

In the United States Court of Federal Claims

OFFICE OF SPECIAL MASTERS

No. 18-1365V

UNPUBLISHED

ROBERT STOLL,

Petitioner,

v.

SECRETARY OF HEALTH AND
HUMAN SERVICES,

Respondent.

Chief Special Master Corcoran

Filed: August 10, 2022

Special Processing Unit (SPU); Joint
Stipulation on Damages; Hepatitis B
(Hep B) Vaccine; Shoulder Injury
Related to Vaccine Administration
(SIRVA)

Amy A. Senerth, Muller Brazil, LLP, Dresher, PA, for Petitioner.

Camille Michelle Collett, U.S. Department of Justice, Washington, DC, for Respondent.

DECISION ON JOINT STIPULATION¹

On September 6, 2018, Robert Stoll filed a petition for compensation under the National Vaccine Injury Compensation Program, 42 U.S.C. §300aa-10, *et seq.*² (the “Vaccine Act”). Petitioner alleges that he suffered a shoulder injury related to vaccine administration (“SIRVA”) as a result of a Hepatitis B vaccine that was administered to him on March 28, 2017. Petition at 1; Stipulation, filed on August 8, 2022, at ¶¶ 2, 4. Petitioner further alleges that he received the vaccine in the United States, that he has experienced the residual effects of his injury for more than six months, and there has been no prior award or settlement of a civil action for damages as a result of his alleged condition. Petition at 1, 3-4; Stipulation at ¶¶ 3-5. “Respondent denies that petitioner sustained a SIRVA, as defined in the Table; denies that the vaccine caused petitioner’s alleged shoulder injury, or any other injury; and denies that his current condition is a sequelae of a vaccine-related injury.” Stipulation at ¶ 6.

¹ Because this unpublished Decision contains a reasoned explanation for the action in this case, I am required to post it on the United States Court of Federal Claims' website in accordance with the E-Government Act of 2002. 44 U.S.C. § 3501 note (2012) (Federal Management and Promotion of Electronic Government Services). **This means the Decision will be available to anyone with access to the internet.** In accordance with Vaccine Rule 18(b), Petitioner has 14 days to identify and move to redact medical or other information, the disclosure of which would constitute an unwarranted invasion of privacy. If, upon review, I agree that the identified material fits within this definition, I will redact such material from public access.

² National Childhood Vaccine Injury Act of 1986, Pub. L. No. 99-660, 100 Stat. 3755. Hereinafter, for ease of citation, all section references to the Vaccine Act will be to the pertinent subparagraph of 42 U.S.C. § 300aa (2012).

Nevertheless, on August 8, 2022, the parties filed the attached joint stipulation, stating that a decision should be entered awarding compensation. I find the stipulation reasonable and adopt it as my decision awarding damages, on the terms set forth therein.

Pursuant to the terms stated in the attached Stipulation, **I award** the following compensation:

A lump sum of \$17,500.00 in the form of a check payable to Petitioner. Stipulation at ¶ 8. This amount represents compensation for all items of damages that would be available under Section 15(a). *Id.*

I approve the requested amount for Petitioner's compensation. In the absence of a motion for review filed pursuant to RCFC Appendix B, the Clerk of Court is directed to enter judgment in accordance with this decision.³

IT IS SO ORDERED.

s/Brian H. Corcoran
Brian H. Corcoran
Chief Special Master

³ Pursuant to Vaccine Rule 11(a), entry of judgment can be expedited by the parties' joint filing of notice renouncing the right to seek review.

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

<hr/>)	
ROBERT STOLL,)	
)	
	Petitioner,)	
)	No. 18-1365V
v.)	Chief Special Master Corcoran
)	ECF
SECRETARY OF HEALTH)	
AND HUMAN SERVICES,)	
)	
	Respondent.)	
<hr/>)	

STIPULATION

The parties hereby stipulate to the following matters:

1. Robert Stoll, 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”) on September 6, 2018. The petition seeks compensation for injuries allegedly related to petitioner’s receipt of the Hepatitis B (“Hep B”) vaccine, which is contained in the Vaccine Injury Table (the “Table”), 42 C.F.R. § 100.3(a).
2. Petitioner received a Hep B vaccine in his left arm on March 28, 2017.
3. The vaccine was administered within the United States.
4. Petitioner alleges that he suffered a Shoulder Injury Related to Vaccine Administration (“SIRVA”) as a result of receiving the Hep B vaccine within the Table time frame, and that he 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 his behalf as a result of his condition.

Case No.	Case Name	Case Type	Case Status	Case Date	Case Location	Case Description	Case Outcome
18-001	John Doe	Personal Injury	Settlement	01/15/22	New York	Car accident	\$10,000
18-002	Jane Smith	Contract Dispute	Dismissed	02/20/22	California	Software license	\$0
18-003	ABC Corp	Commercial	Settlement	03/10/22	Texas	Real estate	\$25,000
18-004	XYZ Inc	Commercial	Dismissed	04/05/22	Florida	Employment	\$0
18-005	DEF LLC	Commercial	Settlement	05/25/22	Illinois	Partnership	\$15,000
18-006	GHI LLC	Commercial	Dismissed	06/15/22	Ohio	Real estate	\$0
18-007	JKL LLC	Commercial	Settlement	07/30/22	Pennsylvania	Contract	\$8,000
18-008	MNO LLC	Commercial	Dismissed	08/20/22	Virginia	Partnership	\$0
18-009	PQR LLC	Commercial	Settlement	09/10/22	Washington	Real estate	\$12,000
18-010	STU LLC	Commercial	Dismissed	10/05/22	Arizona	Contract	\$0
18-011	VWX LLC	Commercial	Settlement	11/25/22	Colorado	Partnership	\$6,000
18-012	YZA LLC	Commercial	Dismissed	12/15/22	Idaho	Real estate	\$0
18-013	BCD LLC	Commercial	Settlement	01/05/23	Montana	Contract	\$4,000
18-014	EFG LLC	Commercial	Dismissed	02/20/23	Wyoming	Partnership	\$0
18-015	HIJ LLC	Commercial	Settlement	03/10/23	Nebraska	Real estate	\$7,000
18-016	KLM LLC	Commercial	Dismissed	04/05/23	Oklahoma	Contract	\$0
18-017	NOP LLC	Commercial	Settlement	05/25/23	Kansas	Partnership	\$5,000
18-018	QRS LLC	Commercial	Dismissed	06/15/23	Missouri	Real estate	\$0
18-019	TUV LLC	Commercial	Settlement	07/30/23	Arkansas	Contract	\$3,000
18-020	WXY LLC	Commercial	Dismissed	08/20/23	Louisiana	Partnership	\$0
18-021	ZAB LLC	Commercial	Settlement	09/10/23	Mississippi	Real estate	\$9,000
18-022	BCD LLC	Commercial	Dismissed	10/05/23	Alabama	Contract	\$0
18-023	EFG LLC	Commercial	Settlement	11/25/23	Georgia	Partnership	\$11,000
18-024	HIJ LLC	Commercial	Dismissed	12/15/23	South Carolina	Real estate	\$0
18-025	KLM LLC	Commercial	Settlement	01/05/24	North Carolina	Contract	\$7,000
18-026	NOP LLC	Commercial	Dismissed	02/20/24	Tennessee	Partnership	\$0
18-027	QRS LLC	Commercial	Settlement	03/10/24	West Virginia	Real estate	\$6,000
18-028	TUV LLC	Commercial	Dismissed	04/05/24	Delaware	Contract	\$0
18-029	WXY LLC	Commercial	Settlement	05/25/24	Connecticut	Partnership	\$8,000
18-030	ZAB LLC	Commercial	Dismissed	06/15/24	Massachusetts	Real estate	\$0
18-031	BCD LLC	Commercial	Settlement	07/30/24	Rhode Island	Contract	\$5,000
18-032	EFG LLC	Commercial	Dismissed	08/20/24	New Jersey	Partnership	\$0
18-033	HIJ LLC	Commercial	Settlement	09/10/24	New York	Real estate	\$10,000
18-034	KLM LLC	Commercial	Dismissed	10/05/24	Pennsylvania	Contract	\$0
18-035	NOP LLC	Commercial	Settlement	11/25/24	Ohio	Partnership	\$7,000
18-036	QRS LLC	Commercial	Dismissed	12/15/24	Indiana	Real estate	\$0
18-037	TUV LLC	Commercial	Settlement	01/05/25	Illinois	Contract	\$6,000
18-038	WXY LLC	Commercial	Dismissed	02/20/25	Michigan	Partnership	\$0
18-039	ZAB LLC	Commercial	Settlement	03/10/25	Wisconsin	Real estate	\$9,000
18-040	BCD LLC	Commercial	Dismissed	04/05/25	Minnesota	Contract	\$0
18-041	EFG LLC	Commercial	Settlement	05/25/25	North Dakota	Partnership	\$8,000
18-042	HIJ LLC	Commercial	Dismissed	06/15/25	South Dakota	Real estate	\$0
18-043	KLM LLC	Commercial	Settlement	07/30/25	Nebraska	Contract	\$7,000
18-044	NOP LLC	Commercial	Dismissed	08/20/25	Kansas	Partnership	\$0
18-045	QRS LLC	Commercial	Settlement	09/10/25	Missouri	Real estate	\$10,000
18-046	TUV LLC	Commercial	Dismissed	10/05/25	Arkansas	Contract	\$0
18-047	WXY LLC	Commercial	Settlement	11/25/25	Louisiana	Partnership	\$9,000
18-048	ZAB LLC	Commercial	Dismissed	12/15/25	Alabama	Real estate	\$0
18-049	BCD LLC	Commercial	Settlement	01/05/26	Georgia	Contract	\$8,000
18-050	EFG LLC	Commercial	Dismissed	02/20/26	South Carolina	Partnership	\$0
18-051	HIJ LLC	Commercial	Settlement	03/10/26	North Carolina	Real estate	\$11,000
18-052	KLM LLC	Commercial	Dismissed	04/05/26	Tennessee	Contract	\$0
18-053	NOP LLC	Commercial	Settlement	05/25/26	West Virginia	Partnership	\$10,000
18-054	QRS LLC	Commercial	Dismissed	06/15/26	Delaware	Real estate	\$0
18-055	TUV LLC	Commercial	Settlement	07/30/26	Connecticut	Contract	\$9,000
18-056	WXY LLC	Commercial	Dismissed	08/20/26	New Jersey	Partnership	\$0
18-057	ZAB LLC	Commercial	Settlement	09/10/26	New York	Real estate	\$12,000
18-058	BCD LLC	Commercial	Dismissed	10/05/26	Pennsylvania	Contract	\$0
18-059	EFG LLC	Commercial	Settlement	11/25/26	Ohio	Partnership	\$11,000
18-060	HIJ LLC	Commercial	Dismissed	12/15/26	Indiana	Real estate	\$0
18-061	KLM LLC	Commercial	Settlement	01/05/27	Illinois	Contract	\$10,000
18-062	NOP LLC	Commercial	Dismissed	02/20/27	Michigan	Partnership	\$0
18-063	QRS LLC	Commercial	Settlement	03/10/27	Wisconsin	Real estate	\$11,000
18-064	TUV LLC	Commercial	Dismissed	04/05/27	Minnesota	Contract	\$0
18-065	WXY LLC	Commercial	Settlement	05/25/27	North Dakota	Partnership	\$12,000
18-066	ZAB LLC	Commercial	Dismissed	06/15/27	South Dakota	Real estate	\$0
18-067	BCD LLC	Commercial	Settlement	07/30/27	Nebraska	Contract	\$11,000
18-068	EFG LLC	Commercial	Dismissed	08/20/27	Kansas	Partnership	\$0
18-069	HIJ LLC	Commercial	Settlement	09/10/27	Missouri	Real estate	\$12,000
18-070	KLM LLC	Commercial	Dismissed	10/05/27	Arkansas	Contract	\$0
18-071	NOP LLC	Commercial	Settlement	11/25/27	Louisiana	Partnership	\$13,000
18-072	QRS LLC	Commercial	Dismissed	12/15/27	Alabama	Real estate	\$0
18-073	TUV LLC	Commercial	Settlement	01/05/28	Georgia	Contract	\$12,000
18-074	WXY LLC	Commercial	Dismissed	02/20/28	South Carolina	Partnership	\$0
18-075	ZAB LLC	Commercial	Settlement	03/10/28	North Carolina	Real estate	\$13,000
18-076	BCD LLC	Commercial	Dismissed	04/05/28	Tennessee	Contract	\$0
18-077	EFG LLC	Commercial	Settlement	05/25/28	West Virginia	Partnership	\$14,000
18-078	HIJ LLC	Commercial	Dismissed	06/15/28	Delaware	Real estate	\$0
18-079	KLM LLC	Commercial	Settlement	07/30/28	Connecticut	Contract	\$13,000
18-080	NOP LLC	Commercial	Dismissed	08/20/28	New Jersey	Partnership	\$0
18-081	QRS LLC	Commercial	Settlement	09/10/28	New York	Real estate	\$14,000
18-082	TUV LLC	Commercial	Dismissed	10/05/28	Pennsylvania	Contract	\$0
18-083	WXY LLC	Commercial	Settlement	11/25/28	Ohio	Partnership	\$15,000
18-084	ZAB LLC	Commercial	Dismissed	12/15/28	Indiana	Real estate	\$0
18-085	BCD LLC	Commercial	Settlement	01/05/29	Illinois	Contract	\$14,000
18-086	EFG LLC	Commercial	Dismissed	02/20/29	Michigan	Partnership	\$0
18-087	HIJ LLC	Commercial	Settlement	03/10/29	Wisconsin	Real estate	\$15,000
18-088	KLM LLC	Commercial	Dismissed	04/05/29	Minnesota	Contract	\$0
18-089	NOP LLC	Commercial	Settlement	05/25/29	North Dakota	Partnership	\$16,000
18-090	QRS LLC	Commercial	Dismissed	06/15/29	South Dakota	Real estate	\$0
18-091	TUV LLC	Commercial	Settlement	07/30/29	Nebraska	Contract	\$15,000
18-092	WXY LLC	Commercial	Dismissed	08/20/29	Kansas	Partnership	\$0
18-093	ZAB LLC	Commercial	Settlement	09/10/29	Missouri	Real estate	\$16,000
18-094	BCD LLC	Commercial	Dismissed	10/05/29	Arkansas	Contract	\$0
18-095	EFG LLC	Commercial	Settlement	11/25/29	Louisiana	Partnership	\$17,000
18-096	HIJ LLC	Commercial	Dismissed	12/15/29	Alabama	Real estate	\$0
18-097	KLM LLC	Commercial	Settlement	01/05/30	Georgia	Contract	\$16,000
18-098	NOP LLC	Commercial	Dismissed	02/20/30	South Carolina	Partnership	\$0
18-099	QRS LLC	Commercial	Settlement	03/10/30	North Carolina	Real estate	\$17,000
18-100	TUV LLC	Commercial	Dismissed	04/05/30	Tennessee	Contract	\$0

6. Respondent denies that petitioner sustained a SIRVA, as defined in the Table; denies that the vaccine caused petitioner's alleged shoulder injury, or any other injury; and denies that his current condition is a sequelae of a vaccine-related 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 a lump sum of **\$17,500.00** in the form of a check payable to petitioner. This amount represents compensation for all damages that would be available under 42 U.S.C. § 300aa-15(a).

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 special master to award reasonable attorneys' fees and costs incurred in proceeding upon this petition.

10. Petitioner and his attorney represent that compensation to be provided pursuant to this Stipulation is not for any items or services for which the Program is not primarily liable under 42 U.S.C. § 300aa-15(g), to the extent that payment has been made or can reasonably be expected to be made under any 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 by entities that provide health services on a pre-paid basis.

11. Payment made pursuant to paragraph 8 of this Stipulation, and any amounts awarded pursuant to paragraph 9 of this Stipulation, will be made in accordance with 42 U.S.C. § 300aa-15(i), subject to the availability of sufficient statutory funds.

12. 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 will 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).

13. In return for the payments described in paragraphs 8 and 9, petitioner, in his individual capacity and on behalf of his 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, 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 petitioner resulting from, or alleged to have resulted from, the Hep B vaccine administered on or about March 28, 2017, as alleged by petitioner in a petition for vaccine compensation filed on September 6, 2018, in the United States Court of Federal Claims as petition No. 18-1365V.

14. If petitioner 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.

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 voidable at the sole discretion of either party.

16. 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 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. 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.


17. This Stipulation shall not be construed as an admission by the United States or the Secretary of Health and Human Services that the Hep B vaccine caused petitioner to suffer a shoulder injury or his current disabilities, or any other injury or condition, or that petitioner sustained an injury contained in the Vaccine Injury Table.

18. All rights and obligations of petitioner hereunder shall apply equally to petitioner's heirs, executors, administrators, successors, and/or assigns.


END OF STIPULATION

Respectfully submitted,


PETITIONER:


ROBERT STOLL

**ATTORNEY OF RECORD FOR
PETITIONER:**


AMY A. SENERTH, Esquire
Muller Brazil, LLP
715 Twining Road, Suite 208
Dresher, PA 19025
(215) 885-1655

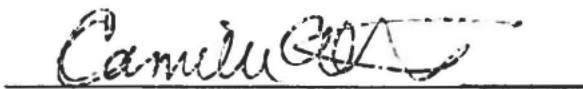
**AUTHORIZED REPRESENTATIVE
OF THE ATTORNEY GENERAL:**


HEATHER L. PEARLMAN
Deputy Director
Torts Branch
Civil Division
U.S. Department of Justice
P.O. Box 146
Benjamin Franklin Station
Washington, DC 20044-0146

**AUTHORIZED REPRESENTATIVE
OF THE SECRETARY OF HEALTH
AND HUMAN SERVICES:**

**George R.
Grimes -S14** Digitally signed by George
R. Grimes -S14
Date: 2022.07.27 11:46:30
-04'00'
CDR GEORGE REED GRIMES, MD, MPH
Director, Division of Injury
Compensation Programs
Health Systems Bureau
Health Resources and Services
Administration
U.S. Department of Health
and Human Services
5600 Fishers Lane, 08N146B
Rockville, MD 20857

**ATTORNEY OF RECORD FOR
RESPONDENT:**


CAMILLE M. COLLETT
Trial Attorney
Torts Branch
Civil Division
U.S. Department of Justice
P.O. Box 146
Benjamin Franklin Station
Washington, DC 20044-0146
Tel: (202) 616-4098
E-mail: Camille.M.Collett@usdoj.gov

Dated: 8/8/2022

