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**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; Glenn A.** :  
**Carter, in his capacity as president of** :  
**CWA LOCAL 1120 and CWA Local 1120;** :  
**Donald J. Loretto, in his capacity as** :  
**president of CWA LOCAL 1122 and** :  
**CWA Local 1122; Stephen Matro, in his** :  
**capacity as president of CWA LOCAL** :  
**1123 and CWA Local 1123; Paul** :  
**Middlemiss, in his capacity as president of** :  
**CWA LOCAL 1124 and CWA Local 1124;** :  
**Michael Garry, in his capacity as** :  
**president of CWA LOCAL 1126 and** :  
**CWA Local 1126; Steven Murray, in his** :  
**capacity as president of CWA LOCAL** :  
**1127 and CWA Local 1127; John Scully,** :  
**in his capacity as president of CWA** :  
**LOCAL 1128 and CWA Local 1128;** :  
**Warren M. Adams, in his capacity as** :  
**president of CWA LOCAL 1129 and** :  
**CWA Local 1129; Larry Cohen, in his** :  
**capacity as president of CWA AFL-CIO** :  
**and CWA AFL-CIO,** :

**Defendants.**


X


**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, other than peacefully, no 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.
- d. Picketers shall be limited in numbers based on the headcount at the site being picketed as follows:
  - i. 1-25 employees at Verizon worksite, or customer site: 6 pickets.
  - ii. 26-50 employees at Verizon worksite, or customer site: 10 pickets.
  - iii. 51-100 employees at Verizon worksite, or customer site: 15 pickets.
  - iv. 101-300 employees at Verizon worksite, or customer site: 20 pickets.
  - v. 301-500 employees at Verizon worksite, or customer site: 30 pickets.
  - vi. 501-700 employees at Verizon worksite, or customer site: 35 pickets.
  - vii. 701-900 employees at Verizon worksite, or customer site: 40 pickets.
  - viii. 901-1100 employees at Verizon worksite, or customer site: 45 pickets.
  - ix. 1101 or more employees at Verizon worksite, or customer site: 50 pickets
- c. 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;

*at the site being  
entry way*




- 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 laying in entrance 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 in this Paragraph shall be deemed to prohibit lawful ambulatory picketing so long as no more than 6 persons are engaged in such activity at any one location and, further, so long as such ambulatory picketers do not trail or <sup>follow</sup> ~~otherwise come~~ within 15 yards of any ~~person or~~ vehicle covered by this  Stipulation and Order;
- j. Engaging in any other disturbances or activities designed to disrupt the business of Verizon, its employees, contractors, vendors, customers and others;
- k. 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.

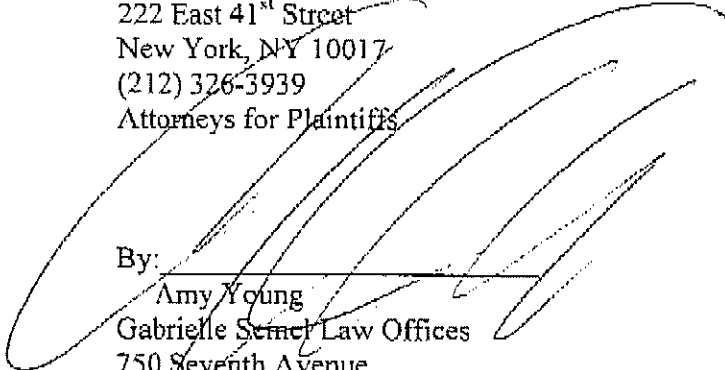
## IT IS FURTHER STIPULATED AND AGREED THAT:

- a. This Court will retain jurisdiction over this matter to determine whether this Order has been obeyed.
- b. This Order shall authorize and require any police department or any other law enforcement agency in the State of New York having jurisdiction over the enjoined parties to take any and all action required to enforce this Stipulation and Order by whatever lawful means are available and appropriate as if Ordered by a Court of competent jurisdiction of the county in which this Stipulation and Order is sought to be enforced.
- c. In the event that the law enforcement agency in a particular jurisdiction within the State of New York is unable or refuses to enforce this Stipulation and Order, the parties shall Jointly Stipulate to an Order in the applicable jurisdiction pursuant to the terms and conditions detailed in this Order.
- d. 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.
- e. 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

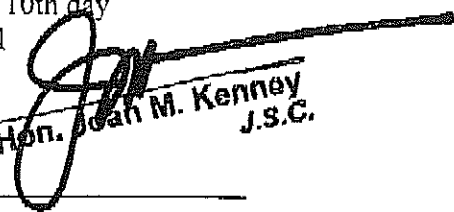
favor of or against the appropriateness of the Stipulation and Order entered by this Court in any such future disputes.

- f. 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.

By:   
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 Attorneys for Defendants

So Ordered this 10th day  
Of August, 2011

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