and services and of using "hidden incentives" to create conflicts of interest in its contract managers. On or about January 12, 2011, Marakah Mancini, Campaign for Quality Services' Director, sent copies of the report to a number of Sodexo's K-12 clients, at least including, but not limited to, the Guam Public School System. (*See* Ex. 64.)

3. Hospitals

208. Sodexo also provides food and property services at hundreds of hospitals and hospital systems throughout the United States. As with Sodexo's higher education and K-12 clients, the Company's hospital clients have been targeted in Defendants' extortionate Campaign.

a. City of Los Angeles Contract

209. Sodexo is currently in the bidding process for renewing a dietary services contract and entering a new environmental services contract with the Los Angeles County Department of Health Services. The Company's dietary services contract with LA County is worth \$2.1 million in revenue annually, and the potential environmental services contract is estimated to be worth \$5 to \$10 million in annual revenue.

210. During the evaluation of the bids for the contracts, members of Defendant USWW deliberately and unlawfully interfered with the process by attempting to influence

members of the Los Angeles County Board of Supervisors (“Board”) to reject Sodexo’s bid. Specifically, on or about August 10, 2010, David Huerta, Vice-President of Defendant USWW, sent a letter to Kathy Hanks, the County’s Director of Contracting, and to members of the Board. (See Ex. 65.) Huerta’s letter referenced the County’s bid proposals for housekeeping services and promoted two potential bidders as more suitable candidates than Sodexo. Both were companies whose employees are represented by SEIU locals, including Local 1877.

211. On that same date, Andrew Gross Gaitan, Multi-Services Director for Defendant USWW, distributed another letter and materials to Hanks and to members of the Board. (See Ex. 66.) Gaitan’s letter directly attacked Sodexo’s qualifications to serve as a county contractor and included several sensational and highly misleading allegations. For instance, the letter alleged that a 2007 county health inspection revealed “brown fluids and smears on patient room walls, door handles and the floors of areas operated by Sodexo” at the Citrus Valley Medical Center, a facility serviced by Sodexo. Not only has the Citrus Valley Medical Center been one of the cleanest hospitals in Los Angeles County under its contract with Sodexo, but this alleged 2007 incident preceded the Company’s involvement with the facility. Despite knowing this, Defendant USWW intentionally blamed Sodexo for this incident, in order to generate a sense of disgust and lack of confidence towards Sodexo among the Board of Supervisors.

212. Gaitan’s salvo of smears did not end there. His letter also claimed that health inspectors “found an infestation of gnats and flies in the food preparation and food serving area managed by Sodexo” at the Hollywood Presbyterian Medical Center, another facility for whom Sodexo provides food services. Gaitan attempted to link this alleged “infestation” with a prior finding that “poor pest control presented a danger of maggot formation” and that the hospital was ultimately cited after patients were found with “maggots in their wounds.” In the course of

painting this grotesque picture, Gaitan deliberately ignored these facts: the hospital, not Sodexo, was cited for the alleged pest control problem; “pest control,” especially in and around the patient areas, is not Sodexo’s responsibility; and there has never been any incident of food-borne illness under Sodexo’s food services contract with Hollywood Presbyterian. Gaitan’s sensational accusations were intended to alarm the Board and to influence negatively its decision relating to Sodexo’s contract bid. The materials enclosed with Gaitan’s letter also included misleading allegations that Sodexo’s supposed lack of health care benefits would cost the County of Los Angeles taxpayers \$1.1 million annually.

213. Gaitan’s and Huerta’s correspondence with the Board of Supervisors was expressly illegal and violated Los Angeles County Code Chapter 2.160. On or about August 16, 2010, William T. Fujioka, Chief Executive Officer of the Board of Supervisors, wrote to Huerta. Fujioka admonished Huerta that the County has a “clear policy and rules against any entity from interfering with a bid process as well as laws concerning the lobbying of County officials.” (*See* Ex. 67.) He also advised Huerta that Defendants’ “activities to influence the Board Offices and officials at the Department of Health Services during the solicitation process is not allowed and is inappropriate.” Defendants knew that their attempt to influence a public bidding competition was illegal under local law, but did it anyway. Consistent with Defendant SEIU’s Contract Campaign Manual, which teaches that breaking the law is sometimes necessary to achieve campaign objectives, Defendants hoped that their unlawful influence would force the Board of Supervisors to refuse to select Sodexo as its contractor.

b. Harris County Hospital District.

214. Harris County Hospital District (“HCHD”), servicing the greater Houston, Texas area, has contracted with Sodexo to provide a variety of services over the past 14 years. During

the spring of 2010, Sodexo was in the final months of its contract to provide environmental services to HCHD worth several million dollars per year in revenue, and was preparing to bid on the successor environmental services contract. In or around March 2010, HCHD's purchasing agent, Harris County Purchasing, invited Sodexo and one other contractor to make a live presentation. Although HCHD's executive leadership informed Sodexo that it was planning to recommend that the Company be awarded the successor contract, the HCHD Board of Managers still had to approve all contracting recommendations.

215. Defendants, through Beverly Ortiz, a coordinator for Defendant Local 1, contacted Harris County Commissioner Sylvia Garcia (who had appointed several members to the Board of Managers, including Dale Wortham, who is a member of the Houston AFL-CIO) and persuaded Garcia to help prevent Sodexo from winning the environmental services contract. Garcia then contacted HCHD's Chief Executive Officer and informed him that HCHD would not be permitted to have Sodexo as its contractor. Upon information and belief, Garcia also communicated with the Board of Managers and convinced several of them to vote against Sodexo's bid. Ortiz also attended two HCHD Board of Managers meetings, which took place on or about August 26, 2010 and September 30, 2010, and spoke out against Sodexo's bid.

216. Defendants' interference caused Sodexo to lose its contract with HCHD. When HCHD and Harris County Purchasing submitted its recommendation to hire Sodexo to the Board of Managers on or about September 25, 2010, Wortham approached HCHD's CEO and told him that the Board had the votes to shoot Sodexo down. Because Sodexo had submitted the lowest bid, the Board of Managers legally could not select another contractor. To keep Sodexo from winning the contract, the Board voted in or around November 2010 to discontinue altogether the

practice of outsourcing its environmental services work to a third-party contractor and to bring that function in house.

217. The loss of the HCHD environmental services contract will cost Sodexo approximately \$10 million in revenue over the next three years. Even worse, the loss effectively eliminated the jobs of the 16 managers who serviced the contract, and Sodexo had to act promptly to find them alternative Company employment. Defendants' callous disregard for the job security of these Sodexo employees demonstrates that Defendants' intent is not to protect the interests of Sodexo's employees, but to cause the Company to suffer harm, regardless of the collateral damage they cause.

c. Other Hospital Activities

218. *Cleveland Clinic Laundry*. Sodexo provides laundry and linen services to the Cleveland Clinic hospital system. The hospital system's bed sheets and other linens are laundered at Sodexo's Collinwood Yards facility, located in the Cleveland, Ohio area. Upon information and belief, Defendant SEIU and its agents caused OSHA investigators to visit and inspect Sodexo's Collinwood Yards, OH laundry facility on or about June 25, 2010 by encouraging employees to file a bogus safety complaint with OSHA.

219. Defendants then sought to use the pending OSHA investigation to generate negative media attention and increase the pressure on Sodexo. On or about July 9, 2010, Defendant SEIU, through Ashley Wood, published a blog post containing "coverage" of a "press conference" held by Sodexo laundry workers the previous day. (*See Ex. 68.*) Other than Defendant SEIU's own media, there was no press covering this "press conference." Wood, however, claimed that there were "[o]ver 50 workers and community allies" present. In fact, the majority of those "community allies" were Defendants SEIU's and Local 1's agents.

220. Throughout her blog post, Wood alleged that “[Sodexo] puts profits above safety.” She supported this statement with a quote from Dallas Sells, Ohio Director of Defendants Workers United/SEIU Chicago Regional Joint Board, who claimed that “Sodexo is a serious repeat violator of federal job safety standards at industrial laundry facilities in Cleveland, Pittsburgh, and Buffalo.” Hyperlinks embedded in the article, which supposedly link to documents demonstrating Sodexo’s “serious violat[i]ons,” actually link to the Clean Up Sodexo website. Contrary to Sells’ misleading statements, a 2009 U.S. Bureau of Labor Report, *Incidence Rate of Total Recordable Cases*, shows that Collinwood Yards’ incidence rate is below the average incidence rate for a laundry plant of the same employment size. In fact, the incident rate at Collinwood Yards has been lower than industry average for the past four fiscal years (2007-2010).

221. Defendant SEIU caused another public disruption to take place at the Collinwood facility on or around September 21, 2010 and then publicized the event, along with its disparaging allegations against Sodexo, on its blog. (*See Ex. 69.*) Following the orchestration and deceptive coverage of this disruption, Defendants’ agent, Jobs with Justice, published sensational and despicable allegations regarding Sodexo’s laundry services for the Cleveland Clinic hospital system. In an article titled “Cleveland’s Own ‘Sweat’ Shop,” released on or about September 24, 2010, Debbie Kline of Jobs with Justice falsely alleged that Sodexo workers at the Collinwood Yards facility find “used hypodermic needles; human body parts, fluids and excrement; umbilical cords and other hazardous material...on a daily basis.” (*See Ex. 70.*) Kline’s article suggested that patients sleeping on linens laundered at Sodexo’s Collinwood facility should refrain from thinking about how they “are sleeping on the remnants of someone

else's hospital waste." (*Id.*, emphasis added.) Kline's intent in making these statements was to create a visceral reaction of disgust and alarm towards Sodexo.

222. In contradiction to Defendants' wild public allegations, when OSHA issued its inspection report on or about July 27, 2010, it rejected six of the eight claims made in the complaint and cited Sodexo only for two minor violations. In December 2010, these two remaining minor violations were also deleted by OSHA. Thus, Defendants' baseless OSHA claim against Sodexo--to which Defendants cited as justification for their attacks--amounted to nothing.

223. ***Lehigh Valley Hospitals.*** Defendants also targeted Sodexo's hospital clients in the Lehigh Valley in northeastern Pennsylvania. In or around January 2010, Defendants' organizer-in-training Austin Guest misrepresented himself to Sodexo employees as a fellow Sodexo employee in order to obtain their personal information. Some Sodexo employees reported feeling uneasy about, and even threatened by, Guest's fraudulent advances.

224. Defendants SEIU and Local 32BJ also orchestrated a protest against Sodexo in Allentown, Pennsylvania on or about April 15, 2010 that was made intentionally to look like a spontaneous uprising of Sodexo employees, when in fact the majority of the "protestors" were students and union organizers, not Sodexo employees. (*See Ex. 71.*)

225. Defendants and/or their agents also conducted "hospital food satisfaction surveys" during July and August of 2010 in several Lehigh Valley-area hospitals, despite having no authorization from hospital administrators to do so. For example, on or about August 3, 2010, one of Defendant SEIU's agents approached a Sodexo employee and asked her if she was willing to take a survey for the "food service." When asked by the employee who was conducting the survey, the man replied "the Union." Defendants disguised the survey to resemble a legitimate

attempt to ascertain the quality of the food service at the hospital. After a series of five “yes” or “no” questions, question six asks whether the hospital food served by Sodexo contained “bugs, rat droppings, mold or flies,” and encourages the person taking the survey to “circle all that apply.” (See Ex. 72, emphasis added.)

226. Defendants or their agents approached other hospital employees on or around August 3, 2010 and August 13, 2010 and asked them to complete the same survey. Upon information and belief, Defendants also distributed their survey to hospital patients throughout the summer of 2010. This “survey,” and specifically the spurious question regarding foreign items in the food, was calculated by Defendant SEIU to alarm hospital patrons over the safety and quality of the meals they, or their family members, were being served.

227. Defendants or their agents also were observed on or about August 18, 2010, tampering with and taking pictures of patients’ food at several Lehigh Valley hospitals. In doing so, Defendants’ agents intentionally and illegally trespassed on patient floors of the hospitals. Defendants hoped to obtain photographic “evidence” that Sodexo was serving unsanitary meals to hospital patients.

4. Government Contracts

228. Sodexo’s federal government contracts are among its most valuable. Fully aware of the damage that interfering with Sodexo’s business relations with the federal government would cause the Company, Defendants have focused their campaign intently on the Company’s existing and prospective contractual relationships with the United States military, as described below.

229. *United States Marine Corps*. Sodexo has held two contracts to provide domestic food services to the United States Marine Corps that together have generated over \$1 billion in revenue over the life of the contracts. The contracts, one of which covers the Marine Corps’ East

Coast garrisons, and the other of which covers its West Coast garrisons, expire at the end of March 2011. The Marine Corps held a bidding competition for the successor contracts, pitting Sodexo against several competitors. Recognizing the effect that losing one or both of the Marine Corps contracts would have on Sodexo, Defendants have made it a Campaign priority to scuttle Sodexo's chances to retain this important business opportunity. Defendant SEIU has no business with the Marine Corps and is not charged by the government, the public or anyone else to be a watchdog over the business affairs and decisions of the Marines.

230. Sometime on or about April 8, 2010, Defendants or their agents contacted United States Representative Loretta Sanchez, a member of the House Armed Services Committee, and, upon information and belief, suggested that Sodexo had contributed to cost-overruns in the administration of the Marine Corps contracts. Defendants' sole intent in making these allegations was to undermine Sodexo's business relationship with the Marine Corps and cause the Company to lose the contracts.

231. On or about April 8, 2010, PR Newswire ran a press release entitled "Rep. Loretta Sanchez Calls for Investigation of Military Food Services Contract." (*See Ex. 73.*) The release indicated that Representative Sanchez was asking the Government Accountability Office ("GAO") to "investigate" Sodexo for "excessive waste and possible food safety concerns." The release noted that Sodexo "has been under scrutiny following multiple reports of food safety non-compliance and a drastic, mid-contract change to its operations." The release fails to note that the majority of those "multiple reports" originated with Defendants. Although the purported source of the release is "Office of Congresswoman Loretta Sanchez," the release indicates that it was "distributed by" Defendant SEIU.

232. The next day, on or about April 9, 2010, Reuters released a news article entitled “Sodexo dips on U.S. contract worries.” (*See* Ex. 74.) The article noted that shares of Sodexo’s parent entity, which are traded on European financial exchanges, dipped “in an upward market” based on “concerns over a massive contract with the U.S. Marine Corps after U.S. congressional auditors have been asked to review the expiring contract ahead of the award process to replace it.” The article quoted an unidentified “trader” as stating, “[t]here is concern that Sodexo’s offer is more expensive and less attractive than it was initially.”

233. Defendants then went on the offensive. On or about April 12, 2010, Brad Levinson posted a blog article on the Clean Up Sodexo website titled “Sodexo’s Stock Price Dips After Lawmaker Requests US Marine Contract Probe.” (*See* Ex. 75.) Levinson’s article quoted and linked to both the Reuters press release and to the PR Newswire release “distributed by” Defendant SEIU. The article also included the statement that the recent decline in Sodexo’s parent entity’s share price “seemed to suggest that investors were nervous” about Representative Sanchez’s request of the GAO. Levinson also promised that Defendants would “have more on this developing situation as it unfolds.”

234. On or about August 31, 2010, Representative Robert E. Andrews, Chairman of the House Panel on Defense Acquisition Reform, wrote to Defense Under Secretary Ashton Carter to request that he direct the Marine Corps to postpone the award of its new food service contracts “to allow time to review whether there are adequate procedures in place to control costs and ensure quality, and to develop safeguards to ensure these problems are not replicated.” (*See* Ex. 76.) Representative Andrews’ letter received substantial media attention. On or about September 2, 2010, CQToday published an article entitled “Sodexo Contract With Marines Draws Scrutiny of House Members.” (*See* Ex. 77.) The article summarized Representative

Andrews' call to delay awarding the new Marine Corps contracts pending further review by lawmakers. Defendant SEIU's Assistant Strategic Communications Director Renee Asher is quoted in the article as stating on behalf of Defendant SEIU: "We believe federal contracts should be reserved for companies that do good work, treat workers right and, above all, are careful with taxpayer money."

235. Defendants used Andrews' letter to go back on the offensive. On or about September 17, 2010, Ashley Wood published a blog article on the Clean Up Sodexo website titled "Critics Demand Freeze on Renewal of Marine Corps Food Contract With Sodexo." (*See* Ex. 78.) Wood's article introduced a new aspect of Defendants' scheme to prevent Sodexo from securing the new Marine Corps contracts: another report titled "Cost Creep: The Case for Accountability Over Defense Service Contracts." (*See* Ex. 79.) In order to achieve maximum distribution of their report, Defendant SEIU reposted Wood's article on its main internet site and also linked to the report.

236. "Cost Creep" is created to appear at first glance to be a scholarly analysis of various performance metrics associated with Sodexo's Marine Corps contracts. Much like Defendants' other reports, however, "Cost Creep" distorts key facts in an attempt to portray Sodexo as an irresponsible government contractor that has wasted or monopolized taxpayer funds. While the report's supposed focus is on alleged inadequacies in Sodexo's contracting practices, it contains numerous allegations wholly unrelated to that issue that serve no other apparent purpose than to bias the reader against Sodexo. For example, the report notes that in or around June 2007, the USDA recalled chicken shipped under the contracts that was "*potentially* tainted with the *potentially* deadly Listeria bacteria." (*Id.* at p. 3, emphasis added.) The report also notes that some of the "potentially" tainted product was shipped to several Marine bases.

The report intentionally omits the fact that not a single person reported contracting listeria as a result of these shipments.

237. The report further alleges that Sodexo's decision to centralize its food preparation for the Marine Corps at a single site "increased the distance the meals were transported before reaching Marine messhalls (sic), thereby increasing exposure to transportation associated with risks including 'temperature abuse.'" (*Id.* at p. 12-13.) The report then cites to the 2001 Food and Drug Administration ("FDA") Code, which suggests that transport vehicles in U.S. distribution chains maintain storage temperatures in the (32° - 38° F) range, and implies that Sodexo's transport vehicles could have exceeded these temperatures. In fact, Sodexo's transport standards are more stringent than FDA requirements, as the Company's transport vehicles maintain continually monitored temperatures of 28° - 32° F during transport. No shipment bound for a Marine installation has ever been cited for "temperature abuse." Defendants intentionally omitted these facts from their report.

238. Even where the report addresses cost issues, it does so inaccurately. The report includes a sweeping allegation that the contracts, originally estimated to cost the government \$881 million, "ballooned" by 36% to over \$1.2 billion in total costs. It then claims that Sodexo's contracting practices led to these "overruns." In fact, roughly 93% of the total increase in the contracts' prices was the result of statutory changes in wage rates mandated by the Department of Labor, increases in subsistence prices from the Defense Logistics Agency, incentive payments to encourage and increase small business participation in the program, and program refinements directed by the Marine Corps itself.

239. Defendants knew, or reasonably should have known, all of the above facts when they circulated “Cost Creep,” but distorted them intentionally in order to manufacture concern among lawmakers in Washington and increase the pressure on Sodexo.

240. On or about September 16, 2010, the Defense Department exercised an existing entitlement to extend its Sodexo contracts through January 2011. Defendants attempted to spin this event for the purpose of leveling further attacks against Sodexo. On or about September 23, 2010, SEIU Capital Stewardship Director Dieter Waizenegger sent an email to an undisclosed group of “colleagues” announcing the delay and claiming innocuously that there had been “a number of questions raised in the United States” about Sodexo’s contracts, when, in fact, the genesis of such questions was Defendants. Defendants then published an article on Defendant SEIU’s SDXwatch website titled “Update on Sodexo’s U.S. Department of Defense Contract Risk.” (*See* Ex. 80.) The text of the article is essentially a repeat of Waizenegger’s email. It also includes a link to Defendants’ “Cost Creep” report.

241. The contracts were extended in December 2010 for an additional two months and will expire on March 31, 2011. Since this announcement, Defendants have continued their assault, leveling additional allegations regarding Sodexo’s “troubled” contracts with the Marine Corps. In their attempt to sensationalize their “reporting” on Sodexo’s “troubled” contracts, Defendants highlighted alleged food safety violations on the Clean Up Sodexo website with evocative phrases such as “**Warning - Material may disgust reader.**” (*See* Ex. 81.) The allegations described, however, were nothing more than a rehash of the same baseless smears included in Cost Creep.

242. The Marine Corps’ Source Selection Committee, which is located in the Navy Annex in Arlington, Virginia, announced its final decision on or about February 23, 2011.

Sodexo was awarded a contract to operate and manage the 31 Marine Corps garrisons located on the East Coast of the United States. The contract to provide the same services to the 20 Marine Corps garrisons located on the West Coast of the United States, however, was awarded to another contractor. As described above, Sodexo serviced both the East and West Coast garrisons under the prior contracts. The West Coast contract is valued at over \$55 million in revenue next year alone, and potentially up to \$765 million over the maximum term of the contract.

243. *United States Air Force.* Defendants have attempted to interfere with Sodexo's efforts to secure other government contracting work. In or around July 2010, Sodexo submitted a proposal to the Department of the Air Force to provide food services at a select number of Air Force bases in the United States.

244. On or about November 10, 2010, SEIU employee Chris Schwartz sent an email titled "Food Service Solicitation" to Matt McLean, a contract specialist at the Department of the Air Force. Schwartz began his email with the innocuous claim that he was writing "to provide information relevant to evaluating bidder's past performance and responsibility for a recent solicitation for Food Services posted on FBO.gov." Schwartz then proceeded to level a variety of Defendants' typical Campaign smears against Sodexo. He claimed that contracting with Sodexo could result in "unexplained cost increases" and suggested that Sodexo was plagued with "food safety concerns," "unsafe working conditions," and "possible ethics violations." Schwartz argued at the conclusion of his email that Sodexo had been engaged in a "pattern of conduct" that "provide[d] clear indications that Sodexo may not be living up to the performance and ethical business standards required of Federal Government contractors."

245. McLean apparently recognized Schwartz's email for what it was. Shortly after receiving it, he responded curtly that "It's obvious you have an agenda against [Sodexo.] Please

do not involve me in your agenda or send me any information again.” He also suggested to Schwartz that “[I]f the Service Employees International Union has an issue with Sodexo, I suggest you take up the issue with the company.” (*See Ex. 82*).

5. Direct Attack on Sodexo’s Corporate Headquarters

246. On or about April 16, 2010, Defendants staged a disruptive protest at Sodexo’s corporate headquarters in Gaithersburg, Maryland. The purpose of this event was to generate maximum media attention, disrupt Sodexo’s business operations at its corporate headquarters, and send a message to Sodexo’s senior leaders that Defendants were making good on their extortionate threats.

247. To draw attention to their actions, Defendants enlisted the help of Hollywood actor Danny Glover, who has supported union-related causes in the past. The morning of the protest, Glover attended a meeting at Defendant SEIU’s Washington, DC headquarters where Defendants and their agents finalized their plans.

248. To get the word out to their supporters while maintaining the element of surprise, Defendants did not publicize their plans widely. However, they did post messages on a variety of social media to alert followers and supporters and to encourage them to attend the protest. For example, at approximately 9:49 a.m. on April 16th, SEIU employee Joaquin Guerra posted the message: “Are you coming to help cleanupsodexo today?” on his Twitter page. Guerra had approximately 853 “followers,” or individuals who have signed up to automatically receive his “tweets,” at that time. All of those individuals, to the extent they were “followers” of Guerra’s Twitter posts on or about April 16, 2010, would have received his invitation to join the protest.

249. Defendants also posted a blog article to the Clean Up Sodexo website at approximately 10:06 a.m. titled “International Workers Meet With SEIU Leaders, Sodexo Workers, Danny Glover.” (*See Ex. 83.*) The article foreshadowed “this afternoon’s culminating

action at Sodexo's U.S. headquarters." It also noted that Andy Stern, "in one of his final acts as president of SEIU," planned to "participate in civil disobedience" during the protest. Stern also is quoted in the article as stating that "[t]he future of the union movement will be determined by this campaign and by others like it." Stern encouraged supporters to show up at Sodexo's headquarters and join the protest via his own Twitter page. At approximately 12:16 p.m., he uploaded the following "tweet" to his Twitter account: "The future of labor is global. Sodexo campaign ground zero." Stern had approximately 3,174 Twitter "followers" around that time. All of those individuals, to the extent they were "followers" of Stern's Twitter posts on or about April 16, 2010, would have received this post.

250. Defendants transported several busloads of people, including a small number of Sodexo employees, from Defendant SEIU's Washington, DC headquarters to Sodexo's Gaithersburg offices. When they arrived, Defendants commenced their protest, holding picket signs bearing slogans such as "Sodexo Unfair!" and "Clean Up Sodexo." The protestors, numbering about 200, marched directly outside Sodexo's front entrance, chanting disparaging slogans. Defendants also created a "foam pit" over a several hundred square foot area of Sodexo's front drive and then used brushes and mops to "clean up Sodexo." Speakers, including Mitch Ackerman, Glover and Stern, addressed the crowd and made a number of disparaging allegations regarding Sodexo.

251. Following these events, Stern and Raynor, along with a number of additional agents and employees of Defendants, including Glover, intentionally trespassed on Sodexo property. Despite being asked repeatedly by local law enforcement to step back onto public property, they refused, resulting in their arrest. Kate Thomas, who attended the event, uploaded a "tweet" to her Twitter account at approximately 2:00 p.m. that quoted Glover as saying, "It's a

nice day to get arrested.” Consistent with Defendant SEIU’s Contract Campaign Manual, Defendants had every intention of breaking the law during the protest for the express purpose of being arrested, in order to further sensationalize their attack and draw additional media attention. Defendants posted running “updates,” including photographs and videos, to their Clean Up Sodexo website throughout the day. (*See* Ex. 84.)

6. International Attacks

252. **2010 Shareholder Protest.** On or about January 25, 2010, Defendant SEIU picketed Sodexo SA’s annual shareholders’ meeting in Paris, France. Although touted as a means to broaden the exposure of its so-called “cause,” (*see* Ex. 85), the rally in Paris was nothing more than Defendants’ attempt to use their Corporate Campaign to threaten Sodexo’s parent company. Indeed, Mitch Ackerman was cited as “hoping the [Defendant’s] complaints [would] cause a stir in France.” (*See* Ex. 86.) Ackerman was further quoted as saying that he wanted to tell a story “to a larger public audience.” (*Id.*) In reality, Ackerman and Defendants wanted to bring the Corporate Campaign to a “larger public audience” in order to increase their threat to Sodexo’s business.

253. **2011 Shareholder Protest.** Defendants also disrupted Sodexo SA’s 2011 annual shareholders’ meeting. On or about January 24, 2011, Defendants and their agents, including USAS, launched a series of disruptions and protests around Sodexo SA’s annual meeting in Paris, France. In the weeks leading up to the meeting, several of Defendants and/or their agents, including Defendant Weintraub, purchased shares of Sodexo SA stock so that they could gain access to the shareholders’ meeting itself and directly harass company executives and directors. Defendants and their agents, including members of USAS, then infiltrated the meeting itself and caused significant disruption. Upon information and belief, during the meeting, Defendants or their agents opened a security door to allow entry to a number of persons who did not have

permission to enter the auditorium. When Sodexo SA's Chairman of the Board began his annual "Chairman's Message" speech, a group of approximately 25 people, including Defendant Weintraub, swarmed the stage, physically confronting and haranguing Sodexo's Chairman about Defendant SEIU's allegations concerning Sodexo's conduct. The protesters remained on stage for about 25 minutes and did not leave until escorted out of the meeting by security.

254. Predictably, Defendants posted an article on the Clean Up Sodexo website reporting on the events as if Defendants had no role whatsoever in the preparation and execution of the attacks. (*See Ex. 87.*) A USAS national organizer was quoted in press coverage as admitting that USAS proudly participated in the shareholder disruptions and that it had no plans to discontinue its efforts to disrupt Sodexo's business relations and cause the Company financial harm: "Compelling our universities to kick out Sodexo now will send a strong message to Sodexo and the other 'Big 3' corporations that they are no longer welcome on our campuses while they pay poverty wages and bust unions worldwide." (*See Ex. 88.*)

255. ***OECD Complaint.*** Defendant SEIU has also furthered the Clean Up Sodexo Campaign by inappropriately and deceptively invoking procedures under the Guidelines for Multinational Enterprises of the Organization for Economic Cooperation and Development ("OECD Guidelines") and--in blatant violation of the confidentiality provisions of the Guidelines--publicizing its allegations in order to generate additional media attention around the Campaign.

256. On or about July 30, 2010, Defendant SEIU and Confédération Générale du Travail ("CGT") of France filed complaints with the National Contact Points ("NCP") of the federal governments of the United States and France claiming that Sodexo and its parent company had violated the OECD Guidelines with respect to labor standards. Defendant SEIU

and CGT asked the governments to pressure Sodexo to commit to neutrality and to guarantee its employees the right to unionize at the Company's United States operations.

257. In the United States, the complaint was authored by Defendant Weintraub, on behalf of Defendant SEIU, and submitted to the director of the Office of Investment Affairs at the State Department, which is the NCP in the United States. (*See Ex. 89.*) In the Complaint, Defendants Weintraub and SEIU alleged that Sodexo violated the Employment and Industrial Relations Chapter of the OECD Guidelines. The ostensible purpose of the complaint was to "bring about a resolution to concerns over reported breaches...by Sodexo." (*Id.*) In reality, the complaint was nothing more than another attempt to harass the Company with sham allegations and threaten the prospect of an administrative investigation.

258. The contents of the complaint show it was filed inappropriately. The purpose behind the OECD Guidelines is to encourage "responsible business conduct consistent with applicable laws." Yet in the complaint, Defendants Weintraub and SEIU asked the NCP to pressure Sodexo to agree to neutrality with respect to unionization of its employees in the United States. Defendants' request of the NCP amounts to a request that Sodexo waive an array of rights available to the Company under existing U.S. labor law.

259. The OECD Guidelines further provide that individuals and entities submitting concerns under the OECD Guidelines are expected to keep their submissions (and concerns) strictly confidential. Completely disregarding these directives and the spirit of the OECD Guidelines, Defendant SEIU issued a "press release" on July 30, 2010, the same day the letter was sent to the NCP, touting the filing of its complaint against Sodexo for allegedly "violating workers rights." (*See Ex. 90.*) Defendant SEIU has continued to maintain publicity about the complaint to this day on its internet sites, including the Clean Up Sodexo site.

7. Other Attacks

260. **2010 Winter Olympics.** In February 2010, Sodexo was honored with the opportunity to provide food service to the athletes competing in the 2010 Winter Olympic Games in Vancouver, British Columbia. Defendants seized on this high-profile engagement to smear Sodexo before a world-wide audience. On or about February 12, 2010, Sasha Rogers posted a blog entry on the Clean Up Sodexo website titled “Concerns of Food Safety at the Winter Olympics.” (See Ex. 91.) In the article, Rogers expressed “concern” for the athletes, who would be consuming food served by Sodexo during a “key moment in their sporting careers.” However, her “concern” was not only disingenuous, but also supported by misleading reports of food safety noncompliance. Rogers selectively mentioned incidents of noncompliance over the course of five years at Sodexo facilities, without offering any context or meaningful comparison with the number of violations incurred by other food service providers during that period. Additionally, in a February 22, 2010 posting on the Clean Up Sodexo website, Brad Levinson publicly solicited the approximately 900 workers hired to perform Sodexo’s Olympic contract to come forward with information about any failure by Sodexo to pay them their wages. (See Ex. 92.) Levinson rehashed a number of incomplete or misleading allegations, essentially to suggest that Sodexo did not intend to pay its Olympic workers in accordance with law.

261. **Culinary Institute of America.** On or about March 18, 2010, the Culinary Institute of America (“CIA”) hosted a national convention of nutrition physicians in St. Helena, California. Sodexo was contracted to provide the food service at the convention. Defendant USWW, through SEIU Local 1877, infiltrated and caused a mass disruption at the high profile conference. Specifically, agents of Local 1877, including Lead Organizer Tony Maldonado, misrepresented themselves as conference guests to gain attendance. Once inside, they caused a loud disturbance, throwing dozens of plastic roaches around the conference and even onto the

food being served at the event. The roaches had "Clean Up Sodexo.com" written on their undersides. Several of Defendants' agents also became involved in a physical altercation with CIA's security personnel as they were escorted from the premises, prompting unfounded accusations from Local 1877's legal counsel that CIA personnel had assaulted union agents during the disturbance. Defendants did not file any charges or pursue any legal action regarding this alleged assault.

262. Following the event, Defendants dispatched a private investigator to surreptitiously learn additional information about CIA, presumably for the purpose of coordinating another attack. A member of the St. Helena Police Department contacted CIA management on or about March 24, 2010 and warned them that a "private detective" working for SEIU had been "trying to dig up dirt" regarding the events surrounding Defendants' protest the previous week. Shortly thereafter, CIA's Facilities Office received a phone call from a male caller who identified himself in a voicemail as "Officer Hernandez." The caller stated that he was calling to discuss Sodexo generally and to ask specific questions about an individual accused of being involved in the altercation with union agents during the events of March 18, 2010, and whether that individual was employed by Sodexo or by CIA. St. Helena Police later informed CIA management that while an "Officer Hernandez" is employed by the St. Helena Police Department, the officer is female, not male.

263. ***Violent Attack in Brussels.*** Upon information and belief, Defendant SEIU or its agents also caused the No Border group to make a direct and violent attack against Sodexo officials in Europe. In or around the first week of October 2010, at least a dozen agents of No Border, which was holding an international meeting in Brussels, gained access to the interior of Sodexo SA's corporate office in Audergem, Belgium. Once inside, they attempted to cause

significant property damage, overturning buckets of hot and rancid cooking oil, grease, paint and glue around the lobby. No Border's agents also left a letter addressed to Sodexo's management, which read in part: "Because you filled your bellies on the exploitation of poverty . . . take this oil, Sodexo, and cook an egg!" Sodexo immediately notified the authorities, and two of the attackers were arrested. Sodexo was well aware that No Border is known for engaging in extremely aggressive and destructive tactics, such as "black bloc" demonstrations and the like. As such, the possibility that No Border was acting as Defendants' agent in the Clean Up Sodexo Campaign caused considerable alarm within the Company. Upon information and belief, No Border acted at the direction and budget of Defendant SEIU when it carried out its violent attack on Sodexo's Brussels office.

264. ***Tampering With Sodexo's Internet Site.*** Defendants or their agents also obtained unauthorized access into one of Sodexo's internet sites, www.sodexoeducation.com, and loaded their campaign smears directly onto the site. The Sodexo Education website contains information regarding the Company's various menu options, nutrition information, catering services, and other business information relating to contracts with school clients. It is a password protected site intended to be accessed only by Company employees and agents.

265. On or about September 8, 2010, Defendants and/or their agents gained unauthorized access to the website and tampered with it by embedding within one of its drop down menus a web link to Defendants' smear report "How Sodexo Contributes to Poverty in the United States." Defendants implanted this link into the dropdown menus of 37 different client account pages. (*See, e.g., Ex. 93.*)

266. Defendants' penetration of Sodexo's computer security network caused substantial concern. To remove the link and protect against further attacks, Sodexo's IT

personnel were forced to remove the links from the 37 infected account pages and to reset the network passwords of 178 Sodexo employees.

267. Defendants' conduct was illegal under federal law regarding computer fraud and abuse. (*See* 18 U.S.C. § 1030.)

268. ***Implicit Threat Posted on SDXwatch.*** Defendants have reiterated Defendant Fishman's explicit extortionate demands and threats in a variety of ways, and throughout the course of the Clean Up Sodexo Campaign. For example, on or about August 18, 2010, SDXwatch posted an article called "The Long Term Risks for Sodexo of Fighting Labor Organizing." (*See* Ex. 94.) The article noted that over 80,000 Sodexo workers in the United States are not unionized. It then lobbed a thinly veiled extortionate threat: "If Sodexo continues to fight labor organizing efforts, it faces a series of risks . . . In 2008 the lack of [an organizing] agreement with American trade unions led to a campaign at Aramark - a significant competitor of Sodexo - in which workers engaged in strikes, the company lost accounts and suffered negative publicity. Similar campaigns may present a direct challenge to Sodexo's reputation in the U.S. and as a global employer." (*Id.*) Defendants, of course, were in the midst of waging just such a campaign against Sodexo. Defendants' tactic of citing objectively to their own extortionate attacks as a reason third parties should avoid doing business with a target is a page right out of Defendant SEIU's Contract Campaign Manual and mirrors a tactic used by Defendant Local 1 in its extortion campaign against Professional Janitorial Services, described in Appendix A.

269. ***Email Attack.*** On or about September 29, 2010, Defendants published a blog article written by Josh Glasstetter on the Clean Up Sodexo website titled "Email Sodexo - Tell Them to Respect Workers in the Dominican Republic and around the World." (*See* Ex. 95.) The

article accused Sodexo of “aggressively fight[ing] workers who organize” around the world and encouraged readers to email Sodexo’s “senior leadership” directly, purportedly to “call[]” on Sodexo to “respect their workers.” In fact, Defendants intended that Sodexo’s senior leaders would be inundated with email traffic that would disrupt their operating systems.

270. ***Global Day of Action.*** Defendants announced a “Global Day of Action” on or about September 30, 2010. Josh Glasstetter and Kate Thomas published another blog article on the Clean Up Sodexo website claiming that “Sodexo workers across the U.S.” had joined their counterparts in Columbia and the Dominican Republic “to send Sodexo a message: Stop fighting workers trying to organize to get a better life.” (*See Ex. 96.*) Once again, Defendants attempted to cast their extortionate attacks as a worker-led movement when in fact Defendants were the driving force behind the “Global Day of Action.”

271. ***Danny Glover’s “International Investigation.”*** On or about October 4, 2010, Defendants and their agents staged a press conference in Paris to announce Danny Glover’s decision to “personally lead an investigation into working conditions and workers’ rights” at Sodexo. Glover, who was in attendance, called on Sodexo to “guarantee” the rights of its employees “to unionize.” Glover stated that his on-site visits would be “unannounced” to provide a “true vision” of the working conditions at Sodexo and intended to cause Sodexo’s executives and management personnel to wonder where and when Glover and his team of SEIU “experts” would strike first. Josh Glastetter posted a blog article on the Clean Up Sodexo website detailing Glover’s announcement. (*See Ex. 97.*)

272. Defendants made several other important announcements during the press conference. A representative of a European union allied with Defendants indicated that Defendant SEIU was planning to initiate “strikes” in at least 11 different states in the near

future.² Defendant Weintraub indicated that “Sodexo employees” were planning “actions” in Columbia, the Dominican Republic, and Turkey. Weintraub ominously referred to an “imminent publication” of an “overall report” regarding Sodexo called the “Black Book,” and indicated that Defendants’ new “report” would be published both in France and the United States.

273. ***GritTV Appearance.*** Defendants also dispatched Defendant Weintraub to make an appearance on GritTV, hosted by Laura Flanders. Ms. Flanders interviewed Weintraub and Marcia Snell, a Sodexo employee working at Ohio State University, for a segment that aired on the liberal television station on or about October 21, 2010. During the interview, Weintraub admitted that Defendants were behind the recent attacks on Sodexo, claiming that “we are in 11 different states in this country taking action.” She also misleadingly referred to Clean Up Sodexo events as led by Sodexo workers, and not the union, and claimed that Sodexo was uniformly retaliating against its entire workforce for trying to “organize a union.” Flanders commented during the segment that Sodexo “won’t pay people living wages” and suggested that Ms. Snell’s alleged treatment “[wa]s not atypical” of Sodexo’s typical human relations practices. Defendants posted a web link to the full interview on the Clean Up Sodexo website. (*See Ex. 98.*)

F. Defendants Have Caused Sodexo Significant Business Injuries

274. Defendants’ extortionate tactics and active interference with Sodexo’s client relationships have caused the Company to suffer significant financial harm. In addition to the lost business discussed above, Defendant SEIU has bragged on its Clean Up Sodexo website about the extent of the damage Defendants’ direct interference has caused. For example, on or about September 9, 2010, Ashley Wood posted a detailed article on the Clean Up Sodexo

² These events are described in Paragraph 198 above.

website boasting that “[f]ive major school districts cut ties with Sodexo” as a result of Defendants’ Campaign interference. The specific school districts identified were in Boston, Massachusetts; Washoe County, Nevada; Carson City, Nevada; Kansas City, Missouri; and Chapel Hill-Carrboro, North Carolina. In the case of the Kansas City contract, Wood bragged that Defendants’ extortionate activities cost Sodexo at least \$5.3 million. (*See Ex. 99.*)

275. Wood’s article emphasized in particular Defendants’ direct role in causing the discontinuation of Sodexo’s business relationship with the Carson City School District, noting that a local Nevada newspaper “reported that the Campaign for Quality Services, organized by SEIU to help food-service workers, had been asking Carson City residents to oppose Sodexo, claiming the company would end up costing the school district more money, while bringing in underpaid, undertrained workers.” (*Id.*)

276. The loss of the five business contracts referenced in Wood’s article has cost Sodexo at least \$23 million in annual revenue. The fact that Defendants trumpeted their responsibility for these losses on the Clean Up Sodexo website served as a not-so-subtle reminder to Sodexo that Defendant Fishman and his co-conspirators were making good on their threats to damage the Company.

277. Defendants’ actions have cost Sodexo other business. On or about November 12, 2010, Pomona College announced that it was terminating its Sodexo contract on January 18, 2011. (*See Ex. 100.*) School administrators admitted that “union efforts were a factor” in their decision to terminate Sodexo.

278. Sodexo also has incurred millions of dollars in time, person-hours and other administrative expense because of Defendants’ unlawful attacks, such as its unauthorized intrusion into Sodexo’s computer network, described above.

EFFECT OF DEFENDANTS' CONDUCT

279. Defendants have attempted to carry out their scheme to extort Sodexo from behind a mirage of legitimacy. They have publicly claimed that the Clean Up Sodexo Campaign is about giving a voice to the Company's workers and raising awareness regarding issues that affect the communities in which Sodexo does business. As demonstrated throughout the Complaint, however, this could not be further from the truth. Defendants' many unlawful, deceitful, intimidating, and aggressive actions demonstrate that their real motive is to compel Sodexo's submission to their ongoing extortionate demands, without any regard for the wishes of the Company's hourly employees.

280. Defendants' actions have had a substantial negative effect on Sodexo. Their extortionate conspiracy has caused Sodexo millions of dollars in lost or reduced business, lost contracts and lost potential new business opportunities. In many cases, Defendants have harassed, intimidated, or frightened Sodexo's customers to the point that they have either terminated or reduced their business relationships with Sodexo. As alleged throughout the Complaint, this has been the precise result desired by Defendants. And worse, Defendants' acts and threats demonstrate clearly that the end of their extortionate conduct is not remotely in sight. Without judicial intervention, Sodexo will continue to suffer direct and significant business injury at the hands of Defendants and their unlawful scheme.

FIRST CLAIM FOR RELIEF **(Violation of 18 U.S.C. § 1962(d) by Conspiring to Violate § 1962(a) Against** **Each of the Defendants**

281. Sodexo re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

282. Sodexo is a "person" under 18 U.S.C. §§ 1961(3) and 1964(c).

283. Each of the Defendants is a “person” under 18 U.S.C. §§ 1961(3), 1962(b), and 1962(d).

284. Defendants Change to Win, SEIU, and the Local Union Defendants each are “enterprise[s]” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(a), which enterprises were engaged in activities affecting interstate and foreign commerce at all times relevant to this Complaint.

285. Defendants conspired among themselves within the meaning of 18 U.S.C. § 1962(d) to violate 18 U.S.C. § 1962(a). Specifically, each of the Defendants agreed and intended, and/or adopted the goal of furthering or facilitating, the following endeavor: that income, in the form of per capita payments, union dues, and other payments, resulting increased salaries and benefits, and other financial concessions, would be received by Defendants Change to Win, SEIU, and the Local Union Defendants; such income would be derived, directly or indirectly, from a pattern of activity unlawful under 18 U.S.C. § 1961(1)(A), in which Defendants participated as principals within the meaning of 18 U.S.C. §§ 1961(1), 1961(5), and 1962(a) -- to wit: multiple, repeated and continuous acts or threats involving extortion and/or attempted extortion, chargeable under the laws of each State in which Defendants’ conspiracy, if successful, would result in the obtaining by Defendants of Sodexo’s property rights described above, at least including, but not limited to, the following: Cal. Pen. Code §§ 518, 519, 524; DC Code §§ 22-3251, 22-3252, 22-1803; Ga. Code Ann. §§ 16-8-16; 16-4-1; 720 ILCS 5/12-6; Mass. Gen. Laws ch. 265 § 25; Md. Code Ann., Crim. Law §§ 3-701, 3-704, 3-705, 3-706; N.J. Stat. Ann. §§ 2C:20-5, 2C:5-1; La.R.S. §§ 14:27, 14:66; ORC Ann. 2905.11; Pa. Con. Stat. §§ 901, 3923; Tex. Penal Code §§ 15.01, 31.02-03; Va. Code Ann. §§ 18.2-59, 18.2-26(3).

Violations of each of the foregoing statutes are punishable by imprisonment for more than one year.

286. An object of Defendants' conspiracy to violate 18 U.S.C. § 1962(a) was and is that the income described above, or the proceeds of such income, would thereafter be used and invested in the operation of the aforementioned enterprises for numerous legitimate and illegitimate purposes including, inter alia, the conduct of additional extortionate corporate campaigns against Sodexo and other employers and business entities, the payment of salaries and fees to the other Defendants for the purpose of engaging in future extortionate corporate campaigns and otherwise, and the ongoing operation of the enterprises described above.

287. Defendants' activities described herein have obstructed, delayed, or otherwise affected commerce.

288. As a direct result of Defendants' racketeering activity and/or otherwise wrongful or unlawful acts undertaken in furtherance of Defendants' unlawful conspiracy described herein, Sodexo has suffered substantial injury to its business or property within the meaning of 18 U.S.C. § 1964(c), including, but not limited to: (i) lost contracts with Pamona College; Harris County Hospital District; and school districts in Boston, Massachusetts, Washoe County, Nevada, Carson City, Nevada, Kansas City, Missouri, and Chapel Hill-Carrboro, North Carolina, such losses resulting from Defendants' active interference with Sodexo's business relationships with these clients, and (ii) the costs in time, person-hours and other administrative expense because of Defendants' unlawful attacks described herein.

SECOND CLAIM FOR RELIEF
(Violation of 18 U.S.C. § 1962(d) by Conspiring to Violate § 1962(b)) Against
Each of the Defendants

289. Sodexo re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

290. Sodexo is a “person” under 18 U.S.C. §§ 1961(3) and 1964(c).

291. Each of the Defendants is a “person” under 18 U.S.C. §§ 1961(3), 1962(b), and 1962(d).

292. Sodexo is a corporation organized under the laws of the State of Delaware and is an “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(b), which enterprise was engaged in activities affecting interstate and foreign commerce at all times relevant to this Complaint.

293. Defendants conspired among themselves within the meaning of 18 U.S.C. § 1962(d) to violate 18 U.S.C. § 1962(b). Specifically, each of the Defendants agreed and intended, and/or adopted the goal of furthering or facilitating, the following endeavor: to acquire or maintain, directly or indirectly, an interest in or control of Sodexo through a pattern of activity unlawful under 18 U.S.C. § 1961(1)(A), to wit: multiple, repeated, and continuous acts or threats involving extortion and/or attempted extortion, chargeable under the laws of each State in which Defendants’ conspiracy, if successful, would result in the obtaining by Defendants of Sodexo’s property rights described above, at least including, but not limited to, the following: Cal. Pen. Code §§ 518, 519, 524; DC Code §§ 22-3251, 22-3252, 22-1803; Ga. Code Ann. §§ 16-8-16; 16-4-1; 720 ILCS 5/12-6; Mass. Gen. Laws ch. 265 § 25; Md. Code Ann., Crim. Law §§ 3-701, 3-704, 3-705, 3-706; N.J. Stat. Ann. §§ 2C:20-5, 2C:5-1; La.R.S. §§ 14:27, 14:66; ORC Ann. 2905.11; Pa. Con. Stat. §§ 901, 3923; Tex. Penal Code §§ 15.01, 31.02-03; Va. Code Ann. §§

18.2-59, 18.2-26(3). Violations of each of the foregoing statutes are punishable by imprisonment for more than one year.

294. Defendants' activities described herein have obstructed, delayed, or otherwise affected commerce.

295. As a direct result of Defendants' racketeering activity and/or otherwise wrongful or unlawful acts undertaken in furtherance of Defendants' unlawful conspiracy described herein, Sodexo has suffered substantial injury to its business or property within the meaning of 18 U.S.C. § 1964(c), including, but not limited to: (i) lost contracts with Pamona College; Harris County Hospital District; and school districts in Boston, Massachusetts, Washoe County, Nevada, Carson City, Nevada, Kansas City, Missouri, and Chapel Hill-Carrboro, North Carolina, such losses resulting from Defendants' active interference with Sodexo's business relationships with these clients, and (ii) the costs in time, person-hours and other administrative expense because of Defendants' unlawful attacks described herein.

THIRD CLAIM FOR RELIEF
(Violation of 18 U.S.C. § 1962(c)) Against Defendants Change to Win, the Local Union
Defendants and Each of the Individual Defendants

296. Sodexo re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

297. Sodexo is a "person" under 18 U.S.C. §§ 1961(3) and 1964(c).

298. Each of the Defendants named in the Fourth Claim for Relief is a "person" under 18 U.S.C. §§ 1961(3) and 1962(c).

299. Defendant SEIU is an "enterprise" within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c), which enterprise was engaged in activities affecting interstate and foreign commerce at all times relevant to this Complaint.

300. Each of the Defendants named in the Fourth Claim for Relief were and are associated with the SEIU enterprise and has conducted or participated, directly or indirectly, in the management and operation of the affairs of the SEIU Enterprise in relation to Sodexo through a pattern of activity unlawful under 18 U.S.C. § 1961(A), to wit: multiple, repeated and continuous acts or threats involving extortion and/or attempted extortion, chargeable under the laws of the following States: Cal. Pen. Code §§ 518, 519, 524; DC Code §§ 22-3251, 22-3252, 22-1803; Ga. Code Ann. §§ 16-8-16; 16-4-1; 720 ILCS 5/12-6; Mass. Gen. Laws ch. 265 § 25; Md. Code Ann., Crim. Law §§ 3-701, 3-704, 3-705, 3-706; N.J Stat. Ann. §§ 2C:20-5, 2C:5-1; La.R.S. §§ 14:27, 14:66; ORC Ann. 2905.11; Pa. Con. Stat. §§ 901, 3923; Tex. Penal Code §§ 15.01, 31.02-03; Va. Code Ann. §§ 18.2-59, 18.2-26(3). Violations of each of the foregoing statutes are punishable by imprisonment for more than one year.

301. Defendants' activities described herein have obstructed, delayed, or otherwise affected commerce.

302. As a direct result of Defendants' violation of 18 U.S.C. § 1962(c), Sodexo has suffered substantial injury to its business or property within the meaning of 18 U.S.C. § 1964(c), including, but not limited to: (i) lost contracts with Pamona College; Harris County Hospital District; and school districts in Boston, Massachusetts, Washoe County, Nevada, Carson City, Nevada, Kansas City, Missouri, and Chapel Hill-Carrboro, North Carolina, such losses resulting from Defendants' active interference with Sodexo's business relationships with these clients, and (ii) the costs in time, person-hours and other administrative expense because of Defendants' unlawful attacks described herein.

FOURTH CLAIM FOR RELIEF

**(Violation of 18 U.S.C. § 1962(d) by Conspiring to Violate § 1962(c) Against Defendants
Change to Win, the Local Union Defendants and Each of the Individual Defendants**

303. Sodexo re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

304. Sodexo is a “person” under 18 U.S.C. §§ 1961(3) and 1964(c).

305. Each of the Defendants named in the Fifth Claim for Relief is a “person” under 18 U.S.C. §§ 1961(3), 1962(c), and 1962(d).

306. Defendant SEIU is an “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c), which enterprise was engaged in activities affecting interstate and foreign commerce at all times relevant to this Complaint.

307. Each of the Defendants named in the Fifth Claim for Relief were and are associated with the SEIU enterprise, and has conspired within the meaning of 18 U.S.C. § 1962(d) to violate 18 U.S.C. § 1962(c). Specifically, each of the Defendants agreed and intended, and/or adopted the goal of furthering or facilitating, the following endeavor: to conduct or participate, directly or indirectly, in the management and operation of the affairs of the SEIU Enterprise in relation to Sodexo through a pattern of activity unlawful under 18 U.S.C. § 1961(1)(A), to wit: multiple, repeated, and continuous acts or threats involving extortion and/or attempted extortion, chargeable under the laws of each State in which Defendants’ conspiracy, if successful, would result in the obtaining by Defendants of Sodexo’s property rights described above, at least including, but not limited to, the following: Cal. Pen. Code §§ 518, 519, 524; DC Code §§ 22-3251, 22-3252, 22-1803; Ga. Code Ann. §§ 16-8-16; 16-4-1; 720 ILCS 5/12-6; Mass. Gen. Laws ch. 265 § 25; Md. Code Ann., Crim. Law §§ 3-701, 3-704, 3-705, 3-706; N.J. Stat. Ann. §§ 2C:20-5, 2C:5-1; La.R.S. §§ 14:27, 14:66; ORC Ann. 2905.11; Pa. Con. Stat. §§

901, 3923; Tex. Penal Code §§ 15.01, 31.02-03; Va. Code Ann. §§ 18.2-59, 18.2-26(3). Violations of each of the foregoing statutes are punishable by imprisonment for more than one year.

308. Defendants' activities described herein have obstructed, delayed, or otherwise affected commerce.

309. As a direct result of Defendants' racketeering activity and/or otherwise wrongful or unlawful acts undertaken in furtherance of Defendants' unlawful conspiracy described herein, Sodexo has suffered substantial injury to its business or property within the meaning of 18 U.S.C. § 1964(c), including, but not limited to: (i) lost contracts with Pamona College; Harris County Hospital District; and school districts in Boston, Massachusetts, Washoe County, Nevada, Carson City, Nevada, Kansas City, Missouri, and Chapel Hill-Carrboro, North Carolina, such losses resulting from Defendants' active interference with Sodexo's business relationships with these clients, and (ii) the costs in time, person-hours and other administrative expense because of Defendants' unlawful attacks described herein.

FIFTH CLAIM FOR RELIEF

(Violation of Va. Code Ann. § 18.2-499) Against Each of the Defendants

310. Sodexo re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

311. Defendants have combined, associated, agreed, mutually undertaken and/or concerted together for the purpose of willfully and maliciously injuring Sodexo in its trade or business, all in violation of Virginia Code § 18.2-499.

312. Overt acts in furtherance of Defendants' conspiracy include, but are not necessarily limited to, the following:

(a) Defendant Fishman's numerous threats to injure Sodexo's business relations made during a meeting between Defendants Fishman and Weintraub and Sodexo representatives, which took place in Arlington, VA on or about August 17, 2010;

(b) Defendants' repeated attempts to destroy Sodexo's business relationship with George Mason University, located in Fairfax, Virginia, including but not limited to, engaging in repeated and disruptive protest activity on private campus property; falsely telling Sodexo employees that dining services were closed, so that Sodexo's business would be interrupted; harassing George Mason University's president in an attempt to convince him to discontinue the University's relationship with Sodexo; and attempting to infiltrate the University's student government under false pretenses to generate student opposition to Sodexo's presence on campus;

(c) Defendant Fishman's threat to injure Sodexo's business relations made during his phone calls with Mr. Macedonia that took place in or around August 2009 and on or about October 12, 2010;

(d) Defendant Fishman's numerous threats to injure Sodexo's business relations made during a meeting between Defendants Fishman and Weintraub and Sodexo representatives that took place in Washington, DC on or about September 22, 2010;

(e) Defendants' repeated attempts to cause Sodexo to lose services contracts worth hundreds of millions of dollars with the United States Marine Corps; and

(e) Defendants' numerous other acts, described in detail above, undertaken throughout the country and with the express and malicious purpose of causing injury to Sodexo in its business or trade.

313. As a direct and proximate result of Defendants' unlawful conspiracy, Sodexo has suffered substantial damages, including but not limited to: (i) lost contracts with Pamona College; Harris County Hospital District; and school districts in Boston, Massachusetts, Washoe County, Nevada, Carson City, Nevada, Kansas City, Missouri, and Chapel Hill-Carrboro, North Carolina, such losses resulting from Defendants' active interference with Sodexo's business relationships with these clients, and (ii) the costs in time, person-hours and other administrative expense because of Defendants' unlawful attacks. In addition, Sodexo is now suffering and will continue to suffer injury for which it has no adequate remedy at law unless Defendants' activities are enjoined.

SIXTH CLAIM FOR RELIEF

(Tortious Interference with Contractual and Economic Relations) Against Each of the Defendants

314. Sodexo re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

315. Sodexo has valid business contracts, the prospective likelihood of future contracts, and/or legally protected business interests with its clients and business partners. Sodexo has contractual rights pursuant to said contracts and/or business interests as well as the expectation of future contractual rights.

316. Each of the Defendants was fully aware of the existence of these contractual relationships, Sodexo's expectation of future contractual relationships, and/or legally protected business interests.

317. Each of the Defendants intentionally and maliciously induced some or all of Sodexo's clients and business partners identified herein not to perform valid and existing contracts with Sodexo, or to decline to renew, or to decline to enter into future contractual

relationships with Sodexo, or to disregard Sodexo's legally protected business interests. These losses include, but are not limited to, lost contracts with Pamona College; Harris County Hospital District; and school districts in Boston, Massachusetts, Washoe County, Nevada, Carson City, Nevada, Kansas City, Missouri, and Chapel Hill-Carrboro, North Carolina.

318. Defendants had no legal justification whatsoever to induce such clients and business partners not to perform valid and existing contracts with Sodexo, or to decline to enter into future contractual relationships with Sodexo, or to disregard Sodexo's legally protected business interests.

319. The failure of such clients and business partners to perform and/or renew valid and existing contracts with Sodexo, to enter into future contractual relationships with Sodexo, or to disregard Sodexo's legally protected business interests, has caused Sodexo actual damages, including but not limited to lost or reduced sales and distribution, lost or reduced contracts and/or expected contracts. In addition, Sodexo is now suffering and will continue to suffer injury for which it has no adequate remedy at law unless Defendants' activities are enjoined.

PRAYER FOR RELIEF

WHEREFORE, Sodexo prays for relief and judgment against all Defendants, jointly and severally, as follows:

1. Compensatory and consequential damages resulting from injury to Sodexo's business and property in the millions of dollars, such injuries owing to and having been proximately caused by Defendants' unlawful acts under Pub.L.No. 91-452, codified in part at 18 U.S.C. § 1961 *et seq.*, Va. Code § 18.2-499, and the common law, as set forth above and to be further established at trial;
2. Threefold the damages sustained by Sodexo as described above;

3. The costs of this suit (including reasonable attorneys' fees) and post-judgment interest;

4. Exemplary and/or punitive damages under applicable State law for Defendants' intentional, willful, wanton, outrageous or malicious misconduct, characterized by their evil or rancorous motive, ill will and intent to injure Sodexo; or Defendants' gross recklessness or gross negligence evincing a conscious disregard for Sodexo's rights;

5. Equitable relief as might be appropriate pursuant to applicable law, including but not limited to enjoining Defendants from continuing their scheme to extort Sodexo as follows:

a. Enjoining Defendants from continuing to interfere unlawfully with Sodexo's contractual and/or economic business relationships by wrongfully inducing Sodexo's clients to end and/or not renew their contractual and/or business relationships with Sodexo;

b. Enjoining Defendants from continuing to make implicit and explicit threats to harm Sodexo unless and until Sodexo delivers to Defendants the property described herein;

c. Enjoining Defendants from causing, encouraging or directing their employees and/or agents to make violent threats against Sodexo and its employees;

d. Enjoining Defendants from engaging in independent violations of federal, State and local laws with regard to Sodexo's business relations, including but not limited to the violations of the manner and type described in the Complaint;

e. Imposing reasonable restrictions on the future activities and conduct of any of the Defendants;

6. Any other and further relief as the Court deems just and proper.

Dated: March ¹⁷~~8~~, 2011

Respectfully Submitted,

SODEXO, INC.

By:  _____

Attorneys for Plaintiff:

Thomas J. Cawley, Esq. (Va. Bar No. 04612)
Hunton & Williams LLP
1751 Pinnacle Drive
Suite 1700, Tysons Corner
McLean, Virginia 22102
(703) 714-7400
(703) 714-7410 (Fax)
tcawley@hunton.com

Gregory B. Robertson, Esq. (Va. Bar No. 015681)
Kimberlee W. DeWitt, Esq. (Va. Bar No. 47235)
Kurt G. Larkin, Esq. (Va. Bar No. 70730)
Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
(804) 788-8200
(804) 788-8219 (Fax)
grobertson@hunton.com
kdewitt@hunton.com
klarkin@hunton.com

Of Counsel:

G. Robert Blakey, Esq.*
(pro hac motion to be filed)
Notre Dame Law School
326 Eck Hall
P.O. Box 780
Notre Dame, Indiana 46556
(574) 631-5717
(574) 631-4197 Fax
blakey.1@nd.edu

* Notre Dame Law School is cited solely for purposes of address.