



2. Petitioner received an influenza vaccine on 24 January 2002.

3. The vaccine was administered within the United States.

4. Petitioner alleges that approximately four days after the vaccination, she experienced the onset of progressive left shoulder pain, numbness, and weakness. Over the next week, her symptoms spread to her right upper extremity. Petitioner was diagnosed with bilateral partial brachial plexopathies, which she alleges were caused-in-fact by receipt of the influenza vaccine.

5. Petitioner represents that there has been no prior award or settlement of a civil action for damages on her behalf as a result of her alleged vaccine-related injury.

6. Respondent denies that Petitioner's condition, to include bilateral partial brachial plexopathies, was caused by the influenza vaccine.

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 [by the Undersigned] awarding the compensation described in paragraph 8 of this [Decision].

8. As soon as practicable after an entry of judgment reflecting [this Decision], 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 [shall] issue the following vaccine compensation payment:

A lump sum of **\$150,000.00** in the form of a check payable to Petitioner. This amount represents compensation for all elements of compensation under 42 U.S.C. § 300aa-15(a) to which Petitioner would be entitled.

9. As soon as practicable after the entry of judgment on entitlement in this case, and after Petitioner has filed both a proper and timely election to receive compensation pursuant to 42 U.S.C. § 300aa-21(a)(1), and an application, the parties will submit to further proceedings before the Undersigned to award reasonable attorneys' fees and costs incurred in proceeding upon this Petition.

10. Payments made pursuant to paragraph 8 and any amounts awarded pursuant to paragraph 9 of this [Decision] [shall] be made in accordance with 42 U.S.C. § 300aa-15(i), subject to the availability of sufficient statutory funds.

11. The parties and their attorneys further agree and stipulate that, except for any award for attorney's fees and costs incurred in this proceeding, the money provided pursuant to this [Decision] [shall] be used solely for the benefit of Petitioner as contemplated by a strict construction of 42 U.S.C. § 300aa-15(a) and (d), and subject to the conditions of 42 U.S.C. § 300aa-15(g) and (h).

12. In return for the payments described in paragraph 8 and 9, Petitioner, in her individual capacity, and on behalf of her 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 vaccination administered on or about 24 January 2002, as alleged by Petitioner in her petition for vaccine compensation filed on or about 3 April 2006, in the United States Court of Federal Claims as petition No. 06-0270V.

13. If Petitioner should die prior to receiving the payment described in paragraph 8, this agreement shall be considered voidable upon proper notice to the Court on behalf of either or both parties.

14. [If the undersigned Special Master does not issue a Decision in complete conformity with the terms of the Stipulation between the parties, or in the event the Court of Federal Claims does not enter judgment in conformity with a decision that is in complete conformity with the terms of the Stipulation between the parties,] then the parties' settlement and their Stipulation shall be null and void at the discretion of either party.

15. This [Decision] expresses a full and complete settlement of liability and damages claimed under the National Childhood Vaccine Injury Act of 1986, as amended, [except as otherwise noted in paragraph 9 above]. 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.

16. All rights and obligations of Petitioner hereunder shall apply equally to her successors and assigns.

I find this conclusion reasonable, just and proper, and adopt these provisions as the Decision of this Court in awarding damages. In the absence of the filing of a motion for review, filed pursuant to Vaccine Rule 23 within 30 days of this date, **the clerk shall forthwith enter judgment** in accordance herewith.

**IT IS SO ORDERED.**

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**Richard B. Abell**  
Special Master