

In the United States Court of Federal Claims

OFFICE OF SPECIAL MASTERS

No. 07-557 V

Filed: August 25, 2011

Not for Publication

JENNIFER WORKMAN, Natural *
Mother and Legal Custodian of the Minor *
Child AZAH-LYNN RENEE HUNT, *

Petitioner, *

v. *

SECRETARY OF THE DEPARTMENT *
OF HEALTH AND HUMAN SERVICES, *

Respondent. *

Elaine J. Knutson, Tiffin, OH, for petitioner.
Melonie J. McCall, Washington, DC, for respondent.

MILLMAN, Special Master

Damages Decision based on Stipulation;
Transverse Myelitis; DTaP, hep B, IPV, Hib,
PCV Vaccines

DECISION AWARDING DAMAGES¹

On August 19, 2011, the parties filed the attached stipulation, in which they agreed to settle this case and described the settlement terms. Petitioner alleges that the vaccinee suffered from transverse myelitis following diphtheria, tetanus, acellular pertussis ("DTaP"), hepatitis B ("hep B"), inactivated poliovirus ("IPV"), haemophilus influenza type b (Hib), and pneumococcal conjugate ("PCV") vaccinations. Respondent denies that the vaccinee's transverse myelitis was caused in fact by her DTaP, hep B, IPV, Hib, and PCV vaccinations. Nonetheless,

¹ Because this unpublished decision contains a reasoned explanation for the special master's action in this case, the special master intends to post this unpublished decision on the United States Court of Federal Claims's website, in accordance with the E-Government Act of 2002, Pub. L. No. 107-347, 116 Stat. 2899, 2913 (Dec. 17, 2002). Vaccine Rule 18(b) states that all decisions of the special masters will be made available to the public unless they contain trade secrets or commercial or financial information that is privileged and confidential, or medical or similar information whose disclosure would constitute a clearly unwarranted invasion of privacy. When such a decision is filed, petitioner has 14 days to identify and move to redact such information prior to the document's disclosure. If the special master, upon review, agrees that the identified material fits within the banned categories listed above, the special master shall redact such material from public access.

the parties agreed to resolve this matter informally.

The court hereby adopts the parties' stipulation and awards compensation in the amount and on the terms set forth therein. Pursuant to the attached stipulation, the court awards:

- a. A lump sum of **\$136,889.71**, which represents compensation for first year life care expenses (\$22,926.09) and pain and suffering (\$113,963.62), in the form of a check payable to petitioner as guardian/conservator of the estate of Azah-Lynn Hunt for the benefit of Azah-Lynn Hunt.
- b. A lump sum of **\$2,728.20**, which represents compensation for past unreimbursable expenses, in the form of a check payable to petitioner, Jennifer Workman.
- c. A lump sum of **\$7,240.22**, which represents reimbursement of a State of Florida Medicaid lien, in the form of a check payable jointly to petitioner and

First Recovery Group
26899 Northwestern Hwy., Suite 250
Southfield, MI 48033
Attn: Mr. Anthony Reddit

- d. A lump sum of **\$795.99**, which represents reimbursement of a State of Florida Medicaid lien, in the form of a check payable jointly to petitioner and

Ingenix Subrogation Services
75 Remittance Dr., Suite 6019
Chicago, IL 60675-6019
Attn: Ms. Ashley Erickson

- e. A lump sum of **\$1,916.16**, which represents reimbursement of the State of Ohio Medicaid lien, in the form of a check payable jointly to petitioner and

Treasurer, State of Ohio
Ohio Department of Job and Family Services
The Ohio Tort Recovery Unit
350 Worthington Road, Suite G
Westerville, OH 43082
Attn: Ms. Lyn Wickham

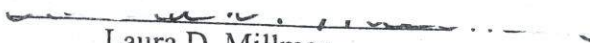
- f. An amount sufficient to purchase the annuity contract described in paragraph 10 of the attached stipulation, paid to the life insurance company from which the annuity will be purchased.

In the absence of a motion for review filed pursuant to RCFC Appendix B, the clerk of the

court is directed to enter judgment herewith.²

IT IS SO ORDERED.

Dated: Aug. 25, 2011


Laura D. Millman
Special Master

² Pursuant to Vaccine Rule 11(a), entry of judgment can be expedited by each party's filing a notice renouncing the right to seek review.

IN THE UNITED STATES COURT OF FEDERAL CLAIMS
OFFICE OF SPECIAL MASTERS

JENNIFER WORKMAN, natural mother)
and legal custodian of the minor child,)
AZAH-LYNN RENEE HUNT,)
)
Petitioner,)
v.)
)
SECRETARY OF HEALTH AND)
HUMAN SERVICES)
)
Respondent.)

RECEIVED & FILED
AUG 19 2011
OFFICE OF THE CLERK
U.S. COURT OF FEDERAL CLAIMS

557
No. 07-577V
Special Master Millman

STIPULATION

The parties hereby stipulate to the following matters:

1. On behalf of her daughter, Azah-Lynn Hunt ("Azah-Lynn"), 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 Azah-Lynn's receipt of the diphtheria, tetanus, acellular pertussis ("DTaP"), hepatitis B ("hep B"), inactivated poliovirus ("IPV"), haemophilus influenzae type b ("Hib") and pneumococcal conjugate ("PCV") vaccines, which vaccines are contained in the Vaccine Injury Table (the "Table"), 42 C.F.R. § 100.3 (a).
2. Azah-Lynn received the DTaP, hep B, IPV, Hib, and PCV vaccinations on or about July 9, 2004.
3. The vaccines were administered within the United States.
4. Petitioner alleges that as a result of receiving the vaccines, Azah-Lynn suffered from transverse myelitis. Petitioner further alleges that Azah-Lynn experienced residual effects of this injury for more than six months.

5. Petitioner represents that there has been no prior award or settlement of a civil action for damages on behalf of Azah-Lynn as a result of her condition.

6. Respondent denies that the DTaP, hep B, IPV, Hib, and PCV vaccinations caused Azah-Lynn's transverse myelitis. Respondent further denies that Azah-Lynn experienced the residual effects of her alleged vaccine-related injury for more than six months, and denies that Azah-Lynn's current disabilities are sequelae of her alleged injury.

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 \$136,889.71, which represents compensation for first year life care expenses (\$22,926.09) and pain and suffering (\$113,963.62), in the form of a check payable to petitioner as guardian/conservator of the estate of Azah-Lynn Hunt for the benefit of Azah-Lynn Hunt.

b. A lump sum of \$2,728.20, which represents compensation for past unreimbursable expenses, in the form of a check payable to petitioner, Jennifer Workman.

c. A lump sum of \$7,240.22, which amount represents reimbursement of a State of Florida Medicaid lien, in the form of a check payable jointly to petitioner and

First Recovery Group
26899 Northwestern Hwy, Suite 250
Southfield, MI 48033
Att: Mr. Anthony Redditt

Petitioner agrees to endorse this payment to First Recovery Group.

- d. A lump sum of \$795.99, representing reimbursement of a State of Florida Medicaid lien, in the form of a check payable jointly to petitioner and

Ingenix Subrogation Services
75 Remittance Dr., Suite 6019
Chicago, IL 60675-6019
Attn: Ms. Ashley Erickson

Petitioner agrees to endorse this payment to Ingenix Subrogation Services.

- e. A lump sum of \$1,916.16, representing reimbursement of the State of Ohio Medicaid lien, in the form of a check payable jointly to petitioner and

Treasurer, State of Ohio
Ohio Department of Job and Family Services
The Ohio Tort Recovery Unit
350 Worthington Road, Suite G
Westerville, OH 43082
Attn: Ms. Lyn Wickham

Petitioner agrees to endorse this payment to the Ohio Department of Job and Family Services.

- f. 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").

9. 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.

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

- a. For future unreimbursable case management expenses, beginning on the first anniversary of the date of judgment, an annual amount of \$1,000.00 to be paid up to the anniversary of the date of judgment in year 2030, increasing at the rate of three percent (3%), compounded annually from the date of judgment.
- b. For future unreimbursable PT evaluation, PT, OT evaluation, OT, health club membership, health club start up fee expenses, beginning on the first anniversary of the date of judgment, a lump sum of \$12,480.00. Then, on the anniversary of the date of judgment in year 2013, a lump sum of \$12,634.08. Then, on the anniversary of the date of judgment in year 2014, a lump sum of \$12,480.00. Then, on the anniversary of the date of judgment in year 2015, a lump sum of \$13,658.00. Then, on the anniversary of the date of judgment in year 2016, a lump sum of \$12,634.08. Then, beginning on the anniversary of the date of judgment in year 2017, an annual amount of \$12,480.00 to be paid up to the anniversary of the date of judgment in year 2019. Then, on the anniversary of the date of judgment in year 2019, a lump sum of \$6,051.40. Then, beginning on the anniversary of the date of judgment in year 2020, an annual amount of \$5,873.40 to be paid up to the anniversary of the date of judgment in year 2022. Then, on the anniversary of the date of judgment in year 2022, a lump sum of \$7,027.48. Then, on the anniversary of the date of judgment in year 2023, a lump sum of \$1,972.65. Then, beginning on the

anniversary of the date of judgment in year 2024, an annual amount of \$1,794.65 to be paid up to the anniversary of the date of judgment in year 2026. Then, on the anniversary of the date of judgment in year 2026, a lump sum of \$2,271.15. Then, on the anniversary of the date of judgment in year 2027, a lump sum of \$1,570.80. Then, beginning on the anniversary of the date of judgment in year 2028, an annual amount of \$1,392.80 to be paid up to the anniversary of the date of judgment in year 2031. Then, on the anniversary of the date of judgment in year 2031, a lump sum of \$1,570.80. Then, beginning on the anniversary of the date of judgment in year 2032, an annual amount of \$1,392.80 to be paid up to the anniversary of the date of judgment in year 2034. Then, on the anniversary of the date of judgment in year 2034, a lump sum of \$1,546.88. Then, on the anniversary of the date of judgment in year 2035, a lump sum of \$1,570.80. Then, beginning on the anniversary of the date of judgment in year 2036, an annual amount of \$1,392.80 to be paid up to the anniversary of the date of judgment in year 2039. Then, on the anniversary of the date of judgment in year 2039, a lump sum of \$2,724.88. Then, beginning on the anniversary of the date of judgment in year 2040, an annual amount of \$1,392.80 to be paid up to the anniversary of the date of judgment in year 2043. Then, on the anniversary of the date of judgment in year 2043, a lump sum of \$1,570.80. Then, on the anniversary of the date of judgment in year 2044, a lump sum of \$2,546.88. Then, beginning on the anniversary of the date of judgment in year 2045, an annual amount of \$1,392.80 to be paid up to the anniversary of the date of judgment in year 2047. Then, on the anniversary of the date of judgment in year 2047, a lump sum of \$1,570.80. Then, on the anniversary of the date of judgment in year 2048, a lump sum of \$1,392.80. Then,

on the anniversary of the date of judgment in year 2049, a lump sum of \$2,546.88. Then, on the anniversary of the date of judgment in year 2050, a lump sum of \$1,392.80. Then, on the anniversary of the date of judgment in year 2051, a lump sum of \$1,570.80. Then, beginning on the anniversary of the date of judgment in year 2052, an annual amount of \$1,392.80 to be paid up to the anniversary of the date of judgment in year 2054. Then, on the anniversary of the date of judgment in year 2054, a lump sum of \$2,546.88. Then, on the anniversary of the date of judgment in year 2055, a lump sum of \$1,570.80. Then, beginning on the anniversary of the date of judgment in year 2056, an annual amount of \$1,392.80 to be paid up to the anniversary of the date of judgment in year 2059. Then, on the anniversary of the date of judgment in year 2059, a lump sum of \$2,724.88. Then, beginning on the anniversary of the date of judgment in year 2060, an annual amount of \$1,392.80 to be paid up to the anniversary of the date of judgment in year 2063. Then, on the anniversary of the date of judgment in year 2063, a lump sum of \$1,570.80. Then, on the anniversary of the date of judgment in year 2064, a lump sum of \$2,546.88. Then, beginning on the anniversary of the date of judgment in year 2065, an annual amount of \$1,392.80 to be paid up to the anniversary of the date of judgment in year 2067. Then, on the anniversary of the date of judgment in year 2067, a lump sum of \$1,570.80. Then, on the anniversary of the date of judgment in year 2068, a lump sum of \$1,392.80. Then, on the anniversary of the date of judgment in year 2069, a lump sum of \$840.60. Then, on the anniversary of the date of judgment in year 2070, a lump sum of \$243.48. Then, on the anniversary of the date of judgment in year 2071, a lump sum of \$279.08. Thereafter, beginning on the anniversary of the date of judgment in year 2072,

an annual amount of \$252.38 to be paid for the remainder of Azah-Lynn's life, all amounts increasing at the rate of three percent (3%), compounded annually from the date of judgment.

c. For future unreimbursable counseling expenses, beginning on the first anniversary of the date of judgment, a lump sum of \$770.00. Then, on the anniversary of the date of judgment in year 2016, a lump sum of \$770.00. Then, on the anniversary of the date of judgment in year 2022, a lump sum of \$770.00. Then, on the anniversary of the date of judgment in year 2029, a lump sum of \$770.00. Then, on the anniversary of the date of judgment in year 2034, a lump sum of \$770.00. Then, on the anniversary of the date of judgment in year 2039, a lump sum of \$770.00. Then, on the anniversary of the date of judgment in year 2049, a lump sum of \$770.00, all amounts increasing at the rate of three percent (3%), compounded annually from the date of judgment.

d. For future unreimbursable cystometogram, cystoscopy, urinalysis, pediatrician, physical medicine and rehabilitation, orthopaedist, x-rays of spine, radiologist, AFO, and urologist expenses, beginning on the first anniversary of the date of judgment, an annual amount of \$3,170.28 to be paid up to the anniversary of the date of judgment in year 2014. Then, beginning on the anniversary of the date of judgment in year 2014, an annual amount of \$3,645.08 to be paid up to the anniversary of the date of judgment in year 2018. Then, on the anniversary of the date of judgment in year 2018, a lump sum of \$3,128.58. Then, on the anniversary of the date of judgment in year 2019, a lump sum of \$2,340.78. Then, on the anniversary of the date of judgment in year 2020, a lump sum of \$1,527.50. Then, on the anniversary of the date of judgment in year 2021, a lump sum of

\$1,214.50. Then, on the anniversary of the date of judgment in year 2022, a lump sum of \$2,654.30. Then, on the anniversary of the date of judgment in year 2023, a lump sum of \$1,268.00. Then, on the anniversary of the date of judgment in year 2024, a lump sum of \$1,096.50. Then, on the anniversary of the date of judgment in year 2025, a lump sum of \$783.50. Then, beginning on the anniversary of the date of judgment in year 2026, an annual amount of \$713.00 to be paid up to the anniversary of the date of judgment in year 2028. Then, on the anniversary of the date of judgment in year 2028, a lump sum of \$1,197.50. Then, on the anniversary of the date of judgment in year 2029, a lump sum of \$1,026.00. Then, on the anniversary of the date of judgment in year 2030, a lump sum of \$783.50. Then, beginning on the anniversary of the date of judgment in year 2031, an annual amount of \$713.00 to be paid up to the anniversary of the date of judgment in year 2033. Then, on the anniversary of the date of judgment in year 2033, a lump sum of \$1,197.50. Then, on the anniversary of the date of judgment in year 2034, a lump sum of \$1,026.00. Then, on the anniversary of the date of judgment in year 2035, a lump sum of \$783.50. Then, beginning on the anniversary of the date of judgment in year 2036, an annual amount of \$713.00 to be paid up to the anniversary of the date of judgment in year 2038. Then, on the anniversary of the date of judgment in year 2038, a lump sum of \$1,197.50. Then, on the anniversary of the date of judgment in year 2039, a lump sum of \$1,026.00. Then, on the anniversary of the date of judgment in year 2040, a lump sum of \$783.50. Then, beginning on the anniversary of the date of judgment in year 2041, an annual amount of \$713.00 to be paid up to the anniversary of the date of judgment in year 2043. Then, on the anniversary of the date of judgment in year 2043, a lump sum of

\$1,197.50. Then, on the anniversary of the date of judgment in year 2044, a lump sum of \$676.00. Then, on the anniversary of the date of judgment in year 2045, a lump sum of \$433.50. Then, beginning on the anniversary of the date of judgment in year 2046, an annual amount of \$200.00 to be paid up to the anniversary of the date of judgment in year 2049. Then, on the anniversary of the date of judgment in year 2049, a lump sum of \$513.00. Then, on the anniversary of the date of judgment in year 2050, a lump sum of \$270.50. Then, beginning on the anniversary of the date of judgment in year 2051, an annual amount of \$200.00 to be paid up to the anniversary of the date of judgment in year 2054. Then, on the anniversary of the date of judgment in year 2054, a lump sum of \$513.00. Then, on the anniversary of the date of judgment in year 2055, a lump sum of \$270.50. Then, beginning on the anniversary of the date of judgment in year 2056, an annual amount of \$200.00 to be paid up to the anniversary of the date of judgment in year 2059. Then, on the anniversary of the date of judgment in year 2059, a lump sum of \$513.00. Then, on the anniversary of the date of judgment in year 2060, a lump sum of \$270.50. Then, beginning on the anniversary of the date of judgment in year 2061, an annual amount of \$200.00 to be paid up to the anniversary of the date of judgment in year 2064. Then, on the anniversary of the date of judgment in year 2064, a lump sum of \$513.00. Then, on the anniversary of the date of judgment in year 2065, a lump sum of \$270.50. Then, beginning on the anniversary of the date of judgment in year 2066, an annual amount of \$200.00 to be paid up to the anniversary of the date of judgment in year 2069. Then, on the anniversary of the date of judgment in year 2069, a lump sum of \$102.60. Then, on the anniversary of the date of judgment in year 2070, a lump sum of

\$66.62. Thereafter, beginning on the anniversary of the date of judgment in year 2071, an annual amount of \$55.34 to be paid for the remainder of Azah-Lynn's life, all amounts increasing at the rate of four percent (4%), compounded annually from the date of judgment.

e. For future unreimbursable Detrol LA expenses, beginning on the first anniversary of the date of judgment, an annual amount of \$2,361.55 to be paid up to the anniversary of the date of judgment in year 2046, increasing at the rate of five percent (5%), compounded annually from the date of judgment.

f. For future unreimbursable wheelchair/stroller, scooter, scooter lift, scooter batteries, bath mat, shower bench, hand held shower, wheeled cart, grab bar, laundry, shoe allowance, adapted bike/trike, exercise band, bosu, weight, and mini-trampoline expenses, beginning on the first anniversary of the date of judgment, a lump sum of \$180.00. Then, on the anniversary of the date of judgment in year 2013, a lump sum of \$357.50. Then, on the anniversary of the date of judgment in year 2014, a lump sum of \$219.95. Then, on the anniversary of the date of judgment in year 2015, a lump sum of \$192.99. Then, on the anniversary of the date of judgment in year 2016, a lump sum of \$150.00. Then, on the anniversary of the date of judgment in year 2017, a lump sum of \$164.95. Then, on the anniversary of the date of judgment in year 2018, a lump sum of \$5,412.23. Then, on the anniversary of the date of judgment in year 2019, a lump sum of \$366.99. Then, on the anniversary of the date of judgment in year 2020, a lump sum of \$274.95. Then, on the anniversary of the date of judgment in year 2021, a lump sum of \$308.77. Then, on the anniversary of the date of judgment in year 2022, a lump sum

of \$405.00. Then, on the anniversary of the date of judgment in year 2023, a lump sum of \$371.44. Then, on the anniversary of the date of judgment in year 2024, a lump sum of \$260.00. Then, on the anniversary of the date of judgment in year 2025, a lump sum of \$432.73. Then, on the anniversary of the date of judgment in year 2026, a lump sum of \$5,374.95. Then, on the anniversary of the date of judgment in year 2027, a lump sum of \$272.99. Then, on the anniversary of the date of judgment in year 2028, a lump sum of \$343.50. Then, beginning on the anniversary of the date of judgment in year 2029, an annual amount of \$260.00 to be paid up to the anniversary of the date of judgment in year 2031. Then, on the anniversary of the date of judgment in year 2031, a lump sum of \$415.76. Then, on the anniversary of the date of judgment in year 2032, a lump sum of \$260.00. Then, on the anniversary of the date of judgment in year 2033, a lump sum of \$343.50. Then, on the anniversary of the date of judgment in year 2034, a lump sum of \$5,360.00. Then, on the anniversary of the date of judgment in year 2035, a lump sum of \$272.99. Then, on the anniversary of the date of judgment in year 2036, a lump sum of \$260.00. Then, on the anniversary of the date of judgment in year 2037, a lump sum of \$474.00. Then, on the anniversary of the date of judgment in year 2038, a lump sum of \$343.50. Then, on the anniversary of the date of judgment in year 2039, a lump sum of \$272.99. Then, on the anniversary of the date of judgment in year 2040, a lump sum of \$260.00. Then, on the anniversary of the date of judgment in year 2041, a lump sum of \$308.77. Then, on the anniversary of the date of judgment in year 2042, a lump sum of \$5,360.00. Then, on the anniversary of the date of judgment in year 2043, a lump sum of \$450.49. Then, beginning on the anniversary of the date of judgment in year 2044, an

annual amount of \$260.00 to be paid up to the anniversary of the date of judgment in year 2046. Then, on the anniversary of the date of judgment in year 2046, a lump sum of \$170.00. Then, on the anniversary of the date of judgment in year 2047, a lump sum of \$182.99. Then, on the anniversary of the date of judgment in year 2048, a lump sum of \$253.50. Then, on the anniversary of the date of judgment in year 2049, a lump sum of \$264.00. Then, on the anniversary of the date of judgment in year 2050, a lump sum of \$5,270.00. Then, on the anniversary of the date of judgment in year 2051, a lump sum of \$231.76. Then, on the anniversary of the date of judgment in year 2052, a lump sum of \$290.00. Then, on the anniversary of the date of judgment in year 2053, a lump sum of \$253.50. Then, on the anniversary of the date of judgment in year 2054, a lump sum of \$170.00. Then, on the anniversary of the date of judgment in year 2055, a lump sum of \$276.99. Then, beginning on the anniversary of the date of judgment in year 2056, an annual amount of \$170.00 to be paid up to the anniversary of the date of judgment in year 2058. Then, on the anniversary of the date of judgment in year 2058, a lump sum of \$5,353.50. Then, on the anniversary of the date of judgment in year 2059, a lump sum of \$182.99. Then, on the anniversary of the date of judgment in year 2060, a lump sum of \$170.00. Then, on the anniversary of the date of judgment in year 2061, a lump sum of \$312.77. Then, on the anniversary of the date of judgment in year 2062, a lump sum of \$170.00. Then, on the anniversary of the date of judgment in year 2063, a lump sum of \$266.49. Then, beginning on the anniversary of the date of judgment in year 2064, an annual amount of \$170.00 to be paid up to the anniversary of the date of judgment in year 2066. Then, on the anniversary of the date of judgment in year 2066, a lump sum of

\$5,270.00. Then, on the anniversary of the date of judgment in year 2067, a lump sum of \$396.99. Then, on the anniversary of the date of judgment in year 2068, a lump sum of \$261.50. Then, beginning on the anniversary of the date of judgment in year 2069, an annual amount of \$178.00 to be paid up to the anniversary of the date of judgment in year 2071. Then, on the anniversary of the date of judgment in year 2071, a lump sum of \$239.76. Then, on the anniversary of the date of judgment in year 2072, a lump sum of \$186.13. Then, on the anniversary of the date of judgment in year 2073, a lump sum of \$363.63. Then, on the anniversary of the date of judgment in year 2074, a lump sum of \$3,238.50. Thereafter, beginning on the anniversary of the date of judgment in year 2075, an annual amount of \$596.00 to be paid for the remainder of Azah-Lynn's life, all amounts increasing at the rate of three percent (3%), compounded annually from the date of judgment.

g. For future unreimbursable diaper, garbage bag, pads, and wipe expenses, beginning on the first anniversary of the date of judgment, an annual amount of \$250.00 to be paid up to the anniversary of the date of judgment in year 2046, increasing at the rate of three percent (3%), compounded annually from the date of judgment.

h. For future unreimbursable mileage expenses, beginning on the first anniversary of the date of judgment, an annual amount of \$222.75 to be paid up to the anniversary of the date of judgment in year 2019. Then, beginning on the anniversary of the date of judgment in year 2019, an annual amount of \$123.75 to be paid up to the anniversary of the date of judgment in year 2023. Then, beginning on the anniversary of the date of judgment in year 2023, an annual amount of \$66.00 to be paid up to the anniversary of

the date of judgment in year 2027. Thereafter, beginning on the anniversary of the date of judgment in year 2027, an annual amount of \$53.63 to be paid for the remainder of Azah-Lynn's life, all amounts increasing at the rate of three percent (3%), compounded annually from the date of judgment.

At the sole discretion of the Secretary of Health and Human Services, the periodic payments may be provided to petitioner in monthly, quarterly, annual or other installments. The "annual amounts" set forth above describe only the total yearly sum to be paid to petitioner and do not require that the payment be made in one annual installment. Petitioner will continue to receive the annuity payments from the Life Insurance Company only so long as Azah-Lynn is alive at the time that a particular payment is due. Written notice to the Secretary of Health and Human Services and the Life Insurance Company shall be provided within twenty (20) days of Azah-Lynn'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 the amounts awarded pursuant to paragraph 12 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. 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 special master to award reasonable attorneys' fees and costs incurred in proceeding upon this petition.

13. Petitioner and her attorney represent that they have identified to respondent all known sources of payment for items or services for which the Program is not primarily liable under 42 U.S.C. § 300aa-15(g), including State compensation programs, insurance policies, Federal or State health benefits programs (other than Title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.)), or entities that provide health services on a pre-paid basis.

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

15. The parties and their attorneys further agree and stipulate that, except for any award for attorneys' fees, and litigation costs, and past unreimbursable expenses, the money provided pursuant to this Stipulation either immediately or as part of the annuity contract, will be used solely for the benefit of Azah-Lynn, 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).

16. Petitioner represents that she presently is, or within 90 days of the date of judgment will become, duly authorized to serve as guardian/conservator of Azah-Lynn's estate under the laws of the State of Florida. No payments pursuant to this Stipulation shall be made until petitioner provides the Secretary with documentation establishing her appointment as

guardian/conservator of Azah-Lynn's estate. If petitioner is not authorized by a court of competent jurisdiction to serve as guardian/conservator of the estate of Azah-Lynn Hunt at the time a payment pursuant to this Stipulation is to be made, any such payment shall be paid to the party or parties appointed by a court of competent jurisdiction to serve as guardian/conservator of the estate of Azah-Lynn Hunt upon submission of written documentation of such appointment to the Secretary.

17. In return for the payments described in paragraphs 8 and 12, petitioner, in her individual capacity and as legal representative of Azah-Lynn, on behalf of herself, Azah-Lynn, and her heirs, executors, administrators, successors or assigns, does forever irrevocably and unconditionally release, acquit and discharge the United States and the Secretary of Health and Human Services from any and all actions or causes of action (including agreements, judgments, claims, damages, loss of services, expenses and all demands of whatever kind or nature) that have been brought, could have been brought, or could be timely brought in the Court of Federal Claims, under the National Vaccine Injury Compensation Program, 42 U.S.C. §300aa-10 et seq., on account of, or in any way growing out of, any and all known or unknown, suspected or unsuspected personal injuries to or death of Azah-Lynn resulting from, or alleged to have resulted from, the DTaP, hep B, IPV, Hib, and PCV vaccinations administered on July 9, 2004, as alleged by petitioner in a petition for vaccine compensation filed on or about July 24, 2007, in the United States Court of Federal Claims as petition No. 07-557V.

18. If Azah-Lynn should die prior to entry of judgment, this agreement shall be voidable upon proper notice to the Court on behalf of either or both of the parties.

19. 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 voidable at the sole discretion of either party.

20. This Stipulation expresses a full and complete negotiated settlement of liability and damages claimed under the National Childhood Vaccine Injury Act of 1986, as amended, except as otherwise noted in paragraph 12 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. The parties further agree and understand that the award described in this Stipulation may reflect a compromise of the parties' respective positions as to liability and/or amount of damages, and further, that a change in the nature of the injury or condition or in the items of compensation sought, is not grounds to modify or revise this agreement.

21. Petitioner hereby authorizes respondent to disclose documents filed by petitioner 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.


22. This Stipulation shall not be construed as an admission by the United States or the Secretary of Health and Human Services that the DTaP, hep B, IPV, Hib, and PCV vaccines caused Azah-Lynn's transverse myelitis or her current disabilities; or that Azah-Lynn experienced the residual effects of this injury for more than six months.

23. All rights and obligations of petitioner hereunder shall apply equally to petitioner's heirs, executors, administrators, successors, and/or assigns as legal representatives of Azah-Lynn Hunt.

END OF STIPULATION

Respectfully submitted,

PETITIONER:




JENNIFER WORKMAN

**ATTORNEY OF RECORD FOR
PETITIONER:**



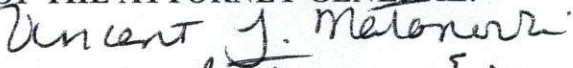
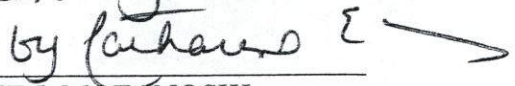
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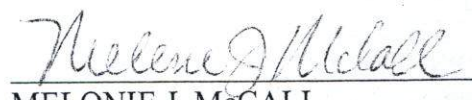
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Dated: 8/19/11