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

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THE CITY OF NEW YORK,

Plaintiff,

-against-

VERIZON NEW YORK, INC., and VERIZON COMMUNICATIONS INC.,

Defendants.

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SUMMONS

Index No. _____

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy upon plaintiffs' undersigned attorney within twenty (20) days after service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates venue in this action in New York County in accordance with CPLR § 503(a).

Dated: New York, New York
March 13, 2017

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for Plaintiff The City of New York
100 Church Street, Rm. 20-97
New York, New York 10007
(212) 356-2690

By: _____
June R. Buch
Assistant Corporation Counsel

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

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THE CITY OF NEW YORK,

Plaintiff, **COMPLAINT**

-against- Index No.

VERIZON NEW YORK INC. and VERIZON COMMUNICATIONS INC.,

Defendants.

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Plaintiff the City of New York ("the City"), by its attorney, ZACHARY W. CARTER, Corporation Counsel of the City of New York, alleges on personal knowledge as to itself, and on information and belief as to all other matters, as follows:

Preliminary Statement

1. This action concerns the breach by defendant Verizon New York Inc. ("Verizon") of a franchise agreement with the City ("the Cable Franchise Agreement," "CFA," or "Agreement") by which Verizon agreed to make its cable television service available to residents of the City.

2. The Agreement obligated Verizon, by a date certain in 2014, to deploy its fiber optic network, known as "FiOS," throughout the City by "passing" every residential building in the City. This build-out required Verizon to install fiber optic cable – in underground conduit, along above-ground utility poles, or otherwise – in front of (or behind) each residential building. In other words, as stated by a Verizon representative, it required Verizon to "have fiber up and down each street and avenue in the entire city."

3. The Agreement further obligated Verizon to undertake the steps necessary to provide television service over its fiber optic network to any residence requesting such

service. This obligation, which was phased in based on the progress of the network build-out, required Verizon to accept requests for service and then install the equipment and cable as necessary to fulfill each request according to various strict deadlines set forth in the Agreement.

4. Verizon has defaulted on its obligations both to build out its network and to undertake the process for providing service where requested by potential subscribers. That is, first, Verizon defaulted on its obligation to "pass" every residential building in the City by the prescribed deadline. And second, Verizon has failed in many instances – believed to number at least in the tens of thousands – to timely complete installations as requested by potential subscribers, leaving such New Yorkers without the desired television service. Indeed, Verizon has failed even to accept many New Yorkers' requests for FiOS service, although the Agreement requires it to do so.

5. Verizon's breaches have undermined one of the central goals of making FiOS available to every resident in the City: to expand New Yorkers' options for receiving cable television service and thereby to create competition that would constrain prices and enhance quality. Indeed, in advocating for the Agreement prior to its inception, Verizon proclaimed that these benefits would be seen not only in the cable television market, but also in the market for broadband internet service, which can be delivered over the same fiber optic network.

6. The City seeks a judgment declaring that Verizon is in breach of the Agreement, and that defendant Verizon Communications Inc. is in breach of its Guaranty provided to the City, guaranteeing Verizon's performance of the Agreement. The City further seeks an order of specific performance against both defendants, directing that they comply with the performance obligations of the Agreement in full.

The Parties

7. Plaintiff is a municipal corporation organized and existing under the laws of the State of New York.

8. Upon information and belief, defendant Verizon New York Inc. ("Verizon") is a business corporation organized under the laws of the State of New York, with its office at 140 West Street, New York, New York.

9. Upon information and belief, defendant Verizon Communications Inc. ("Verizon Communications") is a business corporation organized under the laws of the State of Delaware, with offices at 140 West Street, New York, New York.

The Cable Franchise Agreement

10. On July 15, 2008, Verizon entered into the Cable Franchise Agreement with the City.

11. Before entering into the Agreement, Verizon submitted it to the New York Public Service Commission ("PSC") seeking, with the City's support, both the PSC's confirmation of the Agreement pursuant to Section 221 of the New York Public Service Law and the PSC's grant of limited waivers necessary for the lawful effectuation of the Agreement. In the papers Verizon submitted to the PSC in connection with the Agreement, Verizon succinctly described the benefits expected to flow from the intended competition between Verizon and the existing providers of cable television service in the City:

> Most importantly, Verizon's network will offer, for the first time, a head-to-head competitive challenge to the City's cable incumbents by a wireline provider able to offer a world-class video service that will also be the cornerstone of numerous double-, triple-, and quadruple-play packages of video, data, landline voice, and wireless services. No other provider appears to be ready, willing, and able to mount such a challenge across the entire City . . . . As in other areas, wireline cable competition can be expected to impose competitive discipline on prices, promote

> innovation, and improve the quality of the service provided to the people of the City.

Letter from Joseph A. Post, Assistant General Counsel, Verizon New York Inc. to Honorable Jaclyn A. Brilling, Secretary, New York Public Service Commission, May 2, 2008, at 4.

12. Pursuant to the Agreement, Verizon agreed to make Cable Service, as defined in the Agreement, "available to all residential dwelling units" in the City, CFA § 5.3. "Cable Service" is defined in the Agreement by reference to 47 U.S.C. § 522(6), which defines that term as follows:

> (A) the one-way transmission to subscribers of
> (i) video programming, or
> (ii) other programming service, and
> (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

13. Verizon's obligation extended both to single family homes (referred to as "single family units") and to all units in "Multiple Dwellings" or "MDUs." This term is defined in the Agreement by reference to New York Multiple Dwelling Law § 4(7), which defines "multiple dwelling" to mean, subject to certain exceptions not relevant here, dwellings occupied by three or more families living independently of each other.

14. The parties agreed, in § 4.6 of the Agreement, that the provisions of the Agreement "shall be liberally construed to effectuate their objectives."

15. The Agreement called for the deployment of Verizon's "fiber-to-the-premise" (FTTP) telecommunications network, called FiOS – referred to in the Agreement as the "FTTP Network" – throughout the City. As contemplated in the Agreement, the network was intended to comprise, among other things: (i) a group of "video service offices," which collectively can be considered the starting point of the network; (ii) numerous "fiber distribution terminals," a type of distribution equipment, each of which can provide service directly to a

small number of individual residences; (iii) fiber-optic feeder and distribution cables – running, for example, in underground conduits or along above-ground utility poles – connecting each fiber distribution terminal to a video service office, through additional distribution equipment or otherwise; and (iv) drop cables that connect personal equipment inside an individual residence to the fiber distribution terminal serving that residence.

16. Under a section of the Agreement entitled "Initial Deployment," Verizon agreed to deploy its FTTP Network by "pass[ing]" households throughout the City according to a schedule that was included in the Agreement as Appendix F. CFA § 5.1. This is commonly referred to by the parties as Verizon's "premises passed" obligation. Verizon agreed that it would complete this "Initial Deployment" – that is, that its FTTP Network would "pass all households" in the City – no later than June 30, 2014. Verizon also agreed that, by the same deadline, it would upgrade all of its "wire centers" within or serving the City – which Verizon was operating in connection with its preexisting, copper-based telecommunications network – to create "Video Service Offices" that are "video-capable" and "open for sales." CFA § 5.2.

17. With respect to Verizon's premises passed obligation, the Agreement set forth a build-out schedule that specified the cumulative percentage of residential premises that Verizon was obligated to have passed as of the end of each year of the initial deployment period, through 2013. The build-out schedule further stated, in accordance with § 5.1 of the Agreement, that 100% of residential premises would be passed by June 30, 2014. CFA § 5.1 & Appendix F.

18. The Agreement provided that the build-out schedule would be extended if, as of any of three specified "checkpoint" dates during the initial deployment period, Verizon had not achieved a certain "video penetration rate," calculated as the ratio of FiOS television lines

being billed to the total number of premises passed. CFA § 5.1.2. Verizon did not seek any "checkpoint" extensions of the build-out schedule under § 5.1.2.

19. Verizon did, however, invoke a separate section of the agreement providing for "exceptions" to the build-out schedule in the case of, among other things, events of force majeure. CFA § 5.1.1. Verizon claimed, and the City acknowledged, that three events – taking place in 2011 and 2012 – fell within § 5.1.1, and specifically within the force majeure clause thereof. There was some disagreement between the parties as to the appropriate length of the extension to which Verizon was entitled pursuant to § 5.1.1. However, the extended build-out deadline was no later than November 28, 2014 (the "Deployment Deadline"), the date when Verizon represented to the City that it had completed the initial build-out.

20. The Agreement contemplated the achievement, with respect to each residential building, of a state described as "FTTP Network Created," defined as follows:

> All transport connections and equipment in the FTTP Network have been established and are operational to the fiber distribution terminal serving the residence requesting fiber-enabled services (whether Cable Service or Non-Cable Service). Additionally, for MDUs, Franchisee has obtained building access and prepositioned its video facilities in the MDU which are necessary for serving requesting residences within the MDU.

CFA § 1.25. This definition recognized that the FTTP Network comprises *all* distribution cables and equipment at least up to the point of each fiber distribution terminal.

21. During the period of initial deployment of the FTTP Network pursuant to § 5.1 of the Agreement, Verizon was obligated "to make Cable Service available to all residential dwelling units" located in any premises that had been passed and was served by a wire center that had been upgraded to a Video Service Office and was open for sales. CFA § 5.4. In furtherance of this general obligation to make service available at such residences, § 5.4 and its subsections created a detailed framework under which Verizon was obligated to accept orders

for service and then install the necessary equipment within the various time frames provided, subject to certain exceptions.

22. Upon completion, no later than the Deployment Deadline, of network deployment and VSO conversion under §§ 5.1 and 5.2, Verizon's installation and related obligations extended to each and every household in the City. CFA §§ 5.3, 5.4.

Verizon's Defaults Under the Cable Franchise Agreement

A. Verizon's Failure to "Pass" All Residential Buildings in the City

23. Verizon has not "passed" all residential building in the City in that it has failed to run fiber immediately in front of (or behind) each residential building in the City. Because Verizon was obligated under the Agreement to pass all residential buildings no later than the Deployment Deadline, it is in default of the "premises passed" obligation under § 5.1.

24. There is no entry for the term "pass" in Article 1 of the Agreement ("Definitions"), but this term of art is well understood within the telecommunications industry. For example, the Fiber to the Home Council, in its glossary of common terms, states:

> The number of "Homes Passed" is the potential number of premises to which an operator has capability to connect in a service area, but the premises may or may not be connected to the network. This definition ***excludes premises that cannot be connected without further installation of substantial cable plant*** such as feeder and distribution cables (fiber) to reach the area in which a potential new subscriber is located.

(All emphasis added.)

25. Indeed, Verizon acknowledged in 2008 to the New York Public Service Commission that its fiber-optic distribution facilities "will have to be run past all of the residence locations in the City." A Verizon spokesperson in 2014 again acknowledged Verizon's obligations under § 5.1 of the Agreement, stating that "We will complete the premises passed

portion of the FiOS build in 2014, meaning we will have fiber up and down each street and avenue in the entire city, providing meaningful competition that benefits all City residents."

26. Verizon's current position, as stated in correspondence and meetings with the City, is that fulfilling the "premises passed" obligation does not, with respect to a given premises, necessarily involve running fiber immediately in front of or behind the premises. Rather, Verizon has asserted, it should be deemed to have "passed" an individual building if it has run fiber to a nearby intersection and could access the building with further deployment of fiber. In particular, with respect to MDUs, Verizon has argued that an MDU should count as "passed" as long as Verizon intends eventually to run fiber to it, not directly from the street, but rather through an adjacent MDU or a chain of such MDUs, *whether or not Verizon has obtained access to any of the MDUs from the property owners*. In this regard, Verizon has distinguished between "block" properties, which it intends to access through building-to-building connections rather than directly from the street, and "standalone" properties.

27. The Agreement draws no distinction between "block" properties and "standalone" properties, for purposes of Verizon's "premises passed" obligation or otherwise. In any event, Verizon's construction of the term "passed" is inconsistent with the use of that term in the industry generally, and in the Agreement in particular.

28. There remain myriad premises in the City that, because they cannot be connected to the FTTP Network "without further installation of substantial cable plant," do not qualify as "passed." Therefore, Verizon has failed to "pass" every residential building in the City, as the Agreement required it to do no later than the Deployment Deadline.

B. Verizon's Failure to Fulfill Its Installation Obligations

29. Verizon has failed consistently to meet its contractual obligation to perform, within the time frames prescribed by the Agreement, installations of Cable Service to many thousands of potential residential subscribers requesting such service.

30. The Agreement imposes on Verizon installation obligations with respect to requests for each of two types of installation, "Standard Installation" and "Non-Standard Installation." Each of those terms is defined in the Agreement, as described below. Generally speaking, the distinction between them is most salient in connection with MDUs, where the parties expected that the first installation of service in any given building would be a Non-Standard Installation and all subsequent installations would be Standard Installations.

31. "Standard Installation" is defined as service installation at a residence that, at the time of the request for installation, is "Video Network Created." CFA § 1.45. "Video Network Created" in turn is defined to mean that

> video transport connections and equipment have been established and are operational to the fiber distribution terminal serving the residence requesting Cable Service. Additionally, for MDUs, Verizon has obtained building access and prepositioned its video facilities in the MDU which are necessary for serving requesting residences within the MDU.

CFA § 1.49. This definition is virtually identical to that for the term "FTTP Network Created," except that it is specific to "video" service, *i.e.*, television. (While other types of service, including internet and telephone, can be provided using the same equipment and connections, the Cable Franchise Agreement governs television service alone.)

32. Any Standard Installation is required to be completed within seven days of the installation request (unless the person requesting service consents to installation at a "later date"). CFA § 5.4.1.

33. "Non-Standard Installation" ("NSI") is defined as any installation other than a Standard Installation. CFA § 1.35. Thus, an NSI is an installation at a residence that, at the time of the request for installation, is either (i) not served by an operational fiber distribution terminal, or (ii) in an MDU in which Verizon has not "prepositioned its video facilities . . . ." CFA § 1.49. Subject to certain exceptions, any NSI is required to be completed within six months of the installation request or – if Verizon advised the requesting potential subscriber "of the current unavailability of Cable Service at the requesting location" – within 12 months of the request (unless the person requesting service consents to installation at a later date). CFA §§ 5.4.2, 5.4.2.1.

34. The Agreement provides for three "exceptions" to the time frames for completion of NSIs as well as Standard Installations. By the terms of the Agreement, these are:

> (A) where the FTTP Network has not been deployed or a VSO is not yet opened for sales; (B) for periods of Force Majeure; and (C) periods of delay caused by Franchisee's inability, after good faith efforts, to obtain valid legal authority to access any MDU in the Franchise Area for the purpose of providing Cable Service to units within such MDU on other than commercially unreasonable terms and conditions with respect to each such MDU.

CFA § 5.5.

35. The exception set forth in § 5.5(A), which refers to Verizon's obligations under §§ 5.1 and 5.2 of the Agreement – requiring Verizon to build out its fiber network and open its VSOs for sales – became unavailable no later than the Deployment Deadline. This is so because the Agreement required that the FTTP Network be fully deployed and that all VSOs be opened for sales by this deadline. The deadline having passed, Verizon cannot rely on § 5.5(A) to excuse any existing delay in fulfilling an installation request.

36. Indeed, even under Verizon's definition of "passed," the availability of the § 5.5(A) exception was phased out over a period ending on or before the Deployment Deadline,

as more and more buildings were assertedly passed by Verizon's network facilities and were served by VSOs that were open for sales. For example, Verizon represented to the City that it had passed all premises in Manhattan by the end of 2013. Upon information and belief, some if not all of Verizon's wire centers serving Manhattan had been upgraded to VSOs that were open for sales as of the end of 2013. Therefore, with respect to some if not all residences in Manhattan – specifically, those served by VSOs that had been opened for sales – § 5.5(A) was unavailable to Verizon, as of the end of 2013 at the latest, as an excuse for non-performance of its installation obligations. The same is true with respect to every residence in the City as of the time that (i) the residence was assertedly passed, and (ii) the VSO serving the residence was open for sales.

37. The second "exception" to Verizon's installation obligations, set forth in § 5.5(B), was for periods of Force Majeure, defined in the Agreement to mean "[a]n event or events reasonably beyond the ability of Franchisee to anticipate and control." CFA § 1.21. Verizon relied on a similar Force Majeure provision, § 5.1.1(A), for three events – Hurricane Irene in 2011, a labor strike in 2011, and Hurricane Sandy in 2012 – in connection with its premises passed obligation. However, it made no Force Majeure claim under § 5.5(B). Accordingly, § 5.5(B) cannot serve as a ground for excusing non-performance of the installation obligations set forth in § 5.4.

38. The third and final "exception" to Verizon's installation obligations is set forth in § 5.5(C). This provision, which relates exclusively to installation requests at residences within MDUs, excuses delays attributable to Verizon's inability, "after good faith efforts," to obtain "access" to the MDU where the requesting residence is located "on other than commercially unreasonable terms and conditions." The term "commercially unreasonable terms

and conditions" is defined in § 5.5.1 as any of four circumstances: (i) the landlord imposes build-out, installation, and/or maintenance requirements that would necessitate a financial investment by Verizon above a prescribed threshold; (ii) the landlord requires removal or remediation of hazardous materials; (iii) the landlord demands payment above the compensation contemplated by § 228 of the Public Service Law ("PSL"); or (iv) a "bulk sales, exclusive marketing, or other arrangement is in effect in the MDU that reduces Franchisee's reasonably anticipated penetration rate" below a prescribed threshold.

39. The Agreement, at § 5.5.2, states that § 5.5(C) must be read in the context of PSL § 228, which, subject to certain exceptions, prohibits every landlord from "interfer[ing] with the installation of cable television facilities upon his property or premises." To this end, the Agreement obligates Verizon to notify any landlord believed to be in violation of PSL § 228 of the requirements imposed by that law. Moreover, the Agreement sets forth a process by which Verizon is to seek access to a property in order to fulfill an installation request, culminating in a petition to the New York Public Service Commission – pursuant to regulations promulgated in connection with PSL § 228 – for an order for entry to the property. CFA § 5.5.2.1.

40. In correspondence and meetings with the City, Verizon has taken the position that § 5.5(C) excuses non-performance of its obligation to install service at a residence within a particular building where, although Verizon has access to *that* building, it lacks access to some *other* nearby building. This position relies on Verizon's distinction, for which there is no basis in the Agreement, between "block" properties – wired (or to be wired) via building-to-building connections – and "standalone" properties, wired directly from facilities in the street or along utility poles. Verizon's position has been that, with respect to any "block" property,

§ 5.5(C) excuses non-performance of its installation obligations if Verizon cannot install fiber at the property because it lacks access to a *different* property in the same "block."

41. Verizon's position is inconsistent with the plain terms of § 5.5(C), which expressly covers only circumstances in which Verizon is unable "to obtain valid legal authority to access any MDU in the Franchise Area for the purpose of providing Cable Service to units *within such MDU*." This provision expressly refers to only the specific MDU to which Verizon seeks to provide service. Thus, under § 5.5(C), Verizon is not excused from failing to comply with applicable time frames on the ground that it is unable to access property *other than* the property from which the NSI request originated.

42. As of December 31, 2014, Verizon submitted to the City a list of over 100,000 outstanding NSI requests. Of that total, the City determined that at least 41,928 were requests from unique residential addresses ("Unique Dwelling NSIs"). As of that date, 31,312 of the Unique Dwelling NSIs – 75 percent – had been outstanding for a period longer than 12 months, according to Verizon. As of October 9, 2015, the number of Unique Dwelling NSIs outstanding for more than 12 months increased to at least 38,551, according to Verizon. In both of these instances, Verizon failed to complete the NSIs within 12 months of the request for service, the maximum time allowed by the Agreement for completion of NSIs. In February 2017, Verizon reported to the City that the number of outstanding NSI requests had been reduced from over 100,000 to approximately 36,000. Verizon further reported that it based this number on the response it had received to its outreach to the list of outstanding NSI requests; if it did not receive a response to an email or letter seeking confirmation that service was still requested, Verizon deleted the request. Upon information and belief, with respect to a significant number if not nearly all of the outstanding NSIs, Verizon's failure to provide service was not excused by

any of the three exceptions set forth in § 5.5. Thus, Verizon has repeatedly failed to comply with its obligation under the Agreement timely to complete NSIs.

43. Moreover, Verizon has repeatedly failed even to accept requests for NSIs, the first step in meeting its obligation under § 5.4 of the Agreement to install service where requested by potential subscribers. At least with respect to buildings where Verizon's installation obligations have been triggered – a category that, since no later than the Deployment Deadline, encompasses all residential buildings in the City – nothing in § 5.5(C) or any other provision in the Agreement permits Verizon to refuse to accept an installation order. Rather, with respect to such buildings, Verizon is obligated to satisfy all installation and related obligations under § 5.4 and subsections thereof.

44. Nevertheless, upon information and belief, some residences requesting service have been told by Verizon that FiOS was not available in their area and that installation orders would not be accepted, notwithstanding Verizon's representation to the City that, no later than November 2014, it passed the premises where these residences are located. Verizon's failure to fulfill its installation and related obligations with respect to these residences constitutes a further breach of § 5.4 of the Agreement. An untold number of City residents have been deprived of FiOS service because of Verizon's breach in this regard.

C. Verizon's Failure to Provide Records to the City

45. Under section 11 of the Agreement, entitled "Reports and Records," Verizon is required to maintain records pertaining to its provision of cable service under the Agreement, CFA § 11.3.4, and to provide such records to the City upon request, § 11.1. Verizon has failed to make available a large portion of the records reasonably requested by the City. Therefore, Verizon has breached section 11.1 of the Agreement.

Failure to Cure

46. On January 26, 2016, in accordance with § 15.2 of the Agreement, the City provided notice that it believed Verizon was in default under three separate provisions of the Agreement – sections 5.1, 5.4, and 11.1 – as described above.

47. The notice failed to result in a resolution of Verizon's defaults. On or about June 17, 2016, Verizon submitted a proposed "action plan" with respect to its obligations under the Agreement. Because Verizon's plan did not call for the installation of fiber optic cable in front of or behind each residential building, nor the satisfaction of all outstanding NSIs, it was insufficient to cure Verizon's defaults.

48. On September 13, 2016, in accordance with § 15.2 of the Agreement, the City delivered a notice of default ("Notice") to Verizon.

49. Verizon responded to the Notice in a letter dated October 13, 2016. Verizon acknowledged that it had not installed fiber optic cable in front of or behind each residential building, arguing incorrectly that the Agreement did not require it to do so. Verizon also acknowledged that there were NSI requests that had been outstanding for more than one year, arguing – again, incorrectly – that the delays fell within an exception in the Agreement to the 12-month installation time frame. And, Verizon acknowledged that it had not complied with all of the City's information requests.

50. Subsequent efforts by the City to obtain Verizon's compliance with the Agreement have been unsuccessful.

51. Verizon has failed to cure the defaults set forth in the Notice. More than 30 days have elapsed since the delivery of the Notice.

Defaults Under the Guaranty Agreement

52. In order to induce the City to enter into the Cable Franchise Agreement, Verizon Communications executed a guaranty (the "Guaranty") dated May 29, 2008. The Guaranty was required by § 2.10 of the CFA.

53. By the Guaranty, Verizon Communications "unconditionally and irrevocably" guaranteed to the City "to provide all the financial resources necessary for the satisfactory performance of the obligations of the Franchisee under the Cable Franchise Agreement and also to be legally liable for performance of the obligations of the Franchisee in case of default or revocation of the Cable Franchise Agreement."

54. Verizon Communications has not cured Verizon's defaults under the Agreement as set forth herein.

55. As a result, Verizon Communications has been and continues to be in default under the Guaranty.

AS AND FOR A FIRST CAUSE OF ACTION
Breach of Contract against Verizon

56. Plaintiff repeats and realleges the allegations set forth in all the foregoing paragraphs as though fully set forth herein.

57. Defendant Verizon is in breach of the Cable Franchise Agreement by its uncured failure to perform as required under the Agreement.

58. Plaintiff is entitled to a judgment against Verizon declaring that Verizon is in breach of the Agreement, and to the remedy of specific performance directing Verizon to comply with its obligations under the Agreement.

59. Plaintiff is further entitled to a restoration of the performance bond required under § 15.9 of the Agreement.

AS AND FOR A SECOND CAUSE OF ACTION
Breach of Guaranty against Verizon Communications

60. Plaintiff repeats and realleges the allegations set forth in all the foregoing paragraphs as though fully set forth herein.

61. Defendant Verizon Communications is in breach of the Guaranty.

62. Plaintiff is entitled to a judgment against Verizon Communications declaring that it is in breach of its obligations under the Guaranty, and to the remedy of specific performance directing Verizon Communications to comply with its obligations under the Guaranty.

WHEREFORE, Plaintiff demands that judgment be entered against Defendants as follows:

(a) Declaring that Verizon is in breach of its obligations under the Agreement;

(b) Declaring that Verizon Communications is in breach of its obligations under the Guaranty;

(c) Granting an order of specific performance against both Defendants that they comply in all respects with their obligations under the Agreement and the Guaranty, including restoration of the performance bond; and

(d) Granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York
March 13, 2017

ZACHARY W. CARTER
Corporation Counsel of the City of New York
Attorney for Plaintiff
100 Church Street, Room 20-097
New York, New York 10007
(212) 356-2690

By: June R Buch
JUNE R. BUCH
BRIAN T. HORAN
Assistant Corporation Counsels