



purchase the annuity contracts described below in Paragraph 3.b., and to establish the Irrevocable Reversionary Inter Vivos Grantor Medical Care Trust (hereinafter “Reversionary Trust”) described below in Paragraph 3.c.

a. Within three business days after counsel of record for the United States receives (1) this Stipulation signed by all parties to said document; (2) the Reversionary Trust signed by all parties to said document; (3) a court Order approving the settlement on behalf of **AAA AAA** (a minor); (4) the Social Security numbers or tax identification numbers of Plaintiffs and their attorneys; and (5) an authorization by the Attorney General or his designee to conclude negotiations and to consummate the settlement, counsel for the United States will send a formal request to the United States Treasury, requesting that the sum of **\$XXX** (hereinafter “Settlement Amount”) be expeditiously sent by electronic funds transfer (“EFT”) to the Huver and Associates, Inc., settlement account.

Within five business days after Huver and Associates, Inc., receives a notice from its bank that the Settlement Amount has been received into said company’s settlement trust account and has received a legible copy of the birth certificate and social security card of **AAA AAA** (a minor), Huver and Associates, Inc., agrees to distribute the Settlement Amount as set forth below:

i. A check in the amount of **\$XXX** (hereinafter “Upfront Cash”), made payable to: (1) Parents on behalf of **AAA AAA** (a minor); (2) Parents; and (3) the law firm of **A, B, and C**, LLP. The Upfront Cash check shall be delivered to the Office of the United States Attorney for the District of **YYYYY** to be held by Defendant’s counsel of record until such time as Plaintiffs’ counsel of record files a motion with the District Court to dismiss this action in its entirety with prejudice, with each party to bear its own costs, expenses, and fees. Upon the filing of said motion, the United States will deliver the Upfront Cash check to Plaintiffs’ counsel of record. In consideration for the payment of the Upfront Cash, the Plaintiffs stipulate and

agree that the United States will not sign any annuity application form or uniform qualified settlement form or any equivalent form; nor will the United States pay the Upfront Cash into a qualified settlement fund or its equivalent. Plaintiffs further stipulate and agree that they, their attorneys, and their representatives (including any structured settlement annuity broker, regardless of whether said broker was retained by them or by someone else, either before, during, or after the settlement) will not attempt to structure the Upfront Cash in any way, form, or manner, including by placing any of the Upfront Cash into any qualified settlement fund or its equivalent. However, nothing in this Paragraph 3.a.i. precludes the Plaintiffs from purchasing standard, non-structured settlement annuities after the Plaintiffs have cashed their Upfront Cash settlement proceeds, but they agree that they will not represent to any person, entity, or agency that they are purchasing structured settlement annuities and they agree they will not attempt to purchase such structured settlement annuities.

ii. For the funding of the Reversionary Trust described below in Paragraph 3.c., Huver and Associates, Inc., will distribute the sum of \$ **XXX** Dollars (**XXXX**) (hereinafter “Trust Funding Amount”) as follows:

(a) To an annuity company(ies), rated at least “A” by “A.M. Best Rating Service,” the sum of One Dollar (**XXXX**) to purchase the installment refund annuity contract described in paragraph 3.b., below.

(b) To the Reversionary Trust for and on behalf of **AAA AAA**, the sum of One Dollar (**XXXX**).

The parties agree that any attorneys’ fees owed by the Plaintiffs in their Federal Tort Claims Act suit against the United States shall not exceed 25% of the Settlement Amount. 28 U.S.C. § 2678. The parties further agree that any such attorneys’ fees, along with any costs and expenses of said action against the United States and any costs, expenses, or fees associated with

obtaining any court approval of this settlement, shall be paid out of the Upfront Cash amount paid pursuant to Paragraph 3.a.i., above, and not in addition thereto. The parties agree that any fees for legal services incurred in this action, and in any court proceedings reviewing the settlement for approval purposes, shall be considered attorneys' fees and not costs, shall be subject to the provisions of 28 U.S.C. § 2678, and shall be paid out of the Upfront Cash amount paid pursuant to Paragraph 3.a.i., above, and not in addition thereto.

The Plaintiffs stipulate and agree that they are legally responsible for any and all past, present, and future liens or claims for payment or reimbursement, including any past, present, and future liens or claims for payment or reimbursement by private insurance companies, Medicaid or Medicare may have arising from the injuries that are the subject matter of this action. The Plaintiffs stipulate and agree that they will satisfy or resolve any and all past, present, and future liens or claims for payment or reimbursement asserted by any individual or entity, including private insurance companies, Medicaid, and Medicare may have arising from the injuries that are the subject matter of this action. The Plaintiffs and their attorneys represent that, as of the date they sign this Stipulation, they have made a diligent search and effort to determine the identity of any individual or entity that has or may have a lien or claim for payment or reimbursement arising from the injuries that are the subject matter of this action. The Plaintiffs and their attorneys agree that, no later than thirty (30) days from the date any past, present, or future lien or claim for payment or reimbursement is paid or resolved by the Plaintiffs, they will provide to the United States evidence that said lien or claim has been satisfied or resolved and that said lien holder or claimant has waived and released such lien or claim. The evidence required by the terms of this Paragraph may be satisfied by a letter from Plaintiffs' attorneys representing to counsel for the United States that such lien or claim has been satisfied or resolved and that the lien holder or claimant has waived and released such lien and claim.

b. Based upon the terms and conditions of this Stipulation, the United States shall purchase an installment refund annuity contract to pay to the Reversionary Trust for and on behalf of AAA AAA, a sum of \$XXX per month, compounding at one (X%) percent annually after the first year of payments, commencing 30 days from the date of the purchase of the annuity and continuing thereafter for the life of AAA AAA (Date of Birth: YYYY). In the event the cost of the annuity contract has either increased or decreased by the date of purchase, the monthly annuity payments set forth above shall be adjusted downward or upward to ensure that the premium cost of the annuity contract is equal to \$XXX and not more or less than that amount. The periodic payment is based upon the date of birth provided by the Plaintiffs. In the event the actual birth date of AAA AAA differs from the information provided by the Plaintiffs, the amount of the lifetime periodic payments shall be adjusted so the benefits of the contract are what the premiums paid for the lifetime annuity payments would have purchased on the date of the annuity's purchase. Upon the death of AAA AAA, any installment refund payments shall be made payable to the United States Treasury and sent to the Torts Branch, Civil Division, United States Department of Justice, P.O. Box 888, Benjamin Franklin Station, Washington, D.C. 20044, or, upon written notice, any subsequent change of address.

The annuity contracts being purchased pursuant to this Paragraph 3.b. will be owned solely and exclusively by the United States and will be purchased through Huver and Associates, Inc., as specified above in Paragraph 3.a. The parties stipulate and agree that the United States' only obligation with respect to said annuity contracts and any annuity payments there from is to purchase the annuity contracts, and they further agree that the United States does not guarantee or insure any of the annuity payments. The parties further stipulate and agree that the United States is released from any and all obligations with respect to the annuity contracts and annuity payments upon the purchase of the annuity contracts.

The parties stipulate and agree that the annuity company that issues the annuity contracts shall at all times have the sole obligation for making all annuity payments. The obligation of the annuity company to make each annuity payment shall be discharged upon the mailing of a valid check, a direct deposit, or an electronic deposit, in the amount of such payment to the address or account designated by the party to whom the payment is required to be made under the Stipulation. Payments lost or delayed through no fault of the annuity company shall be promptly replaced by the annuity company issuing the payment.

The parties stipulate and 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 are subject to execution or any legal process for any obligation in any manner, and that the Plaintiffs 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.

The parties agree that Plaintiffs and their heirs, executors, administrators, or assigns shall maintain with the annuity company and the United States a current mailing address, and shall notify the annuity company and the United States of the death of **AAA AAA**, within fifteen (15) days of the date of death. Plaintiffs and their guardians, heirs, executors, administrators, or assigns do hereby further agree that, upon the death of **AAA AAA**, they will provide to the annuity company and the United States a certified copy of the death certificate within fifteen (15) days of receipt of the certified copies.

c. The United States shall establish, as the grantor, the Reversionary Trust on the following terms and conditions:

i. The parties agree to the terms, conditions, and requirements of the Reversionary Trust, a copy of which is attached hereto and incorporated by reference.

ii. The parties agree that the Plaintiffs and their successors or assigns shall provide to the administrator and trustee of said trust any information, documentation, authorizations, or signatures required by the terms of the trust or by the administrator or trustee in administering the terms of the trust. The parties agree that the failure to provide such information, documentation, authorizations, or signatures may result in the denial, in whole or part, of payments from the trust estate, depending on the terms of the trust.

iii. The parties agree that Plaintiffs and their heirs, executors, administrators, or assigns shall maintain with the trustee, the administrator, and the United States a current mailing address, and shall notify the trustee, the administrator, and the United States of the death of AAA AAA, within fifteen (15) days of the date of death. Plaintiffs and their guardians, heirs, executors, administrators, or assigns do hereby further agree that, upon the death of AAA AAA, they will provide to the trustee, the administrator, and the United States a certified copy of the death certificate within fifteen (15) days of receipt of the certified copies.

iv. The parties agree that upon the death of AAA AAA, the trustee shall, to the extent authorized by the terms of said trust, pay allowable charges, expenses, and benefits, and liquidate and distribute the remaining trust estate to the United States made payable to the United States Treasury, and sent to the Torts Branch, Civil Division, United States Department of Justice, P.O. Box 888, Benjamin Franklin Station, Washington, D.C. 20044, or, upon written notice, any subsequent change of address.

4. In consideration of the United States agreeing to the terms and conditions of this Stipulation, Plaintiffs and their heirs, executors, administrators, or assigns do hereby accept the sums set forth above in Paragraph 3.a., the purchase of the annuity contracts set forth above in Paragraph 3.b., and the establishment of the Reversionary Trust set forth above in Paragraph 3.c., in full settlement, release, and satisfaction of any and all claims, demands, rights, and causes of

action of whatsoever kind and nature, including any future claims for wrongful death and any claims for fees, interest, costs, and expenses, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, death, or damage to property, and the consequences thereof, which the Plaintiffs or their heirs, executors, administrators, or assigns may have or hereafter acquire against the United States, its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action. Plaintiffs and their heirs, executors, administrators, and assigns do hereby further agree to reimburse, indemnify, and hold harmless the United States and its agents, servants, and employees from and against any and all such claims, causes of action, liens, rights, or subrogated or contribution interests (whether such claims, causes of action, liens, right, subrogated interests, or contribution interests sound in tort, contract, or statutory) incident to, or resulting or arising from, the acts or omissions that gave rise to the above-captioned action, including claims or causes of action for wrongful death.

5. This compromise settlement is specifically subject to each of the following conditions:

a. The Attorney General or the Attorney General's designee must approve the terms of the settlement and authorize the attorneys representing the United States to negotiate and consummate a settlement for the amount and upon the terms and conditions agreed upon by the parties, as set forth in this Stipulation.

b. The parties must agree in writing to the terms, conditions, and requirements of this Stipulation and the Reversionary Trust. The parties stipulate and agree that the Stipulation and the compromise settlement are null and void in the event the parties cannot agree on the terms, conditions, and requirements of this Stipulation or the Reversionary Trust. The terms, conditions, and requirements of this Stipulation are not severable and the failure to agree, fulfill, or comply with any term, condition, or requirement renders the entire Stipulation and the compromise settlement null and void. The parties must agree to the terms, conditions, and requirements of the

Stipulation and the Reversionary Trust before counsel for the United States will seek settlement authority from the Attorney General or the Attorney General's designee.

c. **AAA AAA**, a minor, must be alive at the time the annuity contracts described in Paragraph 3.b., above, are purchased and at the time the Reversionary Trust being established pursuant to Paragraph 3.c., above, is "deemed established," as that phrase is defined in Article V of the Reversionary Trust. In the event of the death of **AAA AAA** prior to the date the annuity contracts are purchased or the Reversionary Trust is deemed established, the entire Stipulation and the compromise settlement are null and void.

d. Plaintiffs must provide the United States with a complete set of the extant medical records of **AAA AAA** (including any independent medical examinations conducted for purposes of this litigation, any and all clinic visits, whether for routine checkups or for treatment and care for any medical condition, injury, disease, etc., any and all hospital and emergency room records, and any records of any diagnostic testing) for the past 36 months for inspection and review by the United States or any medical consultant retained by the United States. The Plaintiffs must provide such extant medical records before counsel for the United States will seek settlement authority from the Attorney General or the Attorney General's designee.

e. Plaintiffs must obtain at their expense an Order by a court of competent jurisdiction approving the terms of the settlement on behalf of **AAA AAA** (a minor), based upon the terms and conditions of an Order or Orders provided by the United States. Plaintiffs agree to obtain any such court Order in a timely manner – time being of the essence. Plaintiffs further agree that the United States may void this settlement at its option in the event any such court Order is not obtained in a timely manner. In the event Plaintiffs fail to obtain any such court Order, the entire Stipulation and the compromise settlement are null and void. The Plaintiffs must obtain

any such court Order before counsel for the United States will seek settlement authority from the Attorney General or the Attorney General's designee.

f. Plaintiffs must obtain a release and waiver of any claim or cause of action (whether sounding in tort, contract, statutory, or otherwise) that any alleged tortfeasor, if any, has or may have in the future against the United States, its agents, servants, and employees arising out of the subject matter of the above-captioned action. The United States will provide the form of Release and Waiver to be used by the Plaintiffs. Prior to counsel for the United States seeking approval from the Attorney General or his designee, the Plaintiffs must provide the United States with either (i) all such releases and waivers required by this Paragraph 5.f., or (ii) a written representation by Plaintiffs' counsel stating, after a diligent search of counsel's law firm's records and files, including expert and consultant reports, and of the Plaintiffs' records and files, that the Plaintiffs and their counsel are unaware of any such potential tortfeasor.

g. In the event there are any currently known liens or claims for payment or reimbursement, including any liens or claims by Medicaid or Medicare, whether disputed as legally valid or not, Plaintiffs must obtain a release and waiver from any State, private entity, or private individual who claims to have such lien or claim. For purposes of this Stipulation, such lien or claim includes but is not limited to, a claim or cause of action for reimbursement for any payments made to or on behalf of the Plaintiffs or a claim or cause of action for reimbursement for any goods or services provided or furnished to or on behalf of the Plaintiffs. The United States will provide the form of Release and Waiver to be used by the Plaintiffs. Prior to counsel for the United States seeking approval from the Attorney General or his designee, the Plaintiffs must provide the United States with either (i) all such releases and waivers required by this Paragraph 5.g., or (ii) a written representation by Plaintiffs' counsel stating, after a diligent search of

counsel's law firm's records and files and of the Plaintiffs' personal records and files, that no such liens or claims are currently known to exist.

6. Subject to the terms and conditions set forth in Paragraph 3.a., above, Plaintiffs' attorneys agree to distribute the Upfront Cash paid pursuant to Paragraph 3.a.i., above, to the Plaintiffs after paying or resolving any lien or claim for reimbursement or payment for which Plaintiffs have agreed to be legally responsible under the terms of this Stipulation.

7. The parties agree that this Stipulation, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the Plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

8. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, **XXXX**.

Defendant, UNITED STATES OF AMERICA

By: \_\_\_\_\_  
**XXXX XXXX**  
Assistant United States Attorney  
District of **XXXX**  
Attorney for United States of America

Executed this \_\_\_\_\_ day of \_\_\_\_\_, **XXXX**.  
PLAINTIFFS' ATTORNEY

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**YYYY YYYY**  
Attorney for Plaintiffs

Executed this \_\_\_\_\_ day of \_\_\_\_\_, **XXXX**.  
PLAINTIFFS' ATTORNEY

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**YYYY YYYY**  
Attorney for Plaintiffs

Executed this \_\_\_\_\_ day of \_\_\_\_\_, **XXXX**.  
PLAINTIFF **AAA AAA**, A MINOR

By: \_\_\_\_\_  
**CCC CCC**, *as parent and guardian*

By: \_\_\_\_\_  
**DDD DDD**, *as parent and guardian*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, **XXXX**.  
PLAINTIFF **CCC CCC**

\_\_\_\_\_  
**CCC CCC**, *Individually*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, **XXXX**.  
PLAINTIFF **DDDD DDDD**

\_\_\_\_\_  
**DDDD DDDD**, *Individually*

Executed this \_\_\_\_ day of \_\_\_\_\_, **XXXX**.  
HUVER AND ASSOCIATES, INC.

By: \_\_\_\_\_  
**HHHH HHHH**