



**WHEREAS**, on November 1, 2018, plaintiffs Frank Ciaramella, Richard Palazzolo, Lillian Velazquez, AnneMarie Walker, Antonio Martin, Christopher Russo, Matthew Adinolfi, and Jody Virtuoso filed a Corrected Amended Class Action Complaint on behalf of themselves and all others similarly situated (ECF No. 71);

**WHEREAS**, on November 12, 2019, plaintiffs Frank Ciaramella, Lillian Velazquez, AnneMarie Walker, Antonio Martin, Christopher Russo, Matthew Adinolfi (“Plaintiff Adinolfi”), Jody Virtuoso, Yvonne Hawkins, Blanca Coreas, and Brenda Perry filed a Second Amended Class Action Complaint on behalf of themselves and all others similarly situated (ECF No. 127);

**WHEREAS**, the Parties entered into a Stipulation of Settlement and General Release (ECF No. 305-1) (the “Stipulation” or “Settlement”), which recites the procedural history of this Action;

**WHEREAS**, Plaintiffs moved for an order preliminarily approving the Settlement on May 1, 2023 (ECF Nos. 304-06);

**WHEREAS**, on August 17, 2023, following review of the Stipulation and accompanying filings, the Court entered an Order Granting Preliminary Approval of Class Action Settlement and General Release (ECF No. 310) (the “Preliminary Approval Order”);

**WHEREAS**, on October 2, 2023, the court granted final approval of the Class Action Settlement and General Release (ECF No. 319);

**WHEREAS**, the Settlement requires the Parties to enter into a stipulation within one (1) year of the Effective Date of the Settlement requiring that Plaintiff Adinolfi receive authorization for Medicaid coverage of medically necessary dental services falling within the scope of the Revised Dental Services Policies (the “Stipulation and Order”);

**WHEREAS**, on May 31, 2024 and June 7, 2024, the Parties attended settlement conferences before the Honorable Magistrate Judge Sarah L. Cave to discuss resolution of this Stipulation and Order;

**WHEREAS**, Plaintiff Adinolfi receives Medicare through United Healthcare Dual Complete, which does not cover the at issue dental services;

**WHEREAS**, Plaintiff Adinolfi receives Medicaid through fee-for-service Medicaid;

**WHEREAS**, DOH is the single State agency responsible for administration of the New York State Medicaid program;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among the parties through their undersigned counsel that:

1. Within ten (10) business days after the Effective Date defined below in Paragraph 10 of this Stipulation and Order, Plaintiff Adinolfi will begin the treatment plan appended hereto as Exhibit A (“Treatment Plan”) which (as further detailed in Exhibit A) includes the provision of all medically-necessary care, procedures, treatments and services as may be necessary to provide Plaintiff Adinolfi with fully functioning upper and lower dentures, including implants.

2. In addition to the services outlined in the Treatment Plan, Plaintiff Adinolfi’s dental provider<sup>2</sup> may provide Plaintiff Adinolfi with the services outlined in the addendum to the Treatment Plan appended hereto as Exhibit B (“Addendum to the Treatment Plan”). The Parties agree that DOH will reimburse Plaintiff Adinolfi’s dental provider for the services outlined in the Treatment Plan and Addendum to the Treatment Plan and, except for the circumstance outlined

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<sup>2</sup> Plaintiff Adinolfi’s dental provider is defined throughout this Stipulation and Order as the dental provider identified on the Treatment Plan and the Addendum to Treatment Plan appended to this Stipulation and Order.

in Paragraph 5 of this Stipulation and Order, will not reimburse Plaintiff Adinolfi's provider in an amount to exceed the amount set forth in the Treatment Plan.

3. Within five (5) business days following each appointment in which the services set forth in the Treatment Plan or the Addendum to the Treatment Plan are provided to Plaintiff Adinolfi, Plaintiff Adinolfi's dental provider will submit an invoice for the completed appointment and services contained in the Treatment Plan or the Addendum to the Treatment Plan, containing the dollar amounts set forth in the Treatment Plan, to DOH via email at [dentalpolicy@health.ny.gov](mailto:dentalpolicy@health.ny.gov), with Counsel for Plaintiff Adinolfi copied on the submission at the email addresses for Counsel for Plaintiff Adinolfi listed in Paragraph 17 of this Stipulation and Order.

4. Within forty-five (45) days after receiving each invoice referred to in Paragraph 3 of this Stipulation and Order, DOH shall issue payment of each invoice to Plaintiff Adinolfi's dental provider via check made out to Plaintiff Adinolfi's dental provider.

5. If, at any time after the first appointment with his dental provider, the Treatment Plan or Addendum to the Treatment Plan must change in order to provide Plaintiff Adinolfi with medically necessary care, as defined in the New York State Medicaid Program Dental Policy and Procedure Manual, Plaintiff Adinolfi's dental provide will provide DOH, with Counsel for Plaintiff Adinolfi copied on any submission with an updated invoice via email at [dentalpolicy@health.ny.gov](mailto:dentalpolicy@health.ny.gov). DOH shall issue payment for updated invoices as outlined in Paragraph 4.

6. Within thirty (30) days after the Effective Date defined below in Paragraph 10 of this Stipulation and Order, DOH shall issue payment of \$229 to Plaintiff Adinolfi for reimbursement for out-of-pocket costs of the completion of a comprehensive assessment of

Plaintiff Adinolfi's dental and oral health including an assessment of such medically-necessary care, procedures, treatments and services as may be necessary to provide Plaintiff Adinolfi with fully functioning upper and lower dentures, including dental implants, as documented in the receipt appended hereto as Exhibit C;

7. The Court shall retain jurisdiction over this Stipulation and Order to assure compliance with it. In the event that either Party fails to comply with a material provision of this Stipulation and Order, the objecting Party may provide written notice of such non-compliance ("Non-compliance Notice") to the non-complying Party's counsel, and the Parties shall meet and confer in an effort to resolve such non-compliance within ten (10) business days of the Non-compliance Notice. If such non-compliance is not resolved within ten (10) business days of the Parties' initial meet and confer referenced in this Paragraph, counsel for the objecting Party may file a letter with the Court via ECF requesting a conference with the Court to resolve the dispute and counsel for the non-complying Party may file a responsive letter with the Court via ECF within two (2) business days thereafter.

8. Counsel for Plaintiff Adinolfi shall notify counsel for Defendant in writing within five (5) business days of Plaintiff Adinolfi having received all services necessary to complete the Addendum to the Treatment Plan.

9. This Stipulation and Order shall terminate upon Plaintiff Adinolfi's dental provider receiving the final payment for the dental services provided to Plaintiff Adinolfi as set forth in the Treatment Plan and the Addendum to the Treatment Plan, and if necessary, the treatment as defined in Paragraph 5.

10. Approval of this Stipulation and Order shall be deemed to occur on the date the Court “So Orders” the Stipulation and Order and files it on the Court’s ECF system, and the Stipulation and Order shall be deemed effective on that date (the “Effective Date”).

11. The Parties expressly reserve the right to assert all claims, arguments, contentions and defenses, factual and legal, not explicitly resolved in this Stipulation and Order and the right to enforce the terms of this Stipulation and Order.

12. Nothing contained herein shall be deemed to be an admission by Defendant or DOH, that they have in any manner or way violated the rights of Plaintiff Adinolfi, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the State of New York.

13. This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, or any administrative or other matter, except one to enforce the terms of this Stipulation and Order.

14. Nothing contained herein shall be deemed to constitute a policy or practice of the Defendant, DOH, or the State of New York.

15. The Stipulation and Order contains all the terms and conditions agreed upon by the Parties hereto with respect to the subject matter herein and supersedes all written or oral communications, agreements, or understanding that may have existed prior to the Effective Date.

16. All Parties to this Stipulation and Order have participated in its drafting; consequently, any ambiguity shall not be construed for or against any Party.

17. All correspondence concerning this Stipulation and Order should be sent to the following (or to such other address as the recipient named below shall specify in writing hereunder) via electronic mail and first-class mail:

If to Defendant:

Glenn Ellen Fucci  
New York State Office of The Attorney General  
28 Liberty Street,  
New York, New York 10005  
glenn.fucci@ag.ny.gov

If to Plaintiffs:

Belkys Garcia, Esq.  
The Legal Aid Society  
49 Thomas Street  
New York, New York 10013  
e-mail: jgoldiner@legal-aid.org  
e-mail: brgarcia@legal-aid.org

-and-

Wesley Powell, Esq.  
Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
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-and-

Mary Eaton, Esq.  
Freshfields Bruckhaus Deringer US LLP  
3 World Trade Center  
175 Greenwich Street  
New York, New York 10007  
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18. This Stipulation and Order may not be modified without the express written agreement of counsel for the Parties. Absent such agreement, the Parties may seek a

modification of this Stipulation and Order only for good cause shown, with the Court's approval, upon thirty (30) calendar days' written notice to counsel for the other Parties.

19. This Stipulation and Order may be executed in counterparts, and each counterpart, when executed, shall have the full efficacy of a signed original. Photocopies, PDF, or facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

20. The undersigned representatives of the Defendant and the Attorney General of the State of New York certify that they are authorized to enter into the terms and conditions of this Stipulation and Order and to execute and legally bind such Defendant to this document.

21. Each undersigned representative of Plaintiff Adinolfi certifies that they are authorized to enter into the terms and conditions of the Stipulation and Order and to legally bind Plaintiff Adinolfi to this document.

For Plaintiff Adinolfi:

THE LEGAL AID SOCIETY  
Belkys Garcia, Esq.  
49 Thomas Street  
New York, New York 10013  
tel. (212) 577-3300  
e-mail: jgoldiner@legal-aid.org  
e-mail: brgarcia@legal-aid.org

Dated: 7/18/2024

By:



For Plaintiff Adinolfi:

WILLKIE FARR & GALLAGHER LLP

Wesley R. Powell, Esq.

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Dated: July 8 2024 By: Wesley R. Powell

For Plaintiff Adinolfi:

FRESHFIELDS BRUCKHAUS DERMINER US LLP

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175 Greenwich Street

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Dated: July 8, 2024 By: M. Eaton -

For Defendant JAMES V. MCDONALD, in his official capacity as COMMISSIONER OF THE NEW YORK STATE DEPARTMENT OF HEALTH:

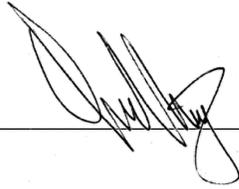
LETITIA JAMES  
Attorney General for the  
State of New York  
Attorney for Defendant

By:

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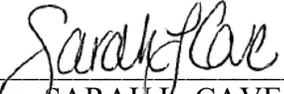
Dated: July 8, 2024 By: *Glenne Ellen Fucci*

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email: tracy.hennige@health.ny.gov

Dated: July 8, 2024 By: 

**SO ORDERED**

Date: July 9, 2024

  
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Hon. SARAH L. CAVE  
United States Magistrate Judge