

\* \* \* \* \*

V.

Respondent.

\*

\* \* \* \* \*

William A. Miller, Jr., Hummel, Coan, Miller, Sage & Rose, LLC, Louisville, KY, for petitioners.

Ryan D. Pyles, U.S. Dep't of Justice, Washington, D.C., for respondent.

**DECISION AWARDING DAMAGES**  
**AND ATTORNEYS' FEES AND COSTS<sup>1</sup>**

On April 25, 2008, Jason and Bridget Byers (“petitioners”) filed a petition on behalf of their minor daughter, Brooke, seeking compensation under the National Vaccine Injury Compensation Program (“Vaccine Program”).<sup>2</sup>

Petitioners allege that as a result of the Measles-Mumps-Rubella (“MMR”) vaccine and/or other vaccinations administered to Brooke on May 9, 2005, she thereafter suffered from seizures and a stroke and the sequella of her vaccine-related injuries. Pet. at 1, 3.

Following a hearing conducted on February 19, 2009, a ruling issued in this case on November 30, 2010 by the then-assigned special master, finding that petitioners were entitled to Program compensation. See Entitlement Ruling, Nov. 30, 2010.

On December 17, 2010, the undersigned issued an Order to Proceed to a Damages Determination. See Order, Dec. 17, 2010. Accordingly, the parties jointly engaged a life care planner to provide an estimation of Brooke’s future vaccine injury-related needs.

On July 30, 2012, respondent’s counsel filed Respondent’s Proffer on Award of Compensation (“Proffer”), with an accompanying life care plan.<sup>3</sup> See Proffer. Petitioners agree with all aspects of the Proffer.

Based on the record as a whole, the undersigned finds that the Proffer is reasonable and appropriate and that petitioners are entitled to an award as stated in the Proffer. Pursuant to the terms stated in that Proffer, the court awards to petitioners a combination of a lump sum payments and future annuity payments as described below:

- **A lump sum payment of \$190,253.00**, in the form of a check payable to petitioners, as the guardians/conservators of Brooke’s estate, representing compensation for life care expenses expected to be incurred during the first year after judgment and a portion of years two through five (\$25,253.00) and partial payment for pain and suffering and lost earnings (\$165,000.00).

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<sup>2</sup> The National Vaccine Injury Compensation Program is set forth in Part 2 of the National Childhood Vaccine Injury Act of 1986, Pub. L. No. 99-660, 100 Stat. 3755, codified as amended, 42 U.S.C. §§ 300aa-1 to -34 (2006) (“Vaccine Act” or “Act”). All citations in this decision to individual sections of the Act are to 42 U.S.C.A. § 300aa.

<sup>3</sup> The Summary of Life Care Items is attached as Tab A to the Proffer. See Tab A, Proffer. The Annuity Funding Portfolio for the Life Care Plan is attached as Tab B to the Proffer. See Tab B, Proffer.

- A **lump sum payment** of **\$63,002.18**, in the form of a check payable to petitioners, representing compensation for past unreimbursable expenses.
- An **amount sufficient** to purchase an annuity contract, subject to the conditions described in paragraph II.C. of the attached Proffer, paid to the life insurance company from which the annuity will be purchased.
- A **lump sum payment** of **\$250,000.00** to purchase an annuity contract, subject to the conditions described in paragraph II.D of the attached Proffer, paid to the life insurance company from which the annuity will be purchased, representing all remaining compensation for pain and suffering and lost earnings.
- A **lump sum payment** of **\$16,438.15**, in the form of a check payable to petitioners and their attorney of record, for petitioners' attorneys' fees and costs.<sup>4</sup>

Proffer at II.

In the absence of a motion for review filed pursuant to RCFC Appendix B, the clerk of the court **SHALL ENTER JUDGMENT** in accordance with the terms of the parties' Proffer.<sup>5</sup>

The judgment shall reflect that **Hummel, Coan, Miller, Sage & Rose, LLC** may collect **\$16,438.15** from petitioners.

**IT IS SO ORDERED.**

s/Patricia E. Campbell-Smith  
Patricia Campbell-Smith  
Chief Special Master

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<sup>4</sup> This amount is in addition to the interim attorneys' fees and costs awarded by judgment entered on June 15, 2011. See Interim Attorneys' Fees and Costs Decision, June 7, 2011.

<sup>5</sup> Pursuant to Vaccine Rule 11(a), entry of judgment is expedited by the parties' joint filing of notice renouncing the right to seek review.



**B. Lost Earnings, Pain and Suffering, and Past Unreimbursable Expenses**

The parties agree that based upon the evidence of record, Brooke Byers will be gainfully employed in the future, but will earn less than “the average gross weekly earnings of workers in the private, non-farm sector.” 42 U.S.C. § 300aa-15(a)(3)(B). Evidence supplied by petitioners also document the expenditure of past unreimbursable expenses related to Brooke’s vaccine-related injury.

Therefore, respondent proffers that Brooke Byers should be awarded \$478,002.18 for lost earnings as provided under the Vaccine Act; actual and projected pain and suffering pursuant to 42 U.S.C. § 300aa-15(a)(4); and past unreimbursable expenses. This amount reflects that the award for projected pain and suffering has been reduced to net present value. Petitioners agree.

**C. Medicaid**

Petitioners represented to respondent that no Medicaid payments have been made on behalf of Brooke Byers for care related to her vaccine-related injury. Accordingly, petitioners represent that there is no Medicaid lien for services provided to Brooke Byers.

**D. Attorneys’ Fees and Costs**

Petitioners have supplied documentation of reasonable final attorneys’ fees and litigation costs incurred in pursuit of this petition in the amount of \$16,438.15. This amount is in addition to interim attorneys’ fees and costs awarded by judgment entered on June 15, 2011. In compliance with General Order #9, petitioners represented to respondent that they have personally incurred no out-of-pocket litigation expenses in proceeding on the petition. Respondent proffers that petitioners should be awarded \$16,438.15 for final attorneys’ fees and costs. Petitioners agree.

## **II. Form of the Award**

The parties recommend that the compensation provided to Brooke Byers should be made through a combination of lump sum payments and future annuity payments as described below, and request that the special master's decision and the Court's judgment award the following:

**A.** A lump sum payment of \$190,253.00, representing compensation for life care expenses expected to be incurred during the first year after judgment and a portion of years two through five (\$25,253.00) and partial payment for pain and suffering and lost earnings (\$165,000.00), in the form of a check payable to petitioners as guardians of the estate of Brooke Byers.

**B.** A lump sum payment of \$63,002.18 for past unreimbursable expenses in the form of a check payable to petitioners.

**C.** An amount sufficient to purchase an annuity contract,<sup>2</sup> subject to the conditions described below, that will provide payments for the life care items contained in the life care plan, as illustrated by the chart at Tab A attached hereto, paid to the life insurance company<sup>3</sup> from

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<sup>2</sup> In respondent's discretion, respondent may purchase one or more annuity contracts from one or more life insurance companies.

<sup>3</sup> The Life Insurance Company must have a minimum of \$250,000,000 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.

which the annuity will be purchased.<sup>4</sup> Compensation for Year Two (beginning on the first anniversary of the date of judgment) and all subsequent years shall be provided through respondent's purchase of an annuity, which annuity shall make payments directly to petitioners as guardians of the estate of Brooke Byers, for the benefit of Brooke Byers, only so long as Brooke Byers is alive at the time a particular payment is due. At the Secretary's sole discretion, the periodic payments may be provided to petitioners in monthly, quarterly, annual or other installments. The "annual amounts" set forth in the chart at Tab A describe only the total yearly sum to be paid to petitioners and do not require that the payment be made in one annual installment.

**1. Growth Rate**

Respondent proffers that a four percent (4%) growth rate should be applied to all non-medical life care items, and a five percent (5%) growth rate should be applied to all medical life care items. Thus, the benefits illustrated in the chart at Tab A that are to be paid through annuity payments should grow as follows: four percent (4%) compounded annually from the date of judgment for non-medical items, and five percent (5%) compounded annually from the date of judgment for medical items. Petitioners agree.

**2. Life-contingent annuity**

Petitioners will continue to receive the annuity payments from the Life Insurance Company only so long as Brooke Byers is alive at the time that a particular payment is due.

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<sup>4</sup> Petitioners authorize the disclosure of certain documents filed by the petitioners in this case consistent with the Privacy Act and the routine uses described in the National Vaccine Injury Compensation Program System of Records, No. 09-15-0056.

Written notice shall be provided to the Secretary of Health and Human Services and the Life Insurance Company within twenty (20) days of Brooke Byers's death.

**D.** All remaining compensation for pain and suffering and lost earnings, in the form of an annuity to make payments on behalf of Brooke Byers as follows:

**1.** The United States shall pay Two Hundred and Fifty Thousand Dollars and no cents (\$250,000.00) (hereinafter "Annuity Premium"), to a life insurance company,<sup>5</sup> a sum sufficient to purchase the annuity contract(s) described below in section (II)(D)(2) of this Proffer.<sup>6</sup>

**2.** The United States will purchase an annuity contract(s) to make the following payments to Brooke Byers: \$886.40 per month for 35 years certain, beginning April 15, 2022, increasing at an annual compound rate of 2.5%.

If the total Annuity Premium should change between the filing of this Proffer and the actual purchase date of the annuity contract, the annual payments outlined in this section shall be adjusted up or down to ensure the total Annuity Premium of the annuity contract shall remain fixed at \$250,000.00.

The annuity contract will be owned solely and exclusively by the United States and will be purchased as outlined herein. Respondent proffers and petitioners agree that the United States' only obligation with respect to said annuity contract(s) and any annuity payments therefrom is to purchase the annuity contract(s), and they further agree that the United States does not guarantee or insure any of the annuity payments. Respondent proffers and petitioners

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<sup>5</sup> The life insurance company must meet the qualifications listed in footnote 3, *supra*, of this Proffer.

<sup>6</sup> In respondent's discretion, respondent may purchase one or more annuity contracts from one or more life insurance companies.



agree that the United States is released from any and all obligations with respect to the annuity contract(s) and annuity payments upon the purchase of the annuity contract(s). Respondent proffers and petitioners agree that the life insurance company that issues the annuity contract(s) or its assignee(s) shall at all times have the sole obligation for making all annuity payments. The obligation of the life insurance company to make each annuity payment shall be discharged upon the mailing of a valid check in the amount of such payment to the address designated by the party to whom the payment is required to be made under this Proffer. Payments lost or delayed through no fault of the life insurance company shall be promptly replaced by the life insurance company, but the life insurance company is not liable for interest during the interim.

Respondent proffers and petitioners agree that the annuity payments cannot be assigned, accelerated, deferred, increased, or decreased by the parties, that no part of any annuity payments called for herein or any assets of the United States or the life insurance company are subject to execution or any legal process for any obligation in any manner, and that petitioners shall not have the power or right to sell, assign, mortgage, encumber, or anticipate said annuity payments, or any part thereof, by assignment or otherwise.

Petitioners and their guardians, heirs, executors, administrators or assigns do hereby agree to maintain with the life insurance company and the United States a current mailing address, and to notify the life insurance company of the death of Brooke Byers within twenty (20) days of death. If any guaranteed payments are still to be made upon the death of Brooke Byers, they will be made to the estate of Brooke Byers.

E. A lump sum payment of \$16,438.15 in the form of a check payable to petitioners and petitioners' attorney's firm, Hummel Coan Miller & Sage, for petitioners' attorneys' fees and costs, pursuant to 42 U.S.C. § 300aa-15(e).

### III. Guardianship

Petitioners provided respondent and the Court with documentation establishing that they have been appointed as the guardians of Brooke Byers's estate. *See* Petitioners' Exhibit 13. If petitioners are not authorized by a court of competent jurisdiction to serve as guardians of the estate of Brooke Byers at the time that a payment is to be made, any such payment shall be made to the party or parties appointed by a court of competent jurisdiction to serve as guardian of the estate of Brooke Byers upon submission of written documentation of such appointment to the Secretary.

### IV. Summary of Recommended Payments Following Judgment

- |    |   |                     |
|----|---|---------------------|
| A. | Lump sum paid to petitioners as guardians of the estate of Brooke Byers:  | <b>\$190,253.00</b> |
| B. | Lump sum paid to petitioners for past unreimbursable expenses:  | <b>\$63,002.18</b>  |
| C. | An amount sufficient to purchase the annuity contract described above in section II. C.   |                     |
| D. | Lump sum paid to a life insurance company to purchase an annuity to fund all remaining compensation for pain and suffering and lost earnings: | <b>\$250,000.00</b> |
| E. | Lump sum paid to petitioners and petitioners' attorney's firm, Hummel Coan Miller & Sage, for attorneys' fees and costs:                      | <b>\$16,438.15.</b> |

Respectfully submitted,

STUART F. DELERY  
Acting Assistant Attorney General

RUPA BHATTACHARYYA  
Director  
Torts Branch, Civil Division

MARK W. ROGERS  
Deputy Director  
Torts Branch, Civil Division

CATHARINE E. REEVES  
Assistant Director  
Torts Branch, Civil Division

s/ RYAN D. PYLES  
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Dated: July 30, 2012

**Tab A to Proffer, filed July 30, 2012**

*Byers v. HHS*, No. 08-311V

**Summary of Life Care Items**

Pet. Brooke Byers  
D.O.B. 04/15/2004

TAB A

DATE: 06/27/12  
TIME: 05:26 PM

SUMMARY OF LIFE CARE ITEMS - Life Care Plan dated 06/26/2012

ITEM OF CARE		Insurance	Physicans	Ancillary Services	Diagnostic Testing	Medications	Supplies	Transportation	TOTALS of Items with a 5.0% Growth Rate	TOTALS of Items with a 4.0% Growth Rate	TOTALS OF 4.0% & 5.0% ITEMS & APPLYING THE GROWTH RATE
GROWTH RATE		5.0%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%			
AGE	YEAR										
8	2012	1,200.00	480.00	14,593.20	0.00	1,023.82	1,095.00	689.02	1,680	17,401	19,081
9	2013	1,200.00	180.00	10,057.20	0.00	822.82	61.25	449.32	1,380	11,391	13,295
10	2014	1,200.00	180.00	7,821.00	0.00	822.82	1,361.25	449.32	1,380	10,454	12,829
11	2015	1,200.00	180.00	7,580.00	0.00	1,422.21	321.25	449.32	1,380	9,773	12,591
12	2016	1,200.00	140.00	8,156.00	0.00	1,422.21	1,321.25	449.32	1,340	11,349	14,905
13	2017	1,200.00	140.00	7,580.00	0.00	1,122.21	321.25	449.32	1,340	9,473	13,235
14	2018	1,200.00	140.00	7,580.00	0.00	1,122.21	321.25	449.32	1,340	9,473	13,782
15	2019	1,200.00	140.00	7,580.00	0.00	1,122.21	321.25	449.32	1,340	9,473	14,351
16	2020	1,200.00	140.00	8,156.00	0.00	1,122.21	821.25	1,999.32	1,340	12,099	18,538
17	2021	1,200.00	140.00	7,580.00	0.00	1,122.21	421.25	449.32	1,340	9,573	15,704
18	2022	1,200.00	140.00	13,172.00	0.00	1,122.21	421.25	449.32	1,340	15,165	24,630
19	2023	1,200.00	80.00	576.00	0.00	1,122.21	371.25	449.32	1,280	2,519	6,067
20	2024	1,200.00	80.00	5,152.00	0.00	1,122.21	371.25	449.32	1,280	7,095	13,658
21	2025	1,200.00	80.00	576.00	0.00	1,122.21	371.25	449.32	1,280	2,519	6,608
22	2026	1,200.00	40.00	576.00	0.00	1,122.21	371.25	0.00	1,240	2,069	6,039
23	2027	1,200.00	40.00	576.00	0.00	1,122.21	371.25	0.00	1,240	2,069	6,305
24	2028	1,200.00	40.00	576.00	0.00	1,122.21	371.25	0.00	1,240	2,069	6,583
25	2029	1,200.00	40.00	1,152.00	0.00	1,122.21	371.25	0.00	1,240	2,645	7,995
26	2030	0.00	253.00	1,958.00	500.00	4,669.86	371.25	0.00	253	7,499	15,801
27	2031	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	15,385
28	2032	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	16,007
29	2033	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	16,654
30	2034	0.00	253.00	2,534.00	0.00	4,669.86	371.25	0.00	253	7,575	18,692
31	2035	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	18,028
32	2036	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	18,757
33	2037	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	19,515
34	2038	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	20,304
35	2039	0.00	253.00	2,534.00	0.00	4,669.86	371.25	0.00	253	7,575	22,786
36	2040	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	21,980
37	2041	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	22,869
38	2042	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	23,794
39	2043	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	24,757
40	2044	0.00	253.00	2,534.00	0.00	4,669.86	371.25	0.00	253	7,575	27,779
41	2045	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	26,801
42	2046	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	27,886
43	2047	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	29,015

Pet. Brooke Byers  
D.O.B. 04/15/2004

TAB A

DATE: 06/27/12  
TIME: 05:26 PM

SUMMARY OF LIFE CARE ITEMS - Life Care Plan dated 06/26/2012

ITEM OF CARE		Insurance	Physicans	Ancillary Services	Diagnostic Testing	Medications	Supplies	Transportation	TOTALS of Items with a 5.0% Growth Rate	TOTALS of Items with a 4.0% Growth Rate	TOTALS OF 4.0% & 5.0% ITEMS & APPLYING THE GROWTH RATE
GROWTH RATE		5.0%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%			
AGE	YEAR										
44	2048	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	30,189
45	2049	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	31,411
46	2050	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	32,683
47	2051	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	34,007
48	2052	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	35,384
49	2053	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	36,817
50	2054	0.00	253.00	2,534.00	0.00	4,669.86	371.25	0.00	253	7,575	41,300
51	2055	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	39,861
52	2056	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	41,476
53	2057	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	43,156
54	2058	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	44,905
55	2059	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	46,725
56	2060	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	48,619
57	2061	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	50,590
58	2062	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	52,642
59	2063	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	54,776
60	2064	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	56,998
61	2065	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	59,310
62	2066	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	61,716
63	2067	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	64,220
64	2068	0.00	253.00	1,958.00	0.00	4,669.86	371.25	0.00	253	6,999	66,826
65	2069	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	53,061
66	2070	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	55,653
67	2071	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	58,373
68	2072	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	61,226
69	2073	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	64,219
70	2074	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	67,360
71	2075	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	70,654
72	2076	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	74,110
73	2077	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	77,736
74	2078	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	81,540
75	2079	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	85,530
76	2080	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	89,717
77	2081	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	94,110
78	2082	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	98,718
79	2083	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	103,553
80	2084	2,862.44	50.60	276.40	0.00	0.00	371.25	0.00	2,913	648	108,626
		67,399	13,077	192,128	500	202,227	29,805	8,080	80,476	432,740	2,830,805
		13.13%	2.55%	37.44%	0.10%	39.40%	5.81%	1.57%			100.00%

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Byers LC Plan and Wage Loss Rev5 06 27 12

**Tab B to Proffer, filed July 30, 2012**

*Byers v. HHS*, No. 08-311V

**Annuity Funding Portfolio for the Life Care Plan**

# ANNUITY FUNDING PORTFOLIO

Life Care Plan dated June 26, 2012

4.0% and 5.0% Growth Rates

DATE: 06/27/12  
TIME: 01:26 PM

Pet. Brooke Byers  
D.O.B. 04/15/2004

		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
Item		TOTAL	ANNUAL	CASH &	ANNUITY	ANNUITY	ANNUITY	ANNUITY	ANNUITY	ANNUITY	ANNUITY	ANNUAL	CUMULATIVE
Starting Amount		MEDICAL	ANNUITY	ANNUITY	1,302	609	47,004	9,852	3,185	14,179	6,057	SAFETY	SAFETY
Inflation Factor		CARE NEEDS	BENEFITS	LUMP	5.00%	5.00%	5.00%	4.00%	4.00%	4.00%	4.00%	MARGIN	MARGIN
Beginning Year		2012		SUMS	2013	2030	2069	2013	2023	2030	2069	2012	2012
Ending Year		2084			2029	2068	LIFE	2022	2029	2068	LIFE	2084	2084
AGE	YEAR	TOTAL	S/S	Cash &	Deferred	Deferred	Deferred	Deferred	Deferred	Deferred	Deferred	Safety	Cum.Safety
		NEEDS	TOTAL	Lump Sums	Annuity	Annuity	Annuity	Annuity	Annuity	Annuity	Annuity	Margin	Margin
8	2012	19,081	25,253	25,253								6,172	6,172
9	2013	13,295	11,154		1,302			9,852				-2,141	4,031
10	2014	12,829	11,613		1,367			10,246				-1,216	2,815
11	2015	12,591	12,091		1,435			10,656				-499	2,316
12	2016	14,905	12,589		1,507			11,082				-2,316	0
13	2017	13,235	36,965	23,857	1,583			11,525				23,730	23,730
14	2018	13,782	13,648		1,662			11,986				-134	23,596
15	2019	14,351	14,211		1,745			12,466				-140	23,456
16	2020	18,538	14,797		1,832			12,965				-3,741	19,715
17	2021	15,704	15,407		1,924			13,483				-297	19,417
18	2022	24,630	16,042		2,020			14,022				-8,588	10,829
19	2023	6,067	5,306		2,121				3,185			-761	10,069
20	2024	13,658	5,539		2,227				3,312			-8,118	1,950
21	2025	6,608	5,783		2,338				3,445			-824	1,126
22	2026	6,039	6,038		2,455				3,583			-1	1,125
23	2027	6,305	6,304		2,578				3,726			-1	1,124
24	2028	6,583	6,582		2,707				3,875			-1	1,123
25	2029	7,995	6,872		2,842				4,030			-1,123	0
26	2030	15,801	23,829	9,041		609				14,179		8,028	8,028
27	2031	15,385	15,386			639				14,746		0	8,028
28	2032	16,007	16,007			671				15,336		0	8,028
29	2033	16,654	16,654			705				15,949		0	8,029
30	2034	18,692	17,328			740				16,587		-1,365	6,664
31	2035	18,028	18,028			777				17,251		0	6,664
32	2036	18,757	18,757			816				17,941		0	6,664
33	2037	19,515	19,516			857				18,659		0	6,665
34	2038	20,304	20,305			900				19,405		0	6,665
35	2039	22,786	21,126			945				20,181		-1,661	5,004
36	2040	21,980	21,980			992				20,988		0	5,005
37	2041	22,869	22,870			1,042				21,828		0	5,005
38	2042	23,794	23,795			1,094				22,701		0	5,006
39	2043	24,757	24,757			1,148				23,609		0	5,006
40	2044	27,779	25,759			1,206				24,553		-2,020	2,986



## ANNUITY FUNDING PORTFOLIO

Life Care Plan dated June 26, 2012

4.0% and 5.0% Growth Rates

DATE: 06/27/12  
TIME: 01:26 PM

Pet. Brooke Byers  
D.O.B. 04/15/2004

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
Item	TOTAL	ANNUAL	CASH &	ANNUITY	ANNUITY	ANNUITY	ANNUITY	ANNUITY	ANNUITY	ANNUITY	ANNUAL	CUMULATIVE
Starting Amount	MEDICAL	ANNUITY	ANNUITY	1,302	609	47,004	9,852	3,185	14,179	6,057	SAFETY	SAFETY
Inflation Factor	CARE NEEDS	BENEFITS	LUMP	5.00%	5.00%	5.00%	4.00%	4.00%	4.00%	4.00%	MARGIN	MARGIN
Beginning Year	2012		SUMS	2013	2030	2069	2013	2023	2030	2069	2012	2012
Ending Year	2084			2029	2068	LIFE	2022	2029	2068	LIFE	2084	2084

AGE	YEAR	TOTAL NEEDS	S/S TOTAL	Cash & Lump Sums	Deferred Annuity	Deferred Annuity	Deferred Annuity	Deferred Annuity	Deferred Annuity	Deferred Annuity	Deferred Annuity	Safety Margin	Cum.Safety Margin
41	2045	26,801	26,802			1,266				25,536		0	2,986
42	2046	27,886	27,886			1,329				26,557		0	2,987
43	2047	29,015	29,015			1,396				27,619		0	2,987
44	2048	30,189	30,190			1,466				28,724		0	2,987
45	2049	31,411	31,412			1,539				29,873		1	2,988
46	2050	32,683	32,684			1,616				31,068		1	2,988
47	2051	34,007	34,007			1,697				32,311		1	2,989
48	2052	35,384	35,385			1,781				33,603		1	2,990
49	2053	36,817	36,818			1,871				34,947		1	2,990
50	2054	41,300	38,309			1,964				36,345		-2,990	0
51	2055	39,861	39,861			2,062				37,799		1	0
52	2056	41,476	41,476			2,165				39,311		1	1
53	2057	43,156	43,157			2,274				40,883		1	2
54	2058	44,905	44,906			2,387				42,519		1	3
55	2059	46,725	46,726			2,507				44,219		1	3
56	2060	48,619	48,620			2,632				45,988		1	4
57	2061	50,590	50,591			2,764				47,828		1	5
58	2062	52,642	52,643			2,902				49,741		1	6
59	2063	54,776	54,777			3,047				51,730		1	7
60	2064	56,998	56,999			3,199				53,800		1	8
61	2065	59,310	59,311			3,359				55,952		1	9
62	2066	61,716	61,717			3,527				58,190		1	10
63	2067	64,220	64,221			3,704				60,517		1	11
64	2068	66,826	66,827			3,889				62,938		1	12
65	2069	53,061	53,061				47,004				6,057	0	12
66	2070	55,653	55,653				49,354				6,299	0	12
67	2071	58,373	58,373				51,822				6,551	0	13
68	2072	61,226	61,226				54,413				6,813	0	13
69	2073	64,219	64,219				57,134				7,086	0	13
70	2074	67,360	67,360				59,990				7,369	0	13
71	2075	70,654	70,654				62,990				7,664	0	13
72	2076	74,110	74,110				66,139				7,971	0	13
73	2077	77,736	77,736				69,446				8,289	0	13
74	2078	81,540	81,540				72,919				8,621	0	13
75	2079	85,530	85,530				76,565				8,966	0	13
76	2080	89,717	89,717				80,393				9,324	0	13
77	2081	94,110	94,110				84,412				9,697	0	13
78	2082	98,718	98,718				88,633				10,085	0	13
79	2083	103,553	103,553				93,065				10,489	0	13
80	2084	108,626	108,626				97,718				10,908	0	13
ITEMIZED TOTALS		2,830,805	2,830,819	58,151	33,644	69,484	1,111,997	118,284	25,156	1,281,911	132,191	13	13

This Report was generated using Sequoia Settlement Services, Inc. Software (c) 1990

Byers LC Plan and Wage Loss Rev5 06 27 12