

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

ALI HAMIDEH individually and on behalf of his minor child A.H., and OROOBA HAMIDEH individually and on behalf of her minor child A.H.,

Plaintiffs,

-against-

JANICE GENTZ, in her Official Capacity as Executive Director of the CHC Learning Center, and CHC LEARNING CENTER,

Defendants.

Index No. 814893/2019

**STIPULATION AND
ORDER**

WHEREAS, A.H. receives a 12-month school year program and he attended defendant CHC Learning Center (“CHC”) during the 2018-2019 school year;

WHEREAS, on August 15, 2019, A.H.’s physician faxed a medical exemption form, exempting A.H. from vaccinations, (the “**Medical Exemption**”) to the Frontier Central School District (the “**School District**”), one of the districts that CHC provides services to;

WHEREAS, on September 4, 2019, A.H. began school at CHC for the 2019-2020 school year;

WHEREAS, thereafter the Bureau of Immunizations at the New York State Department of Health (“**NYSDOH**”) sent a letter to the School District informing them that the NYSDOH recommended against accepting the Medical Exemption;

WHEREAS, A.H. ceased attending CHC on October 8, 2019 due to his vaccination status; and

WHEREAS, on November 12, 2019 Plaintiffs filed the instant action and the Court granted an order to show cause, *inter alia*, granting a temporary restraining order directing CHC to re-admit A.H. and provide him with all the services he was receiving prior to October 4, 2019 (the “**Services**”);

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for the respective parties herein, as follows:

1. The Medical Exemption is valid for purposes of the student's re-enrollment with CHC and continued admission for the duration of the 2019-2020 school year, and by its terms, it will remain valid for purposes of enrollment with CHC through August 2020;

2. CHC shall continue to enroll A.H. for the 2019-2020 school year and provide the Services during that period;

3. CHC shall continue to enroll A.H. for the summer of 2020, subject to the School District enrolling A.H. for summer 2020 which CHC will advocate for on behalf of A.H., and provide the Services during that period;

4. With regard to any Services not directly provided by CHC, it shall advocate on A.H.'s behalf for such Services, as it would other students at CHC, to assure the continuation of those Services; and

5. The above captioned action is hereby dismissed without prejudice, with each side bearing their own attorneys' fees and costs, but with the Court retaining jurisdiction to enforce the terms of the stipulation and order.

Dated: November 19, 2019

SIRI & GLIMSTAD LLP

By: 

Aaron Siri
200 Park Avenue
17th Floor
New York, New York 10166
P: (212) 532-1091
E: asiri@sirillp.com

Attorneys for Plaintiffs

BOND, SCHOENECK & KING PLLC

By: 

Jessica L. Copeland
200 Delaware Avenue
Suite 900
Buffalo, NY 14202-2107
P: (716) 416-7034
E: JCopeland@bsk.com

Attorneys for Defendants

SO ORDERED
