

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

VERIZON NEW YORK, INC.,
TELESECTOR RESOURCES GROUP,
INC., and EMPIRE CITY SUBWAY
COMPANY, LTD.

Plaintiffs,

v.

Joseph Connolly, in his capacity as president of CWA LOCAL 1101 and CWA Local 1101; Edward Luster, in his capacity as president of CWA LOCAL 1102 and CWA Local 1102; Joseph A. Barca, Jr., in his capacity as president of CWA LOCAL 1103 and CWA Local 1103; George Bloom, in his capacity as president of CWA LOCAL 1104 and CWA Local 1104; Keith Edwards, in his capacity as president of CWA LOCAL 1105 and CWA Local 1105; Anthony Caudullo, in his capacity as president of CWA LOCAL 1106 and CWA Local 1106; Tony Caprara, in his capacity as president of CWA LOCAL 1107 and CWA Local 1107; Robert Morrow, in his capacity as president of CWA LOCAL 1108 and CWA Local 1108; Rolando Scott, in his capacity as president of CWA LOCAL 1109 and CWA Local 1109; Sean P. McAvoy, in his capacity as president of CWA LOCAL 1111 and CWA Local 1111; Bill Moak, in her capacity as president of CWA LOCAL 1113 and CWA Local 1113; Thomas Marino, in his capacity as president of CWA LOCAL 1114 and CWA Local 1114; Mike D'Agostino, in his capacity as president of CWA LOCAL 1115 and CWA Local 1115; Gregory Chenez, in his capacity as president of CWA LOCAL 1117 and CWA Local 1117; Gil Carey, in his capacity as president of CWA LOCAL 1118 and CWA Local 1118;

(Kenney, J.)

INDEX NO. 11/109224

**AMENDED
STIPULATION +
ORDER**

So Ordered: 
Hon. Joan M. Kenney
J.S.C.

AMENDED STIPULATION AND ORDER

IT IS HEREBY STIPULATED AND AGREED UPON between the parties that each and every one of the Defendants in this action, their agents, members, servants, consultants, officers, directors, attorneys, affiliates, successors and assigns, and any other individual or entity within their control or supervision and all other persons or entities acting in concert with them or on their behalf or participating with them, are enjoined until further Order of Court from, directly or indirectly:

- a. Interfering with the business activities of Plaintiffs (“Verizon”), its officers, agents, employees, representatives and others having business with Verizon, by threatening, obstructing, intimidating, or harassing;
- b. Engaging in physical violence or vandalism of any nature;
- c. Picketing closer than 15 feet from any entrance to any Verizon facilities in any manner including at picket change times or at any work site of any Verizon employee or contractor performing Verizon work unless the area in front of such entrance does not safely permit such 15 foot distance. In such case, picketing shall be as far back as is safely possible, provided, however, any law enforcement agency, in the interests of public safety, may direct the pickets to locations that place them closer or further than fifteen (15) feet from the facility’s entrance.
- d. Picketers shall be limited in numbers based on the headcount at the site being picketed as follows:
 - i. 1-25 employees at Verizon facility: 6 pickets.
 - ii. 26-50 employees at Verizon facility 10 pickets.
 - iii. 51-100 employees at Verizon facility 15 pickets.

- iv. 101-300 employees at Verizon facility 30 pickets.
- v. 301-500 employees at Verizon facility 50 pickets.
- vi. 501-700 employees at Verizon facility 65 pickets
- vii. 701-900 employees at Verizon facility 75 pickets.
- viii. 901-1100 employees at Verizon facility 100 pickets.
- ix. 1101 or more employees at Verizon facility 150 pickets,

provided that any law enforcement agency in the interests of public safety may modify the number of pickets at any location.

- e. Loitering, grouping or congregating in any manner at any location within 15 yards of Verizon's premises, or at any worksite of any Verizon employee or contractor performing Company work;
- f. Entering inside of or remaining inside of Verizon's property or premises for any reason other than performing their duties as employees of Verizon pursuant to the direction of Verizon;
- g. Blocking or hindering, in any manner whatsoever, including patrolling, walking, standing or lying in entrance(s) to Verizon's facilities throughout the State of New York, to prevent ingress or egress, or otherwise blocking the flow of traffic in front of and entering and leaving Verizon's facilities throughout the State of New York;
- h. Dropping, placing, throwing, spreading or otherwise causing nails, glass, cinder blocks, spikes or other objects or debris to be strewn in, on or about Verizon's driveways, parking lots, entrances, exits, and adjoining roads to Verizon's facilities throughout the State of New York;

- i. Nothing herein shall be deemed to prohibit lawful ambulatory picketing at a Verizon worksite, that is, for example, picketing at a Verizon customer site, a manhole, utility pole, crossbox, so long as no more than 5 persons are engaged in such activity at any one location and, further, so long as such ambulatory picketers do not trail or follow within 15 yards of any vehicle covered by this Stipulation and Order. Provided further, in no instance may lawful ambulatory picketing occur within 15 feet of a Verizon worksite.
- j. Instigating or inducing others to do any one or more of the foregoing acts; and
- k. The terms of this Stipulation and Order shall apply throughout the State of New York.

IT IS FURTHER STIPULATED AND AGREED THAT:

- a. This Court will retain jurisdiction over this matter to determine whether this Order has been obeyed. Plaintiffs' motion by order to show cause for a preliminary injunction is hereby deemed withdrawn without prejudice to renewal. This Stipulation and Order shall remain in effect for 6 months, however, either party, upon forty-eight (48) hours notice to all parties, may petition the court for an Order to modify, amend or dissolve this Stipulation and Order, with any hearing necessitated by such request being held within five (5) days after such request by either party.
- b. By executing this Stipulation and Order, no party waives, and each party specifically preserves any and all rights, defenses and arguments that may be raised during future labor disputes not involving the current collective bargaining

negotiations. Moreover, no party waives any rights it may possess to argue in favor of or against the appropriateness of the Stipulation and Order entered by this Court in any such future disputes.

- c. Defendants shall have an indefinite extension of time within which to file an appropriate response to the Verified Complaint. Counsel for Defendants acknowledges that it has accepted service of the Summons and Verified Complaint on behalf of all Defendants.
- d. Defendants shall take immediate steps to notify their agents, members, servants, consultants, officers, directors, attorneys, affiliates, successors and assigns, and any other individual or entity within their control or supervision and all other persons or entities acting in concert with them or on their behalf or participating with them, to advise such persons of the entry and terms of this Order, including providing a copy of this Order, and advising of the requirement that its terms be fully complied with effective immediately.
- e. This Amended Stipulation and Order shall in all respects immediately supercede and replace the Stipulation and Order of the parties entered on August 10, 2011.

By: 

Willis J. Goldsmith

Mark R. Seiden

Kristina A. Yost

JONES DAY

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Attorneys for Plaintiffs



By: _____

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So Ordered this 12th day
Of August, 2011

J.S.C.