

particular, show the Court that:

1. South Bend Chocolate Company is the Concessionaire Operator for the Airport Authority under a lease with the Airport Authority that commenced on May 29, 2014 (“Lease”). Under the Lease, South Bend Chocolate Company provides goods and services needed to offer food, beverage, retail and food/beverage vending services in the public areas of the airport terminal building or other permitted areas.

2. During the term of the Lease, South Bend Chocolate Company has made substantial and significant investments in fixtures and equipment needed to provide the food, beverage retail and food/beverage vending services at the South Bend International Airport in an approximate amount of \$1,600,000.00.

3. The Concessionaire Operator agreement and Lease between South Bend Chocolate Company and the Airport Authority terminates on May 31, 2026.

4. On or about September 12, 2025, the Airport Authority solicited a Request for Proposals for the Master Concessionaire at the South Bend International Airport.

5. South Bend Chocolate Company submitted a proposal which includes the following particulars:

Projected revenue growth from the current \$4,300,000 to \$12,900,000 over ten (10) years;

Payment of 18% of revenues from food sales and 15% of retail and vending sales to the Airport Authority with a projected revenue of \$17,000,000 to the Airport Authority;

Increase the per passenger target to \$20-\$22.

6. The South Bend Chocolate Company proposal would result in a projected 400% increase in revenue to the Airport Authority based on the past 10 years under the Lease.

7. South Bend Chocolate Company has invested \$1,600,000.00 in fixtures and equipment and under its proposal was investing a total of \$2,000,000.00.

8. The South Bend Chocolate Company proposal includes an agreement with the University of Notre Dame to open a retail store in the airport with a design and style similar to the Notre Dame Bookstore on the Notre Dame campus and the Notre Dame retail store located in Eddy Street Commons in South Bend. The proposed store at the South Bend International Airport is to be designed by L2 Brands, which is the same company from Philadelphia, Pennsylvania that recently redesigned the bookstore and retail store for the University of Notre Dame. The Notre Dame-theme store proposed for the South Bend International Airport would be named “The Four Horsemen” and would market Notre Dame apparel and goods under a new brand name, “The Four Horsemen”.

9. The airport concessionaire contract was awarded to SkyDine by the Airport Authority at its meeting on February 26, 2026.

10. South Bend Chocolate Company has learned that Airport Authority staff, its director Mike Daigle and certain Airport Authority board members were told before the contract was awarded that SkyDine had entered into an agreement with South Bend Chocolate Company to purchase and market South Bend Chocolate Company product at the South Bend International Airport and at other airports where SkyDine is the concessionaire. Reportedly, Airport Authority staff, Mike Daigle and Airport Authority board members were told that SkyDine had already initiated a purchase from South Bend Chocolate Company.

11. There is no such agreement and such an agreement has not even been discussed between SkyDine and South Bend Chocolate Company.

12. SkyDine has not purchased any product from South Bend Chocolate Company.

13. SkyDine's proposal to the Airport Authority uses South Bend Chocolate Company's brand names and company logos without South Bend Chocolate Company's permission. This unauthorized use of South Bend Chocolate Company's brand names and logos creates a false and misleading impression that SkyDine was working with the South Bend Chocolate Company in SkyDine's proposal to the Airport Authority.

14. The Selection Committee was biased in its consideration of South Bend Chocolate Company's proposal and retaliated against South Bend Chocolate Company for certain incidents reported to the Airport Authority relating to Selection Committee members. Incidents reported during the term of the Lease included numerous incidents of verbal abuse, intimidation, discrimination, and derogatory comments by certain Airport Authority employees to South Bend Chocolate Company's employees, other Airport Authority employees, and employees of other vendors and the presence of a discriminatory, retaliatory and toxic culture created at the South Bend International Airport by certain Airport Authority employees. South Bend Chocolate Company reported the incidents to the Airport Authority as a matter of course in compliance with the Lease, but the discriminatory and retaliatory behavior did not change and persisted throughout the Lease and the Request for Proposals process.

15. The Selection Committee's scoring and evaluation of the Request for Proposals, and the Selection Committee's recommendation to the Airport Authority Board to award the contract to a vendor other than South Bend Chocolate Company, were a direct result of the incident reports and the identification of discriminatory and retaliatory behavior by certain airport staff.

16. The Airport Authority's evaluation of South Bend Chocolate Company's proposal did not consider that South Bend Chocolate Company proposed to add the University of Notre Dame's presence at the airport. South Bend Chocolate Company's proposal to include the University of Notre Dame was not even acknowledged by the Airport Authority's Selection Committee. The Selection Committee's evaluation of South Bend Chocolate Company's proposal did not consider the existing infrastructure that South Bend Chocolate Company has already paid for at the airport. The Selection Committee did not acknowledge the value of retaining South Bend Chocolate Company and its familiarity with the airport's customers, increasing its sales, or the presence of the new renovations and concepts in South Bend Chocolate Company's proposal.

17. Members of the Airport Authority Board were not aware of all of the significant factors in the South Bend Chocolate Company proposal.

18. The Airport Authority Board members were not presented with the proposal submitted by South Bend Chocolate Company. Instead, at the meeting when the decision was made to award the airport concessionaire contract, the Selection Committee presented only their biased summary of the proposals to the Airport Authority Board and the Selection Committee's recommendation of the SkyDine proposal.

19. Some of the Airport Authority Board members were influenced in their decision to award the airport concessionaire contract to SkyDine based on false and misleading representations that SkyDine had entered into an agreement with South Bend Chocolate Company to purchase and market South Bend Chocolate Company product at the South Bend International Airport and at other airports and that SkyDine had already initiated a purchase from

South Bend Chocolate Company. Reportedly, some Airport Authority Board members publically stated that South Bend Chocolate Company was not going to lose significant revenue by not being awarded the airport concessionaire contract because SkyDine was going to purchase and market South Bend Chocolate Company's products nationally as well as at the South Bend International Airport.

20. The Airport Authority has caused significant damage and loss of revenue to South Bend Chocolate Company and its employees, the Airport Authority and the community it serves by allowing Selection Committee members to retaliate against South Bend Chocolate Company in their recommendation for the award of the airport concessionaire contract.

21. The Airport Authority's award of the airport concessionaire contract under the Request for Proposals violates Ind. Code § 5-22-9-7 that requires the award to be made to the offeror whose proposal is the most advantageous to the governmental body. The Selection Committee's recommendation and the Airport Authority Board's contract award did not take into consideration that South Bend Chocolate Company's proposal is the most financially advantageous to the Airport Authority. South Bend Chocolate Company's proposal would pay the Airport Authority 18% of gross revenue from food sales; SkyDine's proposal is to pay only 16% of gross food sales revenue.

22. The Airport Authority's award of the airport concessionaire contract under the Request for Proposals violates the requirement of Ind. Code § 5-22-9-10 that the only factors to be considered in the valuation of proposal are those specified in the request for proposals. The Selection Committee's recommendation and the Airport Authority Board's contract award took into consideration factors not specified in the Request for Proposals. The SkyDine proposal is

based on using two national franchises, Dunkin and Jimmy John's, which is not a factor identified in the Request for Proposals. South Bend Chocolate Company's proposal focuses on local products associated with South Bend as specified in the Request for Proposals, including the new retail store at the Airport to be constructed by the University of Notre Dame to sell Notre Dame-theme goods and apparel.

23. The Airport Authority's award of the airport concessionaire contract under the Request for Proposals further violates the requirement of Ind. Code § 5-22-9-10 that the only factors to be considered in the valuation of proposal are those specified in the request for proposals. The Selection Committee's recommendation and the Airport Authority Board's decision to award the airport concessionaire contract to SkyDine was influenced by the false representations that SkyDine had entered into an agreement with South Bend Chocolate Company to purchase and market South Bend Chocolate Company product in the South Bend International Airport and in other airports and that SkyDine had already initiated a purchase from South Bend Chocolate Company.

24. The Airport Authority's award of the airport concessionaire contract under the Request for Proposals violates the requirement of Ind. Code § 5-22-9-9 that all offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Selection Committee did not give fair and equal treatment to South Bend Chocolate Company. The Selection Committee's recommendation to the Airport Authority Board was biased against South Bend Chocolate Company and South Bend Chocolate Company was not given the same information by the Selection Committee that other vendors who submitted proposals were given.

25. Since the time the airport concessionaire contract was awarded to SkyDine, the Airport Authority has told South Bend Chocolate Company that it must continue under its contract to provide goods and services at the South Bend Airport until 10:00 o'clock p.m. on May 31, 2026 but then it must vacate the leasehold by midnight on June 1, 2026 and that South Bend Chocolate Company leave all of its valuable leasehold improvements at the Airport to be taken over and used by SkyDine.

26. The Airport Authority's determination to award the concessionaire contract to SkyDine causes immediate and future harm to a pecuniary, property, or personal interest of South Bend Chocolate Company by failing to give consideration to South Bend Chocolate Company's proposal that is the most financially advantageous to the Airport Authority, by wrongfully awarding the concessionaire contract to SkyDine based on false and misleading information, by requiring South Bend Chocolate Company to vacate its leasehold at the Airport, and by confiscating South Bend Chocolate Company's valuable leasehold improvements and equipment at the Airport.

27. The Airport Authority has caused significant damage and loss of revenue to South Bend Chocolate Company and its employees, the Airport Authority and the community it serves by denying South Bend Chocolate Company fair consideration in the award of the airport concessionaire contract.

28. There was collusion or constructive fraud between the Airport Authority Selection Committee and the vendor to whom the contract was awarded, SkyDine, to exclude South Bend Chocolate Company from favorable consideration of its proposal.

29. As the result thereof, the contract award is void and should be set aside. Ind. Code § 24-1-2-3; Ind. Code § 24-1-2-4-7.

30. Should the Court find after a trial on the merits that Airport Authority determination to award the airport concessionaire contract in violation of the statutes governing Request for Proposals and that Plaintiffs South Bend Chocolate Company and Mark Turner have been substantially prejudiced by the Airport Authority's determination, the Court should set aside the Airport Authority's determination in accordance with Ind. Code § 5-22-19-4 and remand the determination to the Airport Authority for further proceedings to determine the contract award based on lawful factors under the Request for Proposals.

31. In support of its motion, Plaintiffs South Bend Chocolate Company, Inc. and Mark A. Turner shows the Court that:

A. Unless restrained by this Court, Defendant St. Joseph County Airport Authority will 1) allow SkyDine to take over as airport concessionaire and take over South Bend Chocolate Company's valuable leasehold improvements and equipment at the Airport; 2) terminate South Bend Chocolate Company's airport concessionaire lease and require South Bend Chocolate Company to vacate its leasehold at the South Bend Airport; and 3) require South Bend Chocolate Company to forfeit its leasehold improvements and equipment at the Airport, pending a full hearing and trial on the merits.

B. Such actions by the Defendant St. Joseph County Airport Authority will result in irreparable injury, loss and damage to Plaintiffs South Bend Chocolate Company and Mark Turner as more particularly appears in Plaintiff's Verified Complaint and herein;

C. The issuance of a preliminary injunction herein that allows South Bend Chocolate Company to continue to operate as airport concessionaire at the South Bend Airport pending a trial on the merits will not cause harm or loss to Defendant St. Joseph County Airport Authority because SkyDine's proposal would pay less to the Airport Authority than South Bend Chocolate Company would pay under its proposal;

D. The issuance of a preliminary injunction herein will prevent irreparable injury to Plaintiffs South Bend Chocolate Company and Mark Turner that South Bend Chocolate Company and Mark Turner have no adequate remedy at law to prevent;

E. Issuance of an injunction against Defendant St. Joseph County Airport Authority will serve the public interest because Ind. Code § 5-22-9-7 requires the contract be awarded to the offeror whose proposal is the most advantageous to the governmental body and South Bend Chocolate Company's proposal is the most financially advantageous to the Airport Authority;

F. Issuance of an injunction against Defendant St. Joseph County Airport Authority will further serve the public interest and the interests of equity and justice because the contract award to Skydine is based on false and misleading information that SkyDine was working with the South Bend Chocolate Company in SkyDine's proposal to the Airport Authority;

G. Issuance of an injunction against Defendant St. Joseph County Airport Authority will further serve the public interest and the interests of equity and justice because by allowing the Airport Authority Selection Committee to retaliate against South Bend Chocolate Company in their recommendation for the award of the airport concessionaire contract, the Airport Authority has caused significant damage and loss of revenue not only to South Bend Chocolate Company and its employees, but also to the Airport Authority and the community it serves.

WHEREFORE, Plaintiffs South Bend Chocolate Company, Inc. and Mark A. Tarner move for the issuance of a preliminary injunction enjoining Defendant St. Joseph County Airport Authority and all agents, servants, employees and all persons in active concert and participation with Defendant Airport Authority, pending the final hearing and determination of this action, from:

1. allowing SkyDine to take over as Master Concessionaire at the South Bend International Airport and take over South Bend Chocolate Company's valuable leasehold improvements and equipment at the Airport;
2. terminating South Bend Chocolate Company's airport concessionaire lease and requiring South Bend Chocolate Company to vacate its leasehold at the South Bend Airport; and
3. requiring South Bend Chocolate Company to forfeit its leasehold improvements and equipment at the Airport.

Plaintiffs South Bend Chocolate Company, Inc. and Mark A. Tarner further move for all other just and proper relief.

/s/ James A. Masters

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CERTIFICATE OF SERVICE

The undersigned certifies that service of a true and complete copy of the above and foregoing pleading was made by serving counsel of record through E-service using the IEFS as required by Ind. Trial Rule 5(B) and by E-mail addressed as follows on April 27, 2026:

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/s/ James A. Masters

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