

**IN THE CIRCUIT COURT
OF THE NINTH JUDICIAL
CIRCUIT
IN AND FOR ORANGE
COUNTY, FLORIDA**

WAL-MART STORES, INC., et al.,
Plaintiffs,

vs.

UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION, et al.,
Defendants.

Case No. 2013-CA-004293-O
Div. No. 32

FINAL SUMMARY JUDGMENT

The Court, having considered the parties' briefing and evidence in connection with the parties' summary judgment motions, including the affidavits and evidence Plaintiffs Wal-Mart Stores, Inc., Wal-Mart Stores East, L.P., and Sam's East, Inc. (collectively "Walmart") submitted in support of its Motion for Temporary Injunction, which this Court granted on November 22, 2013, and following the presentation of arguments by both parties on February 12, 2015, and upon determining that Plaintiffs' Motion for Summary Judgment should be granted and Defendants' Motion for Summary Judgment should be denied, this Court enters this Final Summary Judgment granting declaratory judgment and a permanent injunction in

Walmart's favor based upon the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. Walmart operates over 300 retail stores and facilities throughout Florida in multiple formats, including discount stores, Supercenters, and Sam's Clubs. (11/11/13 Aff. Withrow ¶¶ 4, 5; 11/22/13 Temporary Injunction ("TI") Order ¶ 1.)

2. Walmart's invitation to its customers is solely to patronize its stores and purchase merchandise, not to congregate, meet friends, give speeches, perform dance numbers, or linger on the premises. Specifically, Walmart stores have spaces to allow customer flow, shopping, navigation, and merchandise stocking, not public demonstrations or events. The entrance and exit areas at the Walmart stores are also designed to encourage the free flow of persons coming into the store to shop and are not designed to encourage people to congregate in those areas or engage in public demonstrations. Walmart does not allow any group to engage in non-shopping, non-business-related demonstrations on its private property. (Ex. B-C to 3d Am. Compl.; Deposition of Peter Diaz ("Dep. P. Diaz") 154:1-156:10; Deposition of Daniel Schlademan ("Dep. Schlademan") 200:9-14; TI Hr'g Ex. 23.)

3. Defendant United Food and Commercial Workers Union, International (“UFCW”) is a national labor organization whose stated mission is to represent grocery, retail, meat packing, and food processing workers. Defendant Organization United for Respect at Walmart (“OURWalmart”) is a labor organization under the National Labor Relations Act and a subsidiary of the UFCW. (Answer to 3d Am. Compl. (“Ans.”) ¶¶ 11-12.)

4. OURWalmart’s members and followers include individuals who do not work at Walmart. (Dep. Schlademan 206:4-207:12.) UFCW and OURWalmart expressly disclaim any intent to have Walmart recognize or bargain with the UFCW or OURWalmart as the representative of Walmart associates. (*Id.* at 40:14-17; TI Hr’g Exs. 15 & 16.)

5. Defendants Alan Hanson and Angela Williamson are employees of the UFCW. (Ans. ¶¶ 14, 17.) Defendant Alex Rivera is an agent of the UFCW/OURWalmart for purposes of his involvement in this case. (Ans. ¶ 15; Dep. Schlademan 140:3-141:18.)

6. Defendant Central Florida Jobs With Justice (“CFJWJ”) is a coalition of labor unions, faith groups, community organizations, and student activists. (Deposition of Denise Diaz (“Dep. D. Diaz”) 45:9-16.) Defendant Denise Diaz is the Director of CFJWJ. (Ans. ¶ 16.)

7. Walmart is seeking injunctive and declaratory relief against only third parties who do not work for Walmart. (Ans. ¶ 8.)

8. On October 14, 2011, October 8, 2012, November 15, 2012, and April 4, 2013, Walmart gave formal, written notice to the UFCW and OURWalmart, through their counsel, that the UFCW and OURWalmart, their non-associate officers and directors, employees, and agents, UFCW Locals, and third-party supporters (collectively referred to as “Defendants” herein), are not authorized or permitted to come onto Walmart’s private property to engage in any activity other than shopping, including such disruptive activities as picketing, patrolling, parading, “flash mobs,” mass demonstrations, handbilling, solicitation, customer disruptions, and manager confrontations. Those notices informed Defendants that any privilege or license they thought they had to enter onto Walmart’s private property for the purpose of engaging in any activity other than shopping had been revoked. (3d Am. Compl. ¶ 35 & Exs. B-C.)

9. Despite Walmart’s written notices and oral on-site demands that they stop, Defendants have repeatedly entered onto Walmart’s private property in Florida—without any permission or authorization—and engaged in some form of demonstration during normal business hours, with activity ranging from a handful of individuals trespassing onto Walmart’s private

property to mass demonstrations at its stores. Defendants have planned, coordinated, funded, conducted, and/or personally participated in at least 20 demonstrations on Walmart's private property. These demonstrations have lasted anywhere from 15 to 20 minutes to over an hour (or more). (Ans. ¶¶ 21-33, 37-51; TI Order ¶¶ 2-4; *infra* at ¶ 16; all affidavits entered into the record at TI hearing, Tr. 34:7-21.)

10. Defendants' demonstrations occurred in the immediate vicinity of customers who are shopping for or purchasing Walmart merchandise and Walmart employees and business invitees who are working. As a result of Defendants' demonstrations, Walmart has been disturbed in the safety, shopping experience, and work environment that it can provide to its customers and employees working and shopping in its stores. (*E.g.*, TI Hr'g 73:7-18 (T. Peterson); TI Ex. 25 (video clips submitted at TI hearing); TI Order ¶ 5.)

11. Defendants' demonstrations caused an extremely loud, distracting and tense environment. (*E.g.*, Aff. Young ¶ 8; Aff. Cox ¶ 19; Aff. Riley ¶ 13; Aff. Suarez ¶ 8; 11/7/12 Aff. Finch ¶¶ 7-9, 10; 2/22/13 Aff. Finch ¶¶ 32, 38.) During their demonstrations, Defendants blocked customer access at various times to shopping and service areas inside Walmart stores. (*E.g.*, 2/22/13 Aff. Finch ¶ 26; TI Hr'g Ex. 25 (video of 11/22/12

demonstration at Store 908); TI Hr’g 68:11-69:6, 112:1-13; Aff. Shannon ¶ 10.) Defendants also caused shoppers to stop and focus at various times on the demonstrators’ conduct and noise instead of shopping. (*E.g.*, Aff. Suarez ¶ 18; 11/7/12 Aff. Finch ¶¶ 3, 4; Aff. Gray ¶ 6; Aff. Young ¶¶ 6, 10; Aff. Stroud ¶ 5, TI Hr’g 52:15-53:12 (T. Peterson).) Defendants marched en masse, chanted loudly, carried flags, played anti-Walmart videos on the exterior walls of Walmart stores, littered, banged on drums, played loud music, and used bullhorns or megaphones. (*E.g.*, Aff. Santizo ¶ 7; Aff. Young ¶ 4; Aff. Colon ¶¶ 10, 16; Aff. Suarez ¶ 22; Ans. ¶ 48; TI Hr’g Ex. 25 (video clips); Aff. Cox ¶ 19; 2/22/13 Aff. Finch ¶ 7.) They videotaped their demonstrations on Walmart’s private property without permission. (*E.g.*, 11/7/12 Aff. Finch ¶ 12; Aff. Suarez ¶ 11; Aff. Riley ¶¶ 6, 7.) Shoppers looked at the demonstrators, abandoned their carts, and left the store. (*E.g.*, Aff. Cox ¶ 22; Aff. Young ¶¶ 10, 11.) Demonstrators yelled at customers. (*E.g.*, TI Hr’g 100:16-104:5 (T. Peterson); Aff. Suarez ¶ 9; Aff. Young ¶ 7.)

12. Defendants’ demonstrations also interfered with Walmart associates’ ability to serve customers, as demonstrators attempted to give associates handbills and talk to them about Defendants’ organizations on the sales floor. (*E.g.*, Ans. ¶¶ 21, 49; 11/7/12 Aff. Finch ¶ 3; Aff. Galdon ¶¶ 3, 4; Aff. Stroud ¶ 8; Aff. Colon ¶ 4.)

13. Defendants' demonstrations in Walmart's parking lots and sidewalk areas interfered with vehicle and pedestrian traffic as customers entered and exited the store and parking lot. (*E.g.*, Aff. Suarez ¶¶ 6, 12 & Ex. B; Aff. Santizo ¶¶ 7, 9, 13-16 & Ex. A; TI Hr'g 60:2-20; 2/22/13 Aff. Finch ¶¶ 63-71, 77; Deposition of Kevin Blair ("Dep. Blair") 181:3-182:9 & Ex. 19 ("2012-11-22" video clips of demonstrations at Walmart stores in Texas).) Defendants also planned and conducted a demonstration that blocked a major intersection on State Route 50 by a Walmart store in Orlando, causing a traffic jam on State Route 50 and in Walmart's parking lot and preventing Walmart customers from entering and exiting Walmart's parking lot. (Dep. P. Diaz 82:2-90:9, 97:11-100:7; TI Hr'g Ex. 25 (video of 9/5/13 demonstration); 9/18/13 Aff. Luffy ¶¶ 5, 6, 8.)

14. Walmart managers received customer complaints about Defendants' conduct. (*E.g.*, Aff. Suarez ¶ 19; Aff. Luffy ¶ 8.) Defendants' demonstrations also pulled Walmart managers away from their normal duties and required them to monitor the crowd of demonstrators' behavior and clean up after them. (*E.g.*, Aff. Colon ¶ 24; Aff. Young ¶¶ 12, 13; 2/22/13 Aff. Finch ¶¶ 16-17, 43, 49; TI Hr'g 70:11-22 and 72:25-74:1 (T. Peterson); TI Order ¶ 5.) Moreover, there were also increased security risks due to the proximity of customers and managers to demonstrators, some of

whom became aggressive when confronted. (*E.g.*, TI Hr'g Ex. 25 (video of 10/30/12 demonstration); Aff. Young ¶ 7; Aff. Colon ¶ 4; 3/14/13 Aff. Wilson ¶¶ 15-16; 11/7/12 Aff. Finch ¶ 8; Aff. Riley ¶ 13; Aff. Suarez ¶ 9.)

15. Although local law enforcement responded to many of Defendants' demonstrations in Florida, their presence did not prevent Defendants' trespasses, the disruption to customers shopping and Walmart's business operations, and Defendants' blocking or interference with ingress and egress. (*E.g.*, TI Hr'g 119:20-120:22 (T. Peterson); Aff. Cox ¶¶ 17-18.) Often times, law enforcement arrived at the store after Defendants were already conducting their demonstration. (*E.g.*, Aff. Young ¶ 8; Aff. Suarez ¶ 13; 11/7/12 Aff. Finch ¶¶ 11, 15; 2/22/13 Aff. Finch ¶ 35.) And even when law enforcement ejected Defendants from Walmart's private property or issued formal trespass warnings, Defendants simply returned later to conduct additional demonstrations on Walmart's private property. (TI Hr'g Exs. 1, 32-35; Ans. ¶¶ 21-33, 37-51.)

16. Numerous times during the demonstrations described above, Walmart's on-site managers and police officers asked the demonstrators to leave Walmart's private property, which requests were ignored. (*E.g.*, Ans. ¶ 34; TI Hr'g Exs. 1, 32-35; TI Hr'g Ex. 25 (video clips of 10/30/12 and 11/22/12 demonstrations); 3/14/13 Aff. Wilson ¶¶ 6-7; Aff. Cox ¶ 16;

11/7/12 Finch Aff. ¶ 5; 2/22/13 Aff. Finch ¶ 12.) Indeed, Defendants instruct their demonstrators that, if a police officer or manager tells them to leave, they should refer the officer or manager to the “action lead,” who will then address the issue with the police officer or manager. Even if a police officer continues to tell demonstrators to leave, Defendants’ instructions state, the action lead should call the UFCW attorney for guidance. Demonstrators are told to leave only when “the officer nevertheless threatens to arrest you.” According to Defendants, a demonstrator is not trespassing “unless a manager with the appropriate authority orders you to leave and you refuse. If you leave when ordered, you have not trespassed.” Even then, demonstrators are encouraged to require verification from law enforcement that the manager instructing them to leave has the “required authority.” (Ex. 10 to Dep. Schlademan.)

17. Defendants have stipulated that, absent an injunction, it is the intent of Defendants to commit similar demonstrations on and around Walmart’s private property in Florida. They have promised that, absent an injunction, it is their intent to continue to hold demonstrations inside Walmart stores and on the parking lots and sidewalks adjacent to Walmart stores and facilities, including parades, rallies, picketing, song and dance routines by cash registers, handbilling, and manager confrontations. (4/24/14

Hr'g Tr. 48:13-23; Dep. Blair 166:13-167:15; Dep. P. Diaz 138:14-17; TI Hr'g Exs. 27 & 28.)

18. "Walmart's private property" means (i) the area inside its retail stores and other facilities in Florida; and (ii) the apron sidewalks, parking lots, and other areas on any parcel of property in Florida that Walmart controls as owner or lessee. (Aff. Withrow ¶¶ 6-7.)

19. At a few stores or other facilities located within a shopping center or building that contains other retail shops or businesses, Walmart has granted reciprocal cross-easements over portions of its parking lot and sidewalk areas (which it owns or controls as lessee) to provide access to those shops and businesses' customers and employees for the purpose of shopping and conducting business at those establishments. (*E.g.*, Defs.' Opp'n to Walmart's Mot. for Summ. J., at p. 14; Defs.' Mot. for Summ. J., Ex. 7 at ¶ 1(B), Ex. 60 at § 2(a), Ex. 62 at § 2.1, Ex. 72 at 1.)

CONCLUSIONS OF LAW

20. Defendants engaged in multiple disruptive demonstrations on private property in the possession and control of Walmart, and threaten to do so again, interfering with Walmart's use and enjoyment of its private property and the conduct of its business operations.

21. Walmart has lawful possession and control of the interior of its stores and other facilities in the State of Florida as property owner or lessee with the right to exclude. (Defs.' Opp'n to Walmart's Mot. for Summ. J., at 3 n.2.) Walmart has lawful possession and control of its adjacent apron sidewalk areas and parking lots in the State of Florida with the right to exclude where Walmart owns or leases the apron sidewalk area and parking lot. (*Id.*; Aff. Withrow ¶ 7 & Ex. 1; *Kaiser Aetna v. U.S.*, 444 U.S. 164, 179-80 (1979); *Morales v. State*, 407 So. 2d 321, 326 n.4 (Fla. 3d DCA 1981).)

22. Each of Defendants' entries onto Walmart's private property following Walmart's oral and written notices to Defendants revoking any privilege that they thought they had to enter onto Walmart's private property for purposes other than shopping constitutes a trespass under Florida law, and the number of such unauthorized entries by Defendants amounts to a continuing trespass enjoined under Florida law. *See* Fla. Stat. § 810.09; *Guin v. City of Riviera Beach*, 388 So. 2d 604, 606 (Fla. 4th DCA 1986);

Overstreet v. Lamb, 128 So. 2d 897, 900-01 (Fla. 1st DCA 1961); *Town of Surfside v. Cnty. Line Land Co.*, 340 So. 2d 1287, 1289 (Fla. 3d DCA 1977); 29 Fla. Jur.2d *Injunctions* §§ 16, 53.

23. Under Florida law, Walmart retains the right to exclude trespassers from property it owns or leases even where it grants specific business-use easements or rights-of way to neighboring tenants in a shopping center. *See Platt v. Pietras*, 382 So. 2d 414, 416 (Fla. 5th DCA 1980). Beyond the easement holder's right to use the easement in accordance with its terms, Walmart, as the owner or lessee of the tract of land, has the right to exclude others from its land to protect itself from trespass. *See, e.g., id.*; *Grygiel v. Monches Fish & Game Club, Inc.*, 787 N.W.2d 6, 18 (Wis. 2010); *Picardi v. Zimmiond*, 693 N.W.2d 656, 663 (S.D. 2005). "The existence of an easement does not justify an entry by a trespassing third party." 75 Am. Jur.2d *Trespass* § 63 (2014). Indeed, a trespass occurs where use of the easements over Walmart's parking lots and sidewalks is for other than their intended purpose, *e.g.*, to provide access to other retail establishments. *See, e.g., Tice v. Herring*, 717 So. 2d 181, 182 (Fla. 1st DCA 1998); *Devon-Aire Villas Homeowners Ass'n v. Americable Assocs., Ltd.*, 490 So. 2d 60, 61 (Fla. 3d DCA 1985). "One whose presence on land is pursuant to a consent which is restricted to conduct of a certain

sort, is a trespasser if he intentionally conducts himself in a different manner....” RESTATEMENT (SECOND) OF TORTS § 168 (1965).

24. Walmart’s private property in Florida is not a public forum subject to First Amendment protections. *See Shevin v. Sunbeam Television Corp.*, 351 So. 2d 723, 727 (Fla. 1977); *Lloyd Corp. v. Tanner*, 407 U.S. 551, 565 (1972). Walmart has the right to operate its stores and other facilities free from the illegal conduct of others and thus to exclude those who engage in such conduct; thus, Walmart has the right to extend a limited invitation to shop to the public on a nondiscriminatory basis (which it has done) and to prohibit a person from exercising in its store or on its private property what would be a protected right of free speech if asserted on a public sidewalk. *See Corn v. State*, 332 So. 2d 4, 8 (Fla. 1976); *State v. Woods*, 624 So. 2d 739, 740 (Fla. 5th DCA 1993); *see also Culhane v. State*, 668 S.W.2d 24, 26-27 (Ark. 1984).

25. Defendants’ blocking or interference with vehicle and pedestrian traffic in parking lots and on sidewalk areas adjacent to Walmart stores in Florida, at which Walmart leases only the building but has a nonexclusive right to use the adjacent parking lot and sidewalk area (TI Hr’g 132:3-10 (T. Peterson)), constitutes an enjoined private nuisance. Such conduct was unreasonable and abnormal and (i) caused annoyance,

discomfort, and/or inconvenience to Walmart customers in and around those areas adjacent to Walmart stores in Florida, and (ii) interfered with Walmart's enjoyment of its property rights. *See* Fla. Stat. § 823.01; *Shamhart v. Morrison Cafeteria Co.*, 32 So. 2d 727, 728 (Fla. 1947); *Town of Surfside v. Cnty. Line Land Co.*, 340 So. 2d 1287, 1289 (Fla. 3d DCA 1977); *Durrance v. Sanders*, 329 So. 2d 26, 29 (Fla. 1st DCA 1976).

26. Defendants' blocking or interference with vehicle traffic on public roadways adjacent to Walmart stores also constitutes an enjoined nuisance to the extent it blocks or interferes with Walmart customers attempting to turn into or exit parking lots and driveways adjacent to Walmart stores. Such blocking or interference constitutes a "special injury" for purposes of Florida nuisance law, different in kind to the injury suffered by the public at large. *Shamhart*, 32 So. 2d at 728; 38 Fla. Jur.2d *Nuisance* § 92; RESTATEMENT (SECOND) OF TORTS § 821C.

27. Having prevailed on the merits of its trespass and nuisance claim, Walmart must establish the following to obtain a permanent injunction: (i) the unavailability of an adequate remedy at law; (ii) the likelihood of irreparable harm; and (iii) considerations of the public interest weigh in favor of an injunction. *See Thompson v. Planning Comm'n of City of Jacksonville*, 464 So. 2d 1231, 1236 (Fla. 1st DCA 1985). Walmart has

met each of these requirements.

28. The right to carry on one's lawful business without obstruction is a property right and its protection is a proper object for the granting of an injunction. Absent a permanent injunction, Walmart has no adequate remedy for Defendants' threat of continued trespasses and nuisance conduct which disrupt Walmart's business. *Overstreet*, 128 So. 2d at 901; *Shamhart*, 32 So. 2d at 728.

29. Defendants have threatened similar demonstrations on and adjacent to Walmart's private property in the future, so seeking redress in the courts for each offense at the time it occurs is unduly burdensome, highly impractical, and likely futile. Walmart would have to bring multiple suits in multiple jurisdictions across the State of Florida to address Defendants' continued acts of trespass and nuisance. In the meantime, as Walmart litigated those numerous suits, Defendants would continue to violate Walmart's property rights in Florida. Such a continuing trespass warrants injunctive relief. *Overstreet*, 128 So. 2d at 900-01.

30. It is nearly impossible to determine, in terms of damages, the impact of Defendants' trespassory and nuisance-causing demonstrations on Walmart's business. There is simply no way even to estimate how many Walmart customers have been deterred by the Defendants' illegal activities.

Defendants' demonstrations have damaged Walmart's reputation and goodwill, and that loss of customer goodwill is neither easily calculable nor compensable. Similarly, Walmart has suffered lost sales, but they defy precise calculation. *See Zimmerman v. DCA at Welleby, Inc.*, 505 So.2d 1371, 1372-73 (Fla. 4th DCA 1987); *DeRitis v. AHZ Corp.*, 444 So.2d 93 (Fla. 4th DCA 1984); *Autoskill Inc. v. Nat'l Educ. Support Sys., Inc.*, 994 F.2d 1476, 1498 (10th Cir. 1993); *People v. Anderson*, 137 A.D.2d 259, 271 (N.Y. App. 1988); *eBay, Inc. v. Bidder's Edge, Inc.*, 100 F. Supp.2d 1058, 1066 (N.D. Cal. 2000).

31. Defendants' demonstrations have required Walmart to redirect its security resources, prevented Walmart managers from doing their jobs, and caused a loss of manager productivity due to Walmart's need to monitor Defendants' trespassory activities and attempt to deal with customer concerns. (TI Order ¶ 5.) Irreparable injury, like the injury suffered by Walmart, "is injury of such a nature that it cannot be redressed in a court of law." *Egan v. City of Miami*, 178 So. 132, 133 (Fla. 1938).

32. Defendants' demonstrations have also created a potential for violence. Every act of trespass has the potential for violence if the trespass is a breach of the peace, and acts of repeated trespass arising out of a failure to leave after a proper request, which repeatedly occurred in this case, are

breaches of the peace. *See Sears, Roebuck & Co. v. San Diego Cnty. Dist. Council of Carpenters*, 436 U.S. 180, 202, 207-08, 213 (1978); *Lawson Milk Co. v. Retail Clerks Union Local 698*, 394 N.E.2d 312, 318 (Ohio Ct. App. 1977); *Poole v. State*, 244 Ark. 1222, 1225 (1968). Defendants' loud shouting and chanting and blocking of customer traffic while inside and outside Walmart stores were also a breach of the peace. *See Fla. Stat. § 877.03*. Moreover, absent relief by injunction, Walmart would be forced to engage in self-help to stop Defendants' continued trespasses, which creates a risk of violence. *See Sears*, 436 U.S. at 202, 208, 213, n.*. In Florida, "[all] statutes against trespass are primarily for the protection of the individual property owner, but they are also for the purpose of protecting society against breaches of the peace which might occur if the owner of the property is required to protect his rights by force of arms." *Coleman v. State ex rel. Carver*, 119 Fla. 653, 161 So. 89, 92 (1935).

33. The cumulative effect of the substantial harms wrought by Defendants on Walmart and its business has deprived Walmart of an adequate remedy at law to address Defendants' continued threats to engage in their demonstrations and other non-shopping conduct at Walmart stores in Florida.

34. Greater injury will be inflicted upon Walmart by the denial of

its request for a permanent injunction than will be inflicted upon Defendants by the granting of such relief, as Defendants can conduct lawful non-blocking demonstrations on public property adjacent to Walmart's private property. Defendants have no right to break the law. *See Polk Cnty. v. Mitchell*, 931 So. 2d 922, 926 (Fla. 2d DCA 2006).

35. A permanent injunction is consistent with the public's interest. Florida's public policy favors the rights of private property owners to control access to their premises. *See Snyder v. Bd. of Cnty. Comm'rs of Brevard Cnty.*, 595 So.2d 65, 70 (Fla. 5th DCA 1991). Nor will a permanent injunction interfere with Defendants' right to exercise their First Amendment rights on public property adjacent to Walmart property (Dep. P. Diaz 76:1-23; Dep. Schlademan 85:7-88:25; Dep. Williamson 83:11-18.), as long as those rights are exercised in an orderly manner that does not block ingress and egress. Nor do Defendants claim that their trespassory demonstrations are protected by federal labor law, which they are not. *See Lechmere, Inc. v. NLRB*, 502 U.S. 527, 533-39 (1992).

36. Finally, given that Defendants have publicized instructions to demonstrators that they are not trespassing unless they refuse to leave after a law enforcement officer threatens to arrest them or a manager (with "appropriate authority," as determined by Defendants) orders them to leave,

Walmart is entitled to a declaratory judgment that Defendants commit an act of trespass at the very moment they come onto Walmart's private property for any non-shopping purpose, regardless of whether they are personally or individually told to leave while on-site. *Guin*, 388 So. 2d at 606.

37. This Court rejects Defendants' argument that this court should dismiss Walmart's case because the National Labor Relations Act has jurisdiction of the lawsuit.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED
THAT:**

1. Plaintiff's Motion for Summary Judgment is GRANTED and Defendants' Motion for Summary Judgment is DENIED.

2. Defendants, and their parents, subsidiaries, and affiliates, their non-Walmart associate officers, employees, and agents, and all other non-Walmart associate persons who act in concert with, or on behalf of, or at the direction at control of, Defendants, are enjoined and restrained, directly or indirectly, from:

(a) entering on Walmart's private property in the State of Florida to engage in activities such as picketing, patrolling, parading, demonstrations, chanting, "flash mobs," handbilling, solicitation, customer

disruptions, manager delegations or confrontations, or associate engagement for a non-shopping purpose;

(b) interfering with, obstructing, or blocking Walmart's and its customers' access to, and use of, easements and/or right-of-ways granted to Walmart across or upon apron sidewalks and parking lots adjacent to stores for which Walmart has a "building-only" lease; and

(d) engaging in any nuisance conduct on Walmart's private property which disrupts and/or interferes with Walmart customers' or associates' access to, or ability to move around on or exit, Walmart's private property in the State of Florida.

3. "Walmart's private property" means

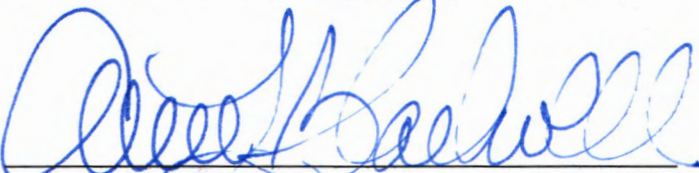
(a) the area inside its retail stores and other facilities in Florida; and

(b) the apron sidewalks, parking lots, and other areas on any parcel of property in Florida that Walmart controls as owner or lessee.

4. "Associate" means a current Walmart employee.

5. Defendants shall immediately post this Judgment on Defendants' websites, Facebook pages, Twitter sites, and any other internet and/or social media outlets under their control or used by Defendants.

DONE in Orlando, Orange County, Florida, this 26th day of March,
2015.



THE HONORABLE ALICE BLACKWELL
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing has been furnished to
counsel of Record via the ePortal on this 26 day of March, 2015.



Judicial Assistant