

[REDACTED]

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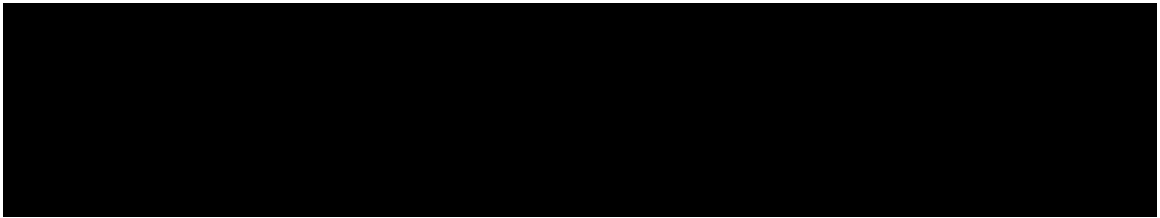
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[REDACTED]  
[REDACTED]

[REDACTED]

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IN THE UNITED STATES COURT OF FEDERAL CLAIMS

OFFICE OF SPECIAL MASTERS

[REDACTED]	}	
Petitioner,	}	
v.	}	
SECRETARY OF HEALTH AND HUMAN SERVICES,	}	No. 07-422V
Respondent.	}	Special Master Moran

STIPULATION

The parties hereby stipulate to the following matters:

1. [REDACTED] petitioner, filed a petition for vaccine compensation under the National Vaccine Injury Compensation Program, 42 U.S.C. § 300aa-10 to 34 (the “Vaccine Program”). The petition seeks compensation for injuries allegedly related to petitioner’s receipt of the influenza vaccine, which vaccine is contained in the Vaccine Injury Table (the “Table”), 42 C.F.R. § 100.3(a)(XIV).
2. Petitioner received his influenza vaccine on October 21, 2003.
3. The vaccine was administered within the United States.
4. Petitioner alleges that he sustained the first symptom or manifestation of the onset of Guillain-Barre Syndrome (“GBS”) within a few weeks of receiving the vaccine and was first diagnosed with GBS on November 3, 2003. He further alleges that he developed neurological impairments resulting in persistent sensory loss and paresthesias of the extremities, with continued numbness and tingling in his extremities, constant pain, loss of strength and dexterity, difficulty ambulating, facial weakness, reduced visual acuity in his left eye, and frequent headaches as sequelae of his injury.
5. Petitioner represents that there has been no prior award or settlement of a civil action

for damages on his behalf as a result of his condition.

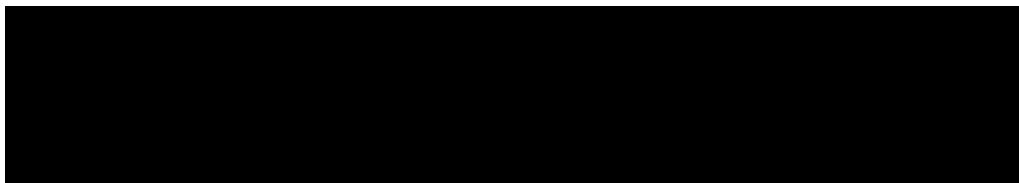
6. Respondent denies that petitioner suffered the onset of Guillain-Barre Syndrome as the result of his influenza vaccination.

7. Maintaining their above-stated positions, the parties nevertheless now agree that the issues between them shall be settled and that a decision should be entered awarding the compensation described in paragraph 8 of this Stipulation.

8. As soon as practicable after an entry of judgment reflecting a decision consistent with the terms of this Stipulation, and after petitioner has filed an election to receive compensation pursuant to 42 U.S.C. § 300aa-21(a)(1), the Secretary of Health and Human Services will issue the following vaccine compensation payments:

- a. A lump sum of \$242,000.00 in the form of a check payable to petitioner, which amount represents partial settlement of all of petitioner's damages under 42 U.S.C. § 300aa-15(a); and
- b. An amount sufficient to purchase the annuity contract described in paragraph 10 below, paid to the life insurance company from which the annuity will be purchased (the "Life Insurance Company"), which amount represents compensation for all remaining elements of compensation under 42 U.S.C. § 300aa-15(a); and

c.



9. The Life Insurance Company must have a minimum of \$250,000,000.00 capital and surplus, exclusive of any mandatory security valuation reserve. The Life Insurance Company must have one of the following ratings from two of the following rating organizations:

- a. A.M. Best Company: A++, A+, A+g, A+p, A+r, or A+s;
- b. Moody's Investor Service Claims Paying Rating: Aa3, Aa2, Aa1, or Aaa;
- c. Standard and Poor's Corporation Insurer Claims-Paying Ability Rating: AA-, AA, AA+, or AAA;
- d. Fitch Credit Rating Company, Insurance Company Claims Paying Ability Rating: AA-, AA, AA+, or AAA.

10. The Secretary of Health and Human Services agrees to purchase an annuity contract from the Life Insurance Company for the benefit of [REDACTED] pursuant to which the Life Insurance Company will agree to make payments periodically to petitioner for the following items of compensation:

For all remaining elements of compensation under § 300aa-15(a), the following payments:

- a. Beginning thirty (30) days from the date of purchase of the annuity, \$1,500.00 payable monthly for twenty-four (24) years guaranteed (288 payments guaranteed). The monthly benefit shall compound at two percent (2%) annually from the date of first payment.

Kerry D. Young will receive the annuity payments from the Life Insurance Company for the guaranteed period indicated above. Should petitioner predecease the exhaustion of payments during the guarantee period described above, any remaining payments shall be made payable to the Estate of [REDACTED]. Payments will continue to petitioner or to his estate until the end of the guaranteed period of twenty-four (24) years, at which time the annuity will terminate. The personal representative of the Estate of [REDACTED] shall provide written notice to the Secretary of Health and Human Services and the Life Insurance Company within twenty (20) days of petitioner's death.

11. The annuity contract will be owned solely and exclusively by the Secretary of Health and Human Services and will be purchased as soon as practicable following the entry of a judgment in conformity with this Stipulation. The parties stipulate and agree that the Secretary of Health and Human Services and the United States of America are not responsible for the payment of any sums other than the amounts set forth in paragraph 8 herein, and that they do not guarantee or insure any of the future annuity payments. Upon the purchase of the annuity contract, the Secretary of Health and Human Services and the United States of America are released from any and all obligations with respect to future annuity payments.

12. Payments made pursuant to paragraph 8 of this Stipulation will be made in accordance with 42 U.S.C. § 300aa-15(i), subject to the availability of sufficient statutory funds.

13. In return for the payments described in paragraph 8, petitioner, in his individual capacity, and on behalf of his heirs, executors, administrators, successors or assigns, does forever and fully expressly release, acquit and discharge the Secretary of Health and Human Services and the United States of America from any and all actions, causes of action, agreements, judgments, claims, damages, loss of services, expenses and all demands of whatever kind or nature on account of, or in any way growing out of, any and all known or unknown personal injuries to or death of petitioner resulting from, or alleged to have resulted from, the influenza vaccine administered on October 21, 2003, as alleged by petitioner in a petition for vaccine compensation filed on or about June 27, 2007 in the United States Court of Federal Claims as petition No. 07-422V.

14. If petitioner should die prior to receiving the payments described in paragraph 8(a), this agreement shall be considered voidable upon proper notice to the Court on behalf of either or both of the parties.

15. If the special master fails to issue a decision in complete conformity with the terms of this Stipulation or if the Court of Federal Claims fails to enter judgment in conformity with a decision that is in complete conformity with the terms of this Stipulation, then the parties' settlement and this Stipulation shall be null and void at the sole discretion of either party.

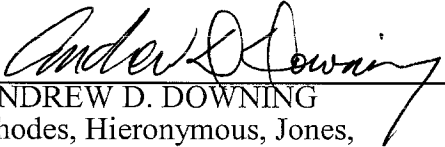
16. This Stipulation expresses a full and complete settlement of liability and damages claimed under the National Childhood Vaccine Injury Act of 1986, as amended. There is absolutely no agreement on the part of the parties hereto to make any payment or to do any act or thing other than is herein expressly stated and clearly agreed to.

17. All rights and obligations of petitioner hereunder shall apply equally to petitioner's successors and assigns.

Respectfully submitted,

**PETITIONER:**

**ATTORNEY OF RECORD FOR  
PETITIONER:**



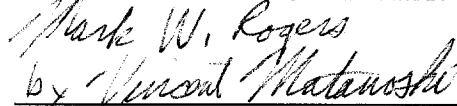
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Dated: 12-7-07