

United States for P.I.E.'s French students.

3. ASSE International, Inc. is a California non-profit corporation which provides services to World Heritage in connection with the placement of P.I.E.'s students in the United States.

4. On information and belief, defendant Beddick is a resident of Forsyth County, North Carolina, residing at 3890 Lakeview Drive, Pfafftown, North Carolina 27040. Until August 9, 2007, Beddick worked for ASSE as the Administrator of its Language and Cultural Enrichment/Culture and Cultural Events program (the "LCE/CCE Program") in Greensboro, North Carolina, a program attended by some of P.I.E.'s students.

5. On information and belief, defendant Grijalva is a resident of the State of California; she operates and controls the Committee for Safety of Foreign Exchange Students ("CSFES"), a California non-profit corporation with the purported mission to protect foreign exchange students residing in the United States. This court has personal jurisdiction over Grijalva pursuant to N.C.G.S.A. § 1-75.4(3) and (4).

6. Many of the French students P.I.E. sends to the United States participate in two programs during their time abroad, an initial language and/or culture program (such as ASSE's LCE/CCE Program), which enables the students to improve their English language skills and gradually acclimate themselves to living in America, and attendance at an American high school. The two programs are ordinarily at different locations (usually even different states) and involve placement with different host families.

7. P.I.E. agreed to have twelve French high school students attend the Greensboro LCE/CCE Program in the summer of 2007, in anticipation of their subsequent enrollment in high schools elsewhere in the United States. World Heritage arranged for the placement of these students

with host families in the Greensboro area while they attended the LCE/CCE Program.

8. On information and belief, Beddick was the Program Administrator for the LCE/CCE Program when the students arrived from France in late July. However, she served in this position for only a few weeks, and on or about August 9, 2007, ASSE terminated its relationship with Beddick for cause.

9. On information and belief, shortly after ASSE terminated Beddick's employment, Beddick contacted Grijalva, and Beddick and Grijalva agreed that Beddick would provide Grijalva with information about the North Carolina LCE/CCE Program and the student exchange organizations using it, and Grijalva and Beddick would disseminate that information to parents of students in attendance and others.

10. On information and belief, the purpose and intent of the agreement between Beddick and Grijalva is to damage the Greensboro LCE/CCE Program and the reputations of the student exchange organizations whose students participate in it, including P.I.E., and to interfere with the relationships between the student exchange organizations and their students and families.

11. On information and belief, Beddick and Grijalva agreed that Beddick would provide certain confidential information to Grijalva, including identities and addresses of students attending the Greensboro Program and their families, in violation of Beddick's contractual obligations to ASSE and industry standards and practices.

12. On information and belief, pursuant to their common scheme, Beddick provided false and misleading information to Grijalva about the Greensboro LCE/CCE Program, the experiences of P.I.E. students in attendance and about P.I.E. Using e-mail addresses provided by Beddick, Grijalva disseminated this and other information Grijalva knew to be false and misleading to P.I.E. students

in North Carolina and to their parents in France.

13. By e-mail and the CSFES web site, Grijalva has also communicated the false and misleading information received from Beddick and other false and misleading information about P.I.E., its affiliates and its students in the United States to French authorities in France and the United States, to the United States Department of State, to other exchange students and their families and generally throughout the world.

14. Among other things, the information being disseminated by Grijalva and Beddick falsely suggests that P.I.E. and its American affiliates are violating State Department regulations with respect to exchange student placements and that the safety of P.I.E. students in the United States is in jeopardy.

15. Three of P.I.E.'s students who attended the Greensboro LCE/CCE Program have been particular objects of defendants' interference:

a. To the parents of one student, Beddick and Grijalva sent several e-mails criticizing the LCE/CCE Program and the exchange organizations affiliated with it. In one communication Grijalva falsely claimed that "all too often students are placed in the homes of convicted felons and registered sex offenders." The parents forwarded the e-mails to P.I.E. The mother told P.I.E.'s representative that she was so upset by the information that she was having difficulty sleeping, and the father raised the possibility of legal action.

b. The family of another student received an e-mail from the French consulate stating that Grijalva had contacted the consulate to complain that their daughter had not yet been placed in a high school. The family then complained to P.I.E. In fact, on information and belief, the daughter's placement had been delayed because Beddick had initially placed the student in a school

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Form signed by Dr. Paschal

for which she was not eligible under the applicable school district rules, which it was Beddick's job to know.

c. World Heritage had arranged for a permanent placement for the third student with a host family and a school in Missouri following the Greensboro LCE/CCE Program. On information and belief, Beddick attempted to persuade the student not to go. The student was extremely upset and went reluctantly. However, Beddick and Grijalva have continued to contact her in Missouri. In an e-mail sent September 15, Grijalva, using her title as Director of the Committee for Safety of Foreign Exchange Students, told the student that "P.I.E. France is not interested in the safety and welfare of its students." This is absolutely false.

16. On information and belief, the dissemination of false and misleading information by Grijalva and Beddick pursuant to their common scheme has caused great anxiety and distress on the part of P.I.E. students attending the LCE/CCE Program in Greensboro and their families in France, and has caused incalculable damage to P.I.E.'s reputation in North Carolina and throughout the world.

17. Pursuant to their common scheme, Beddick and Grijalva are continuing to distribute false and misleading information about P.I.E. and the experiences of P.I.E.'s students in the United States to students and their families throughout the world, to French authorities and to the United States Department of State, causing continuing and irreparable injury to P.I.E.

18. Both defendants have substantial contacts with the State of North Carolina. On information and belief, Beddick resides in North Carolina, and Grijalva has purposefully taken actions affecting, and directed communications to, persons within the State with the intent to cause harm to P.I.E.'s relationships and reputation in North Carolina.

**FIRST CLAIM FOR RELIEF
(Defamation)**

19. Plaintiff realleges the foregoing paragraphs as though fully set forth herein.

20. As set forth above, defendants have made false and defamatory statements, in writing, of or concerning P.I.E. and its subcontractors, including but not limited to the statements that “P.I.E. France is not interested in the safety and welfare of its students” and that “all too often students are placed in the homes of convicted felons and registered sex offenders.”

21. Defendants’ false and defamatory statements impugn P.I.E. in its business by accusing it of endangering its students and are of such nature that they tend to disgrace and degrade P.I.E., hold P.I.E. up to public hatred and cause it to be shunned and avoided. Such statements constitute defamation *per se*.

22. Defendants made these false and defamatory statements with knowledge of their falsity or with reckless disregard of whether they were false or not.

23. Defendants have communicated these false and defamatory statements, by e-mail and other means, to third parties, including P.I.E. students in North Carolina, their families and others.

24. As a direct and proximate result of defendants’ false and defamatory communications, P.I.E. has suffered and will continue to suffer irreparable damage to its business and reputation, such damages being to a great extent immeasurable and incalculable.

**SECOND CLAIM FOR RELIEF
(Civil Conspiracy)**

25. Plaintiff realleges the foregoing paragraphs as though fully set forth herein.

26. As alleged above, defendants entered into a common scheme and agreement to

disseminate false and defamatory information concerning plaintiff to existing and prospective clients of plaintiff with the design and intent of damaging plaintiff's business.

27. Defendants' dissemination of false and misleading information about P.I.E.'s programs and students pursuant to their common scheme was unlawful and was accomplished through unlawful means, including the disclosure and use of confidential information in violation of Beddick's agreement with ASSE.

28. As a direct and proximate result of defendants' actions pursuant to their unlawful agreement, P.I.E. has suffered and will continue to suffer irreparable damage to its reputation and relationships in North Carolina and elsewhere, such damages being to a great extent immeasurable and incalculable.

**THIRD CLAIM FOR RELIEF
(Interference with Business Relations)**

29. Plaintiff realleges the foregoing paragraphs as though fully set forth herein.

30. P.I.E. has devoted great effort, time and resources to developing and maintaining relationships and goodwill with its students and their families and, through its American agent World Heritage, with host families and educational programs in the United States, including families and the LPC/CCE Program in Greensboro, North Carolina. Based on its efforts, plaintiff has a reasonable expectation that it will enter into additional contracts and business relationships with clients in the future.

31. At all times referred to herein, Beddick and Grijalva were aware of P.I.E.'s relationships with its students and their families and with host families and educational programs in North Carolina communities and elsewhere.

32. Beddick and Grijalva have wrongfully interfered, and are continuing to interfere, with P.I.E.'s relationships by sending false and misleading information to students in North Carolina, to their families and to countless others, with the intent to induce others not to enter into contracts or otherwise do business with plaintiff.

33. Beddick and Grijalva have acted, and continue to act, without justification and with malice.

34. Defendants' wrongful actions have seriously undermined, and continue to undermine, P.I.E.'s standing and goodwill, and its ability to carry out its business, in North Carolina and elsewhere.

35. As a direct and proximate result of defendants' continuing interference with P.I.E.'s relationships, P.I.E. has suffered and will continue to suffer irreparable damage, such damages being to a great extent immeasurable and incalculable.

**FOURTH CLAIM FOR RELIEF
(Interference with Contract)**

36. Plaintiff realleges the foregoing paragraphs as though fully set forth herein.

37. Families of P.I.E.'s students have entered into valid and binding contracts with P.I.E. to arrange student exchange programs for their children in the United States for the 2007-08 school year.

38. With knowledge of the contracts with P.I.E., and without justification, defendants Beddick and Grijalva have disseminated false and misleading information about P.I.E.'s programs and the safety of its students to Giacomi and Martin and their families with the intent to interfere with the families' contracts with P.I.E. and bring about the termination of these contracts.

39. Certain of the parents of the students who have come to North Carolina from France have indicated an intent to terminate their contracts with P.I.E. Termination of a parent contract on the basis of safety concerns would cause grave harm to P.I.E.'s reputation as a responsible organizer of educational exchange programs for high school students.

40. As a direct and proximate result of defendants' continuing interference with P.I.E.'s contracts, P.I.E. has suffered and will continue to suffer irreparable damage, such damages being to a great extent immeasurable and incalculable.

MOTION FOR TEMPORARY RESTRAINING ORDER,
EXPEDITED DISCOVERY
AND PRELIMINARY INJUNCTION

41. Plaintiff hereby incorporates the preceding paragraphs as if fully set forth herein.

42. Based on the preceding allegations, plaintiff moves, pursuant to N.C. R. Civ. P. 65(b), for a Temporary Restraining Order barring defendants and those persons acting under their control or in concert with them from having any contact, orally, electronically or in writing, with P.I.E.-sponsored students, their natural families and American host families, and with the educational programs and schools in which they are placed.

43. Based on the preceding allegations, plaintiff moves, pursuant to N.C. R. Civ. P. 65(a), for a Preliminary Injunction and a no-contact order pending a final trial on the merits, enjoining defendants and those persons acting under their control or in concert with them from having any contact, orally, electronically or in writing, with P.I.E.-sponsored students, their natural families and American host families, and with the educational programs and schools in which they are placed.

44. Based on the preceding allegations, plaintiff moves, pursuant to N.C. R. Civ. P. 30 and 34, for an Order requiring that defendants provide the following expedited discovery:

a. That defendant Beddick appear for a deposition upon oral examination at the offices of Elliot Pishko Morgan P.A, 426 Old Salem Road, Winston-Salem, North Carolina 27101-5283, on October 1, 2007 at 10:00 a.m.;

b. That defendant Grijalva appear for a deposition upon oral examination at a location in California to be determined, but reasonably accessible to her, on October 2, 2007 at 10:00 a.m.;

c. That defendants produce the following documents at the offices of Elliot Pishko Morgan P.A, 426 Old Salem Road, Winston-Salem, North Carolina 27101-5283, on or before September 28, 2007:

i. All e-mails and other documents reflecting communications between defendants during the period August 9, 2007 and the present;

ii. All e-mails and other documents reflecting communications, during the period August 9, 2007 and the present, between or among defendants, or either of them, and exchange students, their natural parents, American host families, schools and/or diplomatic officials, relating to P.I.E.;

iii. All e-mails and other documents reflecting communications, during the period August 9, 2007 and the present, between or among defendants, or either of them, and exchange students, their natural parents, American host families, schools and/or diplomatic officials, regarding foreign exchange students.

45. In support thereof, plaintiff attaches hereto as Exhibit A the Affidavit of Laurent Bachelot, Director of P.I.E. (with attachments).

46. No adequate relief other than injunctive relief is truly available, and no adequate

remedy at law is truly available to plaintiffs. Unless enjoined, defendants' wrongful and unreasonable conduct will cause further permanent and irreparable injury to plaintiff.

PRAYER FOR RELIEF

WHEREFORE, plaintiff P.I.E. respectfully requests the following relief:

1. That the Court enter a Temporary Restraining Order barring defendants and those persons acting under their control or in concert with them from having any contact with P.I.E.-sponsored students, their natural families and American host families, and with the educational programs and schools in which they are placed;
2. That the Court order defendants to provide expedited discovery as set forth above;
3. That the Court, both preliminarily and permanently, enjoin defendants, their agents, servants, and all others acting in concert with them, from having any further contact with P.I.E.-sponsored students, their natural families and American host families, and with the educational programs and schools in which they are placed;
4. That the Court, both preliminarily and permanently, order defendants and all others acting in concert with them from disseminating false and misleading information about P.I.E., its students, or P.I.E.'s agents Worldwide Heritage and ASSE.
5. That P.I.E. be awarded money damages in an amount to be determined at trial; and

