

IN THE CIRCUIT COURT OF _____ COUNTY, WEST VIRGINIA

_____, an infant
under the age of 18 years, who brings
this action by his mother and next
friend, _____, and
_____, individually
and in her own right,

Plaintiffs,

v.

CIVIL ACTION NO. _____

_____, M.D.,

Defendant.

O R D E R

This _____ day of _____, 20____, came the
petitioner, _____, in person and by her
attorney _____, and tendered to the Court and asked
leave to file her Petition, seeking the authority of this Court to
compromise and settle for the injury to _____,
an infant, with the defendant herein, _____, M.D., and
the Court, inspecting the Petition and finding it proper, hereby
ORDERS the same filed.

The Court having heretofore appointed _____,
an attorney practicing before this Court, to act as the guardian ad
litem for the said infant, and having directed the guardian ad
litem to prepare and file an Answer in this proceeding;

Thereupon, came _____, as guardian ad litem,

and tendered to the Court and asked leave to file his/her Answer on behalf of _____, and the Court, inspecting the Answer and finding it proper, ORDERS the same filed.

Thereupon the Court proceeded to hear the petitioner, the guardian ad litem and others in relation to the matters arising upon the petition, and independent of anything contained therein, the Court is of the opinion and does find that the settlement for the injuries to _____, an infant, with the defendant, _____, M.D., is a fair and equitable one and that the granting of the prayer in said Petition would promote the best interests of the infant, _____. The Court further understands and finds that the total sum of said settlement is to be divided in the following manner:

1. Payment of _____ Dollars (\$____) to _____, as guardian/conservator of _____, infant, to be paid on the date of the settlement proceeding.

2. Beginning on _____, 20____, payment of Dollars (\$____) per month to _____, as guardian/conservator of _____, an infant, for _____ (____) months, and guaranteed by the _____ Insurance Company.

3. Beginning on _____, 20____, and continuing for _____ (____) months, payment of _____ Dollars (\$____) per month to _____ as guardian/conservator of _____, an infant, guaranteed by the _____ Insurance Company.

4. Beginning on _____, 20____, to pay to _____, as guardian/conservator of _____, an infant, the sum of _____ Dollars (\$____) per month for _____ (____) months, guaranteed by the _____ Insurance Company.

5. Beginning on _____, 20____, payment of _____ Dollars (\$____) per month guaranteed by the _____ Insurance Company for _____ (____) months to _____, as guardian/conservator of _____, an infant. Thereafter, payments of _____ Dollars (\$____) per month of _____, as guardian/conservator of _____, an infant, for his life with an annual growth factor of ____%.

6. Should _____ die prior to the expiration of _____ (____) months from the date of _____, 20____, all payments shall be paid to the estate of _____ in regular monthly installments as they fall due, not in one lump sum.

7. The duty and obligation of making the delayed payments set forth above, is the obligation solely of the _____ Insurance Company, and not the individual defendant, who is not responsible for making said payments.

It is, therefore, considered by the Court and ORDERED and ADJUDGED that petitioner be and she is hereby authorized, directed and empowered to settle the claim as a result of the injuries to

the said _____, an infant, with the defendant,
_____, M.D..

It is further ORDERED and ADJUDGED that upon the purchase of said annuities by the defendant and receipt of the lump sum cash payment, the petitioner is authorized and empowered to execute a release on behalf of this infant to _____, M.D. releasing him/her of and from all liability, of whatever nature, arising from or by reason of the injuries to the infant, _____.

It is FURTHER ORDERED that the sum of _____ (\$____) be awarded to _____ for his/her services as guardian ad litem, said sum to be taxed to the defendant as part of the costs of this proceeding.

ENTER:

Judge

PRESENTED BY:

WV State Bar No. _____
Counsel for Defendant

APPROVED BY:

WV State Bar No. _____
Counsel for Plaintiffs

WV State Bar No. _____
Guardian ad Litem

IN THE CIRCUIT COURT OF _____ COUNTY, WEST VIRGINIA

_____, an infant
under the age of 18 years, who brings
this action by his mother and next
friend, _____, and
_____, individually
and in her own right,

Plaintiffs,

v.

CIVIL ACTION NO. _____

_____, M.D.,

Defendant.

THE SEPARATE ANSWER OF _____,
GUARDIAN AD LITEM OF _____,
INFANT UNDER THE AGE OF EIGHTEEN YEARS,
TO THE PETITION OF _____,
HIS/HER GUARDIAN/CONSERVATOR

TO THE HONORABLE JUDGE OF SAID COURT:

I

Your guardian ad litem has read the Petition and finds the
matters stated therein to be true.

II

Your guardian ad litem has read the file of _____,
counsel for the petitioner, concerning the facts resulting in the
injuries suffered by the said infant, has examined the medical and
hospital records relating to the prenatal care, delivery, birth and

post-natal care of said infant and his mother, and has met with the petitioner, _____, his mother and guardian/conservator.

III

It is the opinion of your guardian ad litem that the offer on the part of the defendant, _____, M.D., to settle the claim against him/her for the injuries of said infant outlined in the Petition is for the best interest of the said infant and your guardian ad litem recommends that the Court approve said settlement in view of the facts and circumstances of this case and that it is in all respects proper.

Now, therefore, having answered the said Petition, your guardian ad litem asks to be dismissed with his/her costs in this behalf expended.

_____, Guardian Ad Litem
of _____, an infant
under the age of eighteen years

(Name, WV State Bar No.,
& Address)

STATE OF WEST VIRGINIA,

COUNTY OF _____, to-wit:

_____ says that he/she is the guardian
ad litem of _____, an infant under the age of
eighteen years, and the respondent named in the foregoing Answer;
that the facts and allegations therein contained are true, except
insofar as they are therein stated to be upon information, he/she
believes them to be true.

Taken, subscribed and sworn to before me, the undersigned
authority, this _____ day of _____, 20.

My commission expires _____.

Notary Public

IN THE CIRCUIT COURT OF _____ COUNTY, WEST VIRGINIA

_____, an infant
under the age of 18 years, who brings
this action by his mother and next
friend, _____, and
_____, individually
and in her own right,

Plaintiffs,

v.

CIVIL ACTION NO. _____

_____, M.D.,

Defendant.

O R D E R

This _____ day of _____, 20____, came the
defendant, _____, M.D., by his/her attorney,
_____, and tendered to the petitioner the cash
payment and proof of purchase of the annuities from _____
Insurance Company, as heretofore agreed upon by plaintiffs and
defendant and ordered paid by this Court on _____, 20____, as
reflected in the Court's Order attached hereto and labeled "Exhibit
A"; and the petitioner, _____, as guardian/conservator in
the State of West Virginia and in the State of _____, of
_____, an infant, and _____,
individually and as mother of _____, accepted said

cash payment and annuity policies and executed the release hereinbefore authorized by the Court.

It is, therefore, ORDERED and ADJUDGED that the said defendant, _____, M.D., be and he/she is forever released and discharged of and from all claims for damages, of whatever kind or nature, on account of, connected with, or growing out of the injuries to the said infant, _____, and/or his mother, _____.

_____, as guardian/conservator of _____, infant, is hereby directed to file with the Clerk of this Court a designation of an agent residing in this state to accept service of process. The _____ Dollar (\$____) bond posted in this matter is hereby released, and any proceeds are transferred to the State of _____, the residence of the guardian/conservator. The Clerk's office shall forward a certified copy of this Order to the Clerk of _____ County, State of _____.

And it now appearing to the Court that the above-styled action presently pending against the defendant, _____ M.D., has been settled, compromised and adjusted by and between the

plaintiffs and the defendant, it is hereby ORDERED that this action
be and is hereby dismissed with prejudice to the plaintiffs.

ENTER:

Judge

PRESENTED BY:

WV State Bar No. _____
Counsel for Defendant

APPROVED BY:

WV State Bar No. _____
Counsel for Plaintiffs

WV State Bar No. _____
Guardian ad Litem

RELEASE AND SETTLEMENT AGREEMENT

The undersigned, _____ individually and as guardian/conservator, mother and next friend of _____, an infant, and _____, individually and as father of _____, an infant, for and in consideration of the following payments hereinafter specifically set forth in this document (Nos. 1 through 6), to be paid by _____, M.D. and by the _____ Insurance Company, do hereby release, acquit and forever discharge _____, M.D., and the _____ Insurance Company, their agents, servants and employees, from all claims and demands of all kind and character, both known and unknown, arising out of or resulting from the pre-natal medical care, birth post-partum medical care and other medical treatment or care rendered by the said _____, M.D., his/her agents, servants and employees, to _____, an infant born on _____, and _____, his mother, including, but not limited to, each and every allegation contained in the Complaint filed in the Circuit Court of _____ County, West Virginia, entitled _____, an infant under the age of 18 years, who brings this action by his mother and next friend, _____, and _____, individually and in her own right vs. _____, M.D., being Civil Action No. _____.

The consideration for which the release and settlement agreement is based upon is as follows:

1. The undersigned, _____, individually and as guardian/conservator, mother and next friend of _____, does hereby acknowledge receipt of _____ Dollars (\$____) paid by _____, M.D. and by the _____ Insurance Company to _____, as guardian/conservator of _____, an infant, and to _____, her attorney, to be divided as follows:

(a) \$_____ to _____, as guardian/conservator of _____.

(b) \$_____ to _____, attorney, for reimbursement of costs incurred in the prosecution of this action.

(c) \$_____ to _____, attorney, as attorney fee.

2. It is further understood that in the event that _____ should die before the payment of \$_____ (____) total monthly payments, beginning _____, 20____, the remainder of those payments in the guaranteed period shall be paid monthly to the Estate of _____ as they fall due and not in a lump sum.

3. The undersigned _____, individually and as guardian/conservator, mother and next friend of _____, an infant, does hereby acknowledge that the _____

Insurance Company promises to pay to _____, as guardian/conservator of _____, an infant _____ Dollars (\$____) per month, beginning on _____, 20____, and continuing on a monthly basis for _____ (____) months, guaranteed for _____ (____) months solely by the _____ Insurance Company. It is further understood that in the event that _____ should die before the payment of _____ (____) monthly payments, beginning on _____, 20____, the remainder of those payments in the guaranteed period shall be paid monthly to the Estate of _____ as they fall due and not in a lump sum.

4. The undersigned, _____, individually and as guardian/conservator, mother and next friend of _____, an infant, does hereby acknowledge that the _____ Insurance Company promises to pay to _____, as guardian/conservator of _____, an infant, _____ Dollars (\$____) per month, beginning on _____, 20____, and continuing on a monthly basis for _____ (____) months, guaranteed by the _____ Insurance Company. It is further understood that in the event that _____ should die before the payment of _____ (____) monthly payments, beginning on _____, 20____, the remainder of those payments in the guaranteed period shall be paid monthly to the Estate of _____ as they fall due and not in a lump sum.

5. The undersigned, _____, individually and as guardian/conservator, mother and next friend of _____, an infant, does hereby acknowledge that the _____ Insurance Company promises to pay to _____, as guardian/conservator of _____, an infant, _____ Dollars (\$____) per month, beginning on _____, 20____, and continuing on a monthly basis for _____ (____) months, guaranteed for a minimum of _____ (____) months solely by the _____ Insurance Company. It is further understood that in the event that _____ should die before the payment of _____ (____) monthly payments, beginning on _____, 20____, the remainder of those payments in the guaranteed period shall be paid monthly to the Estate of _____ as they fall due and not in a lump sum.

6. The undersigned, _____, individually and as guardian/conservator, mother and next friend of _____, an infant, further acknowledges that the _____ Insurance Company promises to pay to _____, as guardian/conservator of _____, an infant, beginning on _____, 20____, and for _____ (____) months thereafter, the sum of _____ Dollars (\$____) per month. Thereafter, payments of _____ Dollars (\$____) to _____, as guardian/conservator of _____, an infant, for his life thereafter with a _____ % increase compounded annually. Should _____ die prior to

the month, following _____, 20____, all payments should be paid to the Estate of _____ as they fall due in monthly installments, not as a lump sum, ceasing on the _____ month following _____, 20____.

As further consideration for the sums aforesaid, it is further covenanted and agreed by and between the parties hereto that the payment of the consideration herein set forth shall not in any way be construed as an admission of liability on behalf of _____, M.D., or the _____ Insurance Company, or their agents, servants and employees but is made in settlement of a contested claim. As a further consideration for the agreement herein contained, the parties jointly and severally acknowledge that no payment is being made and no payment is being accepted as reimbursement for hospital or medical charges or fees paid by or on behalf of _____ or _____, which in any way relate to medical or hospital expenses incurred in the pre-natal medical care, birth, or post-partum medical care of _____ and _____.

In further consideration hereof, the undersigned do hereby agree to dismiss, with prejudice, that certain lawsuit instituted in the Circuit Court of _____ County, West Virginia, styled _____, an infant under the age of 18 years, who brings this action by his mother and next friend _____, and _____, individually and in her own right, vs. _____, M.D., being Civil Action No. _____.

In further consideration hereof, the undersigned do hereby agree to indemnify and hold harmless the said _____, M.D. and the _____ Insurance Company, their agents, servants and employees, of and from any and all claims, demands, actions or causes of action that may hereafter be asserted against _____, M.D. and the _____ Insurance Company, their agents, servants and employees, as a result of, or in any way connected with, the hospitalization, treatment or services rendered to the said _____ or _____ while patients of the defendant, his/her agents, servants and employees, as a result or growing out of the pre-natal medical care, birth, post-partum medical care and other medical treatment or care rendered to the said _____, born on _____, or to his mother, _____. Specifically, the undersigned do hereby agree to indemnify and hold harmless the said _____ M.D.. and the _____ Hospital Company, their agents, servants, employees, of and from any and all claims, demands, actions or causes of actions, including, but not limited to, third-party claims for contribution and/or indemnity by _____, individually and as natural guardian, father and next friend of _____ and _____, individually and as mother and natural guardian of _____, or any other persons, firms or corporations.

The undersigned do further covenant and agree that the duty and obligation of making the monthly and deferred payments

hereinabove set forth is the obligation of the _____ Insurance Company which shall be solely responsible for making said payments, and that the failure of the _____ Insurance Company to perform its obligation shall in no manner create or in any way result in establishing liability against _____, M.D., his/her agents, servants and employees, or any of them. Rather, _____, M.D., his/her agents, servants and employees, are, as of this date, fully and completely released and discharged from any further obligation to the undersigned.

WITNESS the following signatures and seals this _____ day of _____, 20_____.

SIGNED:

_____, Individually and as
Mother and Guardian/Conservator of
_____, Infant/Protected Person

SIGNED:

_____, Individually and as
Father and Natural Guardian of
_____, Infant/Protected Person

DATE:

WITNESSES:

SECTION 4

WRONGFUL DEATH -- Adult with Distributee Who Is
An Infant/Protected Person

With One Defendant Only

IN THE CIRCUIT COURT OF _____ COUNTY, WEST VIRGINIA

_____, as
Administrator of the Estate of
_____, Deceased

Plaintiff,

v.

CIVIL ACTION NO. _____

_____, M.D.,
_____, M.D. and
_____ Hospital,

Defendants.

THE PETITION OF _____, GUARDIAN/CONSERVATOR
OF _____ AND _____, INFANTS
AND ADMINISTRATOR OF THE ESTATE OF
_____, DECEASED
FOR APPROVAL AND CONFIRMATION OF A COMPROMISE
OF SOME OF THE MATTERS IN CONTROVERSY HEREIN

TO THE HONORABLE JUDGE OF SAID COURT:

Your petitioner, _____, guardian/conservator of
_____ and _____, infants of the ages of _____
years and _____ years, respectively, distributees of the Estate of
_____, deceased, and as Administrator of the Estate of
_____, deceased, respectively represents and shows
unto Your Honor the following:

I

That petitioner is the duly appointed, qualified and acting guardian/conservator of _____ and _____, infant distributees of the Estate of _____, deceased and is the duly appointed, qualified and acting Administrator of the Estate of _____, deceased, as more fully appears from a certified copy of his/her orders of appointment by the Circuit Court of _____ County, West Virginia, filed herewith as a part hereof and marked for identification "Exhibits A, B and C".

II

That said _____, deceased, died on _____ as an alleged proximate result of the negligence and carelessness of the defendants, _____ M.D., and _____, M.D., while a patient in _____ Hospital under the care of _____, M.D., on or about _____ through _____, during which time _____, M.D., was consulted regarding the condition of _____. Your petitioner alleges that said defendants failed to properly treat and care for _____, proximately causing his/her wrongful death.

III

Nevertheless, the defendants herein, and _____, M.D., in particular, deny that they were guilty of any negligence in and about or relating to the care and treatment of _____,

but maintain that _____ died as a result of injuries in an automobile accident for which he/she was admitted to _____ Hospital. However, the defendant, _____, M.D., has offered to settle the claims herein against him only, as a compromise and settlement of a contested claim.

IV

That petitioner has, subject to the Court's approval and confirmation herein, agreed with the defendant, _____, M.D., only, and not with the defendants, _____, M.D., and _____ Hospital, to compromise the matters in controversy herein between the plaintiff and the defendant, _____, M.D., upon payment of _____ Dollars (\$____) to settle the entire claim of the plaintiff, including all of the distributees of the decedent, against the defendant, _____, M.D., payable to _____, as Administrator of the Estate of _____, deceased. The petitioner requests the Court authorize the Administrator to divide the total amount of the settlement in the following manner.

1. \$_____ to _____, as guardian/conservator and for the benefit of _____, infant under the age of eighteen years.

2. \$_____ to _____, as guardian/conservator and for the benefit of _____, infant under the age of eighteen years.

3. \$_____ to _____, attorney for plaintiff, for reimbursement of expenses.

4. \$_____ to _____, attorney for plaintiff, as attorney's fee.

All of which petitioner feels is fair and reasonable and in the best interests of the Estate of _____, deceased, and the infant distributees.

This petition was prepared by _____, attorney at law, who represents the petitioner in the prosecution of this action on behalf of the estate and the decedent's distributees. Said attorney was employed and retained by the petitioner on behalf of the estate and the decedent's distributees, and he/she has not received or been promised any compensation for his/her services in connection herewith from any person other than the parties whom he/she represents and in the amounts as hereinabove stated. The attorney has no connection, directly or indirectly, with the parties against whom the claim is asserted.

WHEREFORE, your petitioner respectfully prays that the proposed compromise with _____, M.D., only, be approved and confirmed, and that petitioner be authorized to accept, on behalf of said infant distributees, the terms of the settlement offered by _____, M.D., as set forth above, and to execute and

deliver therefor a full and proper release of all claims against _____, M.D.; that the case remain in full force and effect against the defendants, _____, M.D., and _____ Hospital, and that petitioner be granted such additional relief as the Court deems just and proper under the circumstances herein.

_____, Guardian/Conservator of
and _____,
Infant Distributees, and as Administrator
of the Estate of _____, Deceased

Petitioner

WV State Bar No. _____
Counsel for Petitioner
(Address)

STATE OF WEST VIRGINIA,

COUNTY OF _____, to-wit:

_____, guardian/conservator of _____
and _____, infant distributees of the Estate of _____,
and Administrator of the Estate of _____,
deceased, the petitioner named in the foregoing Petition, being
first duly sworn, says that the facts and allegations contained in
said petition are true, except such as are therein stated to be
upon information, and that such as are therein stated to be upon
information, he believes them to be true.

Taken, subscribed and sworn to before me, the undersigned
authority, this _____ day of _____, 20.

My commission expires _____.

Notary Public

IN THE CIRCUIT COURT OF _____ COUNTY, WEST VIRGINIA

_____, as
Administrator of the Estate of
_____, Deceased

Plaintiff,

v.

CIVIL ACTION NO. _____

_____, M.D.,
_____, M.D. and
_____ Hospital,

Defendants.

ORDER

This day came the petitioner, in person and by his attorney,
_____, and tendered to the Court and asked leave to file
his Petition seeking the authority of this Court to compromise and
settle for the injuries and alleged wrongful death of _____,
with the defendant, _____, M.D., only and not the remaining
defendants, _____ Hospital and _____ M.D..

The Court, having seen and inspected the Petition and finding
it proper, hereby ORDERS that said Petition be filed.

Thereupon, the Court appointed _____, a
competent attorney practicing before this Court, to act as the
guardian ad litem for the infant distributees of said _____,

and directed the guardian ad litem to prepare and file an answer in this proceeding.

It is FURTHER ORDERED that the matters and things arising on this Petition be set down for hearing before this Court at _____ o'clock on _____, 20____.

ENTER:

Judge

PRESENTED BY:

WV State Bar No. _____
Counsel for Plaintiff

APPROVED BY:

WV State Bar No. _____
Counsel for Defendant,
_____, M.D.

IN THE CIRCUIT COURT OF _____ COUNTY, WEST VIRGINIA

_____, as
Administrator of the Estate of
_____, Deceased
Plaintiff,

CIVIL ACTION NO. _____

v.

_____, M.D.,
_____, M.D. and
_____, Hospital,
Defendants.

THE SEPARATE ANSWER OF _____, GUARDIAN AD LITEM
OF _____ AND _____,
INFANTS UNDER THE AGE OF EIGHTEEN YEARS,
TO THE PETITION OF _____,
THEIR GUARDIAN/CONSERVATOR AND
ADMINISTRATOR OF THE ESTATE OF _____

TO THE HONORABLE JUDGE OF SAID COURT:

I

Your guardian ad litem has read the Petition and finds the
matters stated therein to be true.

II

Your guardian ad litem has read the file of _____,
counsel for the petitioner, concerning the facts resulting in the
death of _____, deceased, and has met with the
petitioner, _____, guardian/conservator of said infants

and Administrator of the Estate of _____, deceased.

III

It is the opinion of your guardian ad litem that the offer on the part of _____, M.D., to settle the claim against the said _____, M.D., only, for the wrongful death of _____, the (relationship) of said infants, for the total sum of _____ Dollars (\$____), of which _____ Dollars (\$____) is to be paid to _____ for the benefit of _____, infant, and _____ Dollars (\$____) is to be paid to _____ for the benefit of _____, infant, is for the best interests of the said infants, and your guardian ad litem recommends that the Court approve said settlement in view of the facts and circumstances of this case and that it is in all respects proper.

Now, therefore, having answered the said Petition, your guardian ad litem asks to be dismissed with his costs in this behalf expended.

Guardian Ad Litem

(Name, WV State Bar No. _____
& Address)

STATE OF WEST VIRGINIA,

COUNTY OF _____, to-wit:

_____ says that he is the guardian ad litem of _____ and _____, infants under the age of eighteen years, and the respondents named in the foregoing Answer; that the facts and allegations therein contained are true, except insofar as they are therein stated to be upon information, and insofar as they are therein stated to be upon information, he believes them to be true.

Taken, subscribed and sworn to before me, the undersigned authority, this _____ day of _____, 20____.

My commission expires _____.

Notary Public

IN THE CIRCUIT COURT OF _____ COUNTY, WEST VIRGINIA

_____, as
Administrator of the Estate of
_____, Deceased

Plaintiff,

v.

CIVIL ACTION NO. _____

_____, M.D.,
_____, M.D. and
_____ Hospital,

Defendants.

O R D E R

This day came the petitioner, in person and by his attorney, _____, and pursuant to his Petition already filed in this action, seeks the authority of this court to compromise and settle for the injuries and wrongful death of _____, deceased, insofar as said claim relates to _____, M.D..

Thereupon, came _____, as guardian ad litem, and tendered to the Court and asked leave to file his Answer, and the Court, inspecting the Answer and finding it proper, ORDERS the same filed.

Thereupon, the Court proceeded to hear the petitioner, the Guardian ad litem and others in relation to the matters arising upon the Petition, and independent of anything contained therein,

the Court is of the opinion and does find that the settlement for the injuries to and alleged wrongful death of _____, with the defendant, _____, M.D., only, in the amount of _____ Dollars (\$____) is a fair and equitable one and that the granting of the prayer in said Petition would promote the best interests of the infant distributees, said total sum to be divided in the following manner.

1. \$_____ to _____, as guardian/conservator and for the benefit of _____, infant distributee under the age of eighteen years.

2. \$_____ to _____, as guardian/conservator and for the benefit of _____, infant distributee under the age of eighteen years.

3. \$_____ to _____, attorney for plaintiff, as attorney fees.

4. \$_____ to _____, attorney for plaintiff, for reimbursement of expenses.

It is, therefore, considered by the Court and ORDERED and ADJUDGED that petitioner be and he/she is hereby authorized, directed and empowered to settle the claim as a result of the injuries to and alleged wrongful death of the said _____, with the defendant, _____, M.D., only.

It is FURTHER ORDERED and ADJUDGED that upon the receipt of the sum of _____ Dollars (\$____), the petitioner is authorized and empowered to execute a release to _____, M.D., only, releasing him of and from all liability, of whatever nature, arising from or by reason of the injuries to or the alleged wrongful death of _____.

Thereupon, _____, M.D., tendered to the said petitioner the sum of _____ Dollars (\$____), and the said Petitioner accepted said sum and executed the release hereinbefore authorized.

It is further ORDERED and ADJUDGED that the said _____, M.D., be and he is forever released and discharged of and from all claims for damages, of whatever kind or nature, on account of, connected with, or growing out of the injuries to and the alleged wrongful death of _____.

It is further ORDERED and ADJUDGED that the sum of _____ Dollars (\$____) be awarded to _____ for his services as guardian ad litem, said sum to be taxed to the defendant, _____, M.D., as part of the costs of this proceeding.

And it now appearing to the Court that the above-styled action presently pending against the defendant _____, M.D., has been settled, compromised and adjusted by and between the plaintiff and the defendant, _____ M.D., it is hereby ORDERED that

_____, M.D., be and he is hereby dismissed from this action
with prejudice to the plaintiff. However, this action is to remain
in full force and effect against the defendants _____
Hospital and _____, M.D..

ENTER:

Judge

PRESENTED BY:

WV State Bar No. _____
Counsel for Plaintiff

APPROVED BY:

WV State Bar No. _____
Counsel for Defendant,
_____, M.D.

WV State Bar No. _____
Guardian ad Litem

RELEASE AND SETTLEMENT AGREEMENT

The undersigned, _____, as guardian/conservator of _____ and _____, infants, and as Administrator of the Estate of _____, deceased, for and in consideration of the payment of _____ Dollars (\$____), by _____, M.D., and the _____ Insurance Company, does hereby release, acquit and forever discharge _____, M.D., and the _____ Insurance Company, their agents, servants, employees, representatives and subsidiaries from all claims and demands of all kind and character, both known and unknown, arising out of the medical care and treatment of _____, including but not limited to his alleged wrongful death as a result of injuries suffered while he was a patient in the _____ Hospital from _____ through _____, as more completely set forth in the Complaint filed in the _____ Court of _____ County, _____, and designated Civil Action No. _____.

However, the undersigned, _____, does not release _____, M.D. or the _____ Hospital from any and all claims against them for proximately causing or contributing to the alleged wrongful death of _____.

In further consideration hereof, the undersigned does hereby agree to indemnify and hold harmless the said _____, M.D., and the _____ Insurance Company, and their agents, servants, employees, representatives and subsidiaries of and from any and all claims, demands, actions or causes of action that may hereafter be asserted against them, their agents, servants, employees, representatives and subsidiaries as a result of or in any way connected with the aforementioned care and treatment of _____, including, but not limited to, the alleged injuries and wrongful death of _____.

Specifically, the undersigned does agree to indemnify and hold harmless the said _____, M.D., and the _____ Insurance Company, their agents, servants, employees, representatives and subsidiaries of and from any and all claims, demands, actions or causes of action, including, but not limited to third party claims for contributions and/or indemnity by any persons, firms or corporations.

It is also understood and agreed that this settlement is a settlement of a contested claim and that _____, M.D., and the _____ Insurance Company do not admit liability for the alleged injuries and wrongful death of _____, and to the contrary, expressly deny liability for any injuries to or the alleged wrongful death of _____.

WITNESS the following signature and seal this _____ day of

_____, 20____.

SIGNED:

_____,
Guardian/conservator of _____ and
_____, Infants, and
as Administrator of the Estate of
_____, Deceased

DATE: _____

WITNESSES:

AUTHORIZATION

TO: _____, ADMINISTRATOR OF THE
ESTATE OF _____, DECEASED

I, _____, son/daughter of _____,
deceased, hereby consent, approve and expressly authorize you,
_____, as Administrator of the Estate of _____,
deceased, to settle, compromise and release any and all claims
which said Estate has or may have or I, as a distributee thereof,
have or may have, against _____, M.D., and the _____
_____ Insurance Company, their agents, servants, employees,
representatives and subsidiaries, for the alleged injuries, damages
and wrongful death of the said _____, deceased, upon the
payment to you as Administrator of the sum of _____ Dollars
(\$____), by the said _____, M.D. and the _____
Insurance Company.

Dated this _____ day of _____, 20____.

STATE OF WEST VIRGINIA,

COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name is signed to the writing above bearing date the _____ day of _____, 20____, has this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____ 20 ____.

My Commission expires _____.

Notary Public

SECTION 5

WRONGFUL DEATH -- Adult with Distributee Who Is
An Infant/Protected Person

Structured

IN THE CIRCUIT COURT OF _____ COUNTY, WEST VIRGINIA

_____, as
Administratrix of the Estate
of _____,
Deceased,

Plaintiff,

v.

CIVIL ACTION NO. _____

_____, Inc.,
a corporation and
_____, Administrator
of the Estate of _____,

Defendants.

THE PETITION OF
_____, GUARDIAN/CONSERVATOR
OF _____, A PROTECTED PERSON,
AND _____ AND _____, INFANTS,
DISTRIBUTEES OF THE ESTATE OF _____, DECEASED,
AND AS ADMINISTRATRIX OF
THE ESTATE OF _____, DECEASED,
FOR APPROVAL AND CONFIRMATION OF A COMPROMISE
OF THE MATTERS IN CONTROVERSY HEREIN

TO THE HONORABLE JUDGE OF SAID COURT:

Your petitioner, _____, Guardian/Conservator of
_____, a legally protected person, and _____
and _____, infants, dependent distributees of the Estate
of _____, deceased, and as Administratrix of the Estate of
_____, deceased, respectfully represents and shows unto
Your Honor the following:

I

That petitioner, _____, is the duly appointed, qualified and acting Guardian/Conservator of _____, a legally protected person, and _____ and _____, infants, all dependent distributees of the Estate of _____, deceased, ages _____, _____ and _____ years, respectively, and is the duly appointed, qualified and acting Administratrix of the Estate of _____, deceased, as more fully appears from the certified copies of her orders of appointment by the _____ Circuit Court of _____ County, West Virginia, filed herewith as "Exhibits A, B, C and D", respectively.

II

That said _____, deceased, died on _____, 20____, as the result of an airplane crash at or near _____ Airport located in _____, _____, as the proximate result of alleged negligence and error of the pilot, _____, deceased, leaving _____ and _____, as distributees of his estate.

III

Nevertheless, the defendants herein deny that they were guilty of any negligence in and about or relating to the alleged wrongful death of _____ but have offered to settle the claims herein against them as a compromise and settlement of a contested claim.

VI

That petitioner has, subject to the Court's approval and confirmation herein, agreed with the defendants, _____, Inc., and _____, Administrator of the Estate of _____, deceased, to compromise the interests of the plaintiff and said dependent distributees in the matters in controversy herein between the plaintiff and the defendants, _____, Inc., and _____, Administrator of the Estate of _____, upon the payment of _____ Dollars (\$____) to settle the entire claim of the plaintiff, including all of the dependent distributees of the decedent, _____, against the defendants, payable to _____ as Administratrix of the Estate of _____, deceased. The petitioner requests the Court authorize the Administratrix to divide the total amount of the settlement in the following manner:

1. Payment of _____ Dollars (\$____) per month to _____ as Guardian/Conservator of _____, a protected person, for the benefit of _____, for his/her natural life, increasing _____ percent (____%) annually, with certain payments for _____ (____) years, and guaranteed by _____ Insurance Company, to begin on the date of the execution of the settlement agreement. Present value is _____ Dollars (\$____).

2. Four (4) lump sum payments to _____ as Guardian/Conservator of _____, an infant under the age

of eighteen years, for the benefit of _____ until _____ attains the age of majority, then such payments to be made to him/her directly, said lump sum payments to be in the amount of _____ Dollars (\$____) to be paid in one (1) year; the amount of _____ Dollars (\$____) to be paid in two (2) years; the amount of _____ Dollars (\$____) to be paid in three (3) years; and the amount of _____ Dollars (\$____) to be paid in four (4) years, guaranteed by the _____ Insurance Company, said lump sum payments to begin one (1) year from the date of the dismissal order of this action. Present value is _____ Dollars (\$____).

3. Four (4) lump sum payments to _____ as Guardian/Conservator of _____, an infant under the age of eighteen years, for the benefit of _____ until _____ attains the age of majority, then such payments to be made to him/her directly, said lump sum payments to be in the amount of _____ Dollars (\$____) to be paid in two (2) years; the amount of _____ Dollars (\$____) to be paid in three (3) years; the amount of _____ Dollars (\$____) to be paid in four (4) years; and the amount of _____ Dollars (\$____) to be paid in five (5) years, guaranteed by the _____ Insurance Company, said lump sum payments to begin two (2) years from the date of the dismissal order of this action. Present value is _____ Dollars (\$____).

4. The sum of _____ Dollars (\$____) to _____, attorney for plaintiff, for reimbursement of expenses.

5. The sum of _____ Dollars (\$____) to _____, attorney for plaintiff, as attorneys' fees.

All of which petitioner feels is fair and reasonable and in the best interests of the Estate of _____, deceased, and his dependent distributees.

This petition was prepared by _____, attorney at law, who represents the petitioner in the prosecution of this action on behalf of the estate and the decedent's distributees. Said attorney was employed and retained on behalf of the estate and the decedent's distributees, and he/she has not received or been promised any compensation for his/her services in connection herewith from any person other than the parties whom he/she represents and in the amounts as hereinabove stated. The attorney has no connection, directly or indirectly, with the parties against whom the claim is asserted.

WHEREFORE, your petitioner respectfully prays that the proposed compromise between the plaintiff and _____, Inc., and _____, Administrator of the Estate of _____, deceased, be approved and confirmed; that petitioner be granted the authority to accept the terms of the settlement on behalf of the infant distributees in this matter and to execute and

deliver a full and proper release therefore; and that petitioner be granted such additional relief as the Court deems just and proper under the circumstances herein.

ADMINISTRATRIX OF THE ESTATE OF
_____, DECEASED
AND GUARDIAN/CONSERVATOR OF
_____, PROTECTED PERSON,
AND _____ AND
_____, INFANTS

Petitioner

WV State Bar No. _____
COUNSEL FOR PETITIONER
(Address)

STATE OF WEST VIRGINIA,

COUNTY OF _____, to-wit:

_____, Administratrix of the Estate of _____,
deceased, and Guardian/Conservator of _____, a protected
person, and _____ and _____, infants, petitioner
named in the foregoing Petition, being first duly sworn, says that
the facts and allegations contained in said petition are true,
except such as are therein stated to be upon information, and that
such as are therein stated to be upon information, she believes
them to be true.

Taken, subscribed and sworn to before me this _____ day of

_____, 20____.

My commission expires _____.

Notary Public

IN THE CIRCUIT COURT OF _____ COUNTY, WEST VIRGINIA

_____, as
Administratrix of the Estate
of _____,
Deceased,

Plaintiff,

v.

CIVIL ACTION NO. _____

_____, Inc.,
a corporation and
_____, Administrator
of the Estate of _____,

Defendants.

O R D E R

This day came the petitioner, _____, Administratrix
of the Estate of _____, deceased, and Guardian/Conservator
of _____, a protected person, and _____ and
_____, infants, dependent distributees of _____,
deceased, in person and by her attorney, _____, and
tendered to the Court and asked leave to file her Petition seeking
the authority of this Court to compromise and settle the interests
of said dependent distributees in the matters in controversy
between the plaintiff and defendants, _____, Inc. and
_____, Administrator of the Estate of _____.
deceased.

The Court, having seen and inspected the Petition and finding it proper, hereby ORDERS that said Petition be filed.

Thereupon, the Court appointed _____, a competent attorney practicing before this Court, to act as the Guardian ad litem for the said dependent distributees, _____, _____, and _____ and directed the guardian ad litem to prepare and file an answer in this proceeding.

It is FURTHER ORDERED that the matters and things arising on this Petition be set down for hearing before this Court at _____.m. on _____, 20 ____.

ENTER:

Judge

PRESENTED BY:

WV State Bar No. _____
Counsel for Petitioner
(Address)

IN THE CIRCUIT COURT COURT OF _____ COUNTY, WEST VIRGINIA

_____, as
Administratrix of the Estate
of _____,
Deceased,

Plaintiff,

v.

CIVIL ACTION NO. _____

_____, Inc.,
a corporation and
_____, Administrator
of the Estate of _____,

Defendants.

THE SEPARATE ANSWER OF _____,
GUARDIAN AD LITEM OF _____, A PROTECTED PERSON,
AND _____ AND _____,
INFANTS UNDER THE AGE OF EIGHTEEN YEARS,
TO THE PETITION OF _____,
THEIR GUARDIAN/CONSERVATOR, AND ADMINISTRATRIX OF
OF THE ESTATE OF _____, DECEASED

TO THE HONORABLE JUDGE OF SAID COUNTY:

I

Your guardian ad litem has read the Petition and finds the
matters stated therein to be true.

II

Your guardian ad litem has read the file of _____,
counsel for the petitioner, concerning the facts resulting in the

alleged wrongful death of _____, and has met with the petitioner, _____.

III

It is the opinion of your guardian ad litem that the offer on the part of the defendants, _____, Inc., and _____, Administrator of the Estate of _____, to settle the claim against them for alleged injuries, damages and wrongful death of _____, as outlined in the Petition is for the best interest of the said dependent distributees, and your guardian ad litem recommends that the Court approve said settlement in view of the facts and circumstances of this case and that it is in all respects proper.

Now, therefore, having answered the said Petition, your guardian ad litem asks to be dismissed with his/her costs in this behalf expended.

_____, Guardian Ad Litem
of _____, Protected Person,
and _____ and _____,
Infants under the age of eighteen
years

(Name, WV State Bar No.,
& Address)

STATE OF WEST VIRGINIA,

COUNTY OF _____, to-wit:

_____, says that he/she is the guardian ad litem of _____, a protected person, and _____ and _____, infants and dependent distributees of the Estate of _____, deceased, and the respondent named in the foregoing Answer; that the facts and allegations therein contained are true, except insofar as they are therein stated to be upon information, and insofar as they are therein stated to be upon information, he/she believes them to be true.

Taken, subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires _____.

Notary Public

IN THE CIRCUIT COURT COURT OF _____ COUNTY, WEST VIRGINIA

_____, as
Administratrix of the Estate
of _____,
Deceased,

Plaintiff,

v.

CIVIL ACTION NO. _____

_____, Inc.,
a corporation and
_____, Administrator
of the Estate of _____,

Defendants.

O R D E R

This day came the petitioner, in person and by her attorney,
_____, and pursuant to her Petition already filed in this
action, seeks the authority of this Court to compromise and settle
the interests of _____, a protected person, and
_____, and _____, infants, the dependent
distributees of _____, deceased.

Thereupon, came _____, as guardian ad litem, and
tendered to the Court and asked to leave to file his/her Answer,
and the Court, inspecting the Answer and finding it proper, ORDERS
the same filed.

Thereupon, the Court proceeded to hear the petitioner, the guardian ad litem and others in relation to the matters arising upon the petition, and independent of anything contained therein, the Court is of the opinion and does find that the settlement for the alleged wrongful death of _____ with the defendants, _____, Inc. and _____, Administrator of the Estate of _____, in the amount of _____ Dollars (\$____) is a fair and equitable one and that the granting of the prayer in said Petition would promote the best interests of the dependent distributees, said total sum of \$_____ (\$____) to be divided in the following manner.

1. Payment of _____ Dollars (\$____) per month to _____ as Guardian/Conservator of _____, a protected person, for the benefit of _____, for his/her natural life, increasing _____ percent (____%) annually, with certain payments for _____ (____) years, and guaranteed by _____ Insurance Company, to begin on the date of the execution of the settlement agreement. Present value is _____ Dollars (\$____).

2. Four (4) lump sum payments to _____ as Guardian/Conservator of _____, an infant under the age of eighteen years, for the benefit of _____ until _____ attains the age of majority, then such payments to

be made to him/her directly, said lump sum payments to be in the amount of _____ Dollars (\$____) to be paid in one (1) year; the amount of _____ Dollars (\$____) to be paid in two (2) years; the amount of _____ Dollars (\$____) to be paid in three (3) years; and the amount of _____ Dollars (\$____) to be paid in four (4) years, guaranteed by the _____ Insurance Company, said lump sum payments to begin one (1) year from the date of the dismissal order of this action. Present value is _____ Dollars (\$____).

3. Four (4) lump sum payments to _____ as Guardian/Conservator of _____, an infant under the age of eighteen years, for the benefit of _____ until _____ attains the age of majority, then such payments to be made to him/her directly, said lump sum payments to be in the amount of _____ Dollars (\$____) to be paid in two (2) years; the amount of _____ Dollars (\$____) to be paid in three (3) years; the amount of _____ Dollars (\$____) to be paid in four (4) years; and the amount of _____ Dollars (\$____) to be paid in five (5) years, guaranteed by the _____ Insurance Company, said lump sum payments to begin two (2) years from the date of the dismissal order of this action. Present value is _____ Dollars (\$____).

4. The sum of _____ Dollars (\$____) to _____, attorney for plaintiff, for reimbursement of expenses.

5. The sum of _____ Dollars (\$____) to _____, attorney for plaintiff, as attorneys' fees.

It is, therefore, considered by the Court and ORDERED and ADJUDGED that petitioner, _____, be and she is hereby authorized, directed and empowered to settle the interest of _____, a protected person, and _____ and _____, infants, in the settlement of the plaintiff's claim for the alleged wrongful death of _____, with the defendants, _____, Inc. and _____, Administrator of the Estate of _____.

It is further ORDERED and ADJUDGED that upon the purchase of said annuities by the defendant and the receipt of the sum of _____ Dollars (\$____), as agreed upon between the plaintiff and defendants and set forth above, the petitioner is authorized and empowered to execute a release on behalf of _____, a protected person, and _____ and _____, infants, to _____, Inc. and _____, Administrator of the Estate of _____, and their insurance company, releasing them of and from all liability, of whatever nature, arising from or by reason of the alleged wrongful death of _____.

Thereupon, _____, Inc. and _____, Administrator of the Estate of _____, and their insurance company tendered to the petitioner the sum of _____ Dollars (\$____), and purchased the annuity contract as aforesaid from _____ Insurance Company, and the said petitioner accepted said sum and executed the release as hereinbefore authorized.

It is further ORDERED and ADJUDGED that the said _____, Inc., and _____ Administrator of the Estate of _____, be and they are forever released and discharged of and from all claims for damages, of whatever kind or nature, on account of, connected with, or growing out of the injuries to and the alleged wrongful death of _____.

It is further ORDERED and ADJUDGED that the sum of _____ Dollars (\$____) be awarded to _____, for his services as guardian ad litem, said sum to be taxed to the defendants as part of the costs of this proceeding.

And it now appearing to the Court that the above-styled action presently pending against the defendants, _____, Inc. and _____, Administrator of the Estate of _____, has been settled, compromised and adjusted by and between the plaintiff and the defendants, it is hereby ORDERED that this action be and it

is hereby dismissed with prejudice to the plaintiff, and the Clerk is instructed to remove the same from the docket of this Court.

ENTER:

Judge

PRESENTED BY:

WV State Bar No. _____
Counsel for Petitioner

APPROVED BY:

WV State Bar No. _____
Counsel for Defendants
_____, Inc., and
_____, Administrator
of the Estate of _____

WV State Bar No. _____
Guardian ad Litem

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is made and entered into this _____ day of _____, 20____, by and among _____, as Administratrix of the Estate of _____, deceased, and as Guardian/Conservator of _____, a protected person, and _____ and _____, infants, distributees of the Estate of _____, deceased (the claimant), _____, INC., and The Estate of _____, Deceased (the defendants), and _____ INSURANCE COMPANY (the insurer).

Recitals

A. The claimant has previously filed a Complaint (the Complaint) in the Circuit Court of _____ County, West Virginia, being Civil Action No. _____, arising out of certain alleged negligent acts or omissions by the defendants. In the Complaint, the claimants sought to recover monetary damages for the alleged wrongful death of _____ as the result of an airplane crash occurring on or about ____ (Date) ____, at or near _____ Airport, located at _____.

B. The insurer is the liability insurer of the defendants and, as such, would be obligated to pay any judgment obtained against the defendants which is covered by its policy of insurance.

C. The parties desire to enter into the Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are or might have been the subject of the Complaint, upon the terms and conditions set forth herein.

Agreement

The parties do hereby agree as follows:

1. Release and Discharge

In consideration of the payments called for herein, the claimant hereby completely releases and forever discharges the defendants, the insurer, and said parties' past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms, or corporations with whom any of the former have been, are now or may hereafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, cost, losses of services, expenses and compensation of any nature whatsoever, whether for compensation or punitive damages, which the claimant now has, or in any way growing out of, or which are the subject of, the Complaint and all related pleadings, including, without limitation, and all known or unknown claims for bodily and personal injuries to or wrongful death of the claimant's decedent, which have resulted or may result from the alleged acts or

omissions of the defendants. This Release, on the part of the claimant, shall be a fully binding and complete settlement between the claimant, the defendants and the insurer, their assigns and successors.

2. Payments

In consideration of the Release set forth above, the insurer on behalf of the defendants hereby agrees to pay the following sums in the following manner:

A. The sum of _____ Dollars (\$____) per month to _____, as Guardian/Conservator of _____, a protected person, for the benefit of _____, for his/her natural life, commencing on the date of execution of this Settlement Agreement and Release, increasing _____ percent (____%) annually, with certain payments for _____ (____) years.

B. Four (4) lump sum payments to _____, Guardian/Conservator of _____, an infant under the age of eighteen years, for the benefit of _____, until _____ attains the age of majority, then such payments to be made to him/her directly, or to his/her estate in the event that he/she be deceased or declared a legally protected person, said lump sum payments to be made in the following amounts on the following dates:

The amount of _____ Dollars (\$____) to be paid on _____, 20____;

The amount of _____ Dollars (\$____) to be paid on _____, 20____;

The amount of _____ Dollars (\$____) to be paid on _____,
20____;

The amount of _____ Dollars (\$____) to be paid on _____,
20____.

C. Four (4) lump sum payments to _____, Guardian/
Conservator of _____, an infant under the age of eighteen
years, for the benefit of _____, until _____
attains the age of majority, then such payments to be made to
him/her directly, or to his/her estate in the event that he/she be
deceased or declared a legally protected person, said lump sum
payments to be made in the following amounts on the following
dates:

The amount of _____ Dollars (\$____) to be paid on _____,
20____;

The amount of _____ Dollars (\$____) to be paid on _____,
20____;

The amount of _____ Dollars (\$____) to be paid on _____,
20____;

The amount of _____ Dollars (\$____) to be paid on _____,
20____.

D. All sums set forth in the section entitled Payments
constitute damages on account of personal physical injuries,
arising from an occurrence, within the meaning of section 104(a) of
the Internal Revenue Code of 1986, as amended.

3. Claimant's Right to Payment

The defendants and/or the insurer shall not segregate or set
aside any of its assets to fund the payments to claimant required

herein, it being understood claimant is and shall be general creditor to the defendants and/or the insurer. Said payments cannot be accelerated, deferred, increased or decreased. The claimant shall have no power to sell, mortgage, incumber or anticipate the payments in whole, or part, by assignment or otherwise.

4. Qualified Assignment

The parties agree that the defendants and/or the insurer may make a "qualified assignment" of the defendants' and/or the insurer's liability to make the periodic payments required herein. Any such assignment, if made, shall be accepted by claimant without right of rejection and shall completely release and discharge the defendants and the insurer from such obligations as are assigned to the Assignee. The claimant recognizes that, in the event of such assignment, the Assignee shall be the sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of the defendants and the insurer shall thereupon become final, irrevocable and absolute.

If the liability to make the periodic payments is assigned by way of a "qualified assignment":

- A. That periodic payments from the assignee cannot be accelerated, deferred, increased or decreased by the claimant;
- B. The assignee does not provide to the claimant rights

against the assignee that are greater than those of a general creditor; and

C. The assignee's obligation for payment of the periodic payments is no greater than the obligation of the assignors prior to execution of this assignment.

5. Right To Purchase An Annuity

The defendants, the insurer and/or assignee reserve the right to fund their liability to make periodic payments through the purchase of an annuity contract from _____ Annuity Company. The defendants, the insurer and/or assignee shall be the owner of the annuity policy, and shall have all rights of ownership. The defendants, the insurer and/or the assignee may direct the annuity carrier, _____ Annuity Company, to mail payments directly to the claimant. The claimant shall be responsible for maintaining the currency of the proper mailing address and evidence of survivorship with _____ Annuity Company.

6. Attorney's Fees

Each party hereto shall bear all attorney's fees and costs arising from the actions of their own counsel in connection with the Complaint, this Settlement Agreement and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

7. Claimant's Beneficiary

Any payments to be made after the death of the claimant, pursuant to the terms of this Settlement Agreement, shall be made.

to such person or entity as shall be designated in the annuity application. If no person or entity is so designated by said annuity application, such payments shall be made to the estate of the claimant. No designation change nor any revocation thereof shall be effective unless it is in writing and delivered to the insurer or the insurer's assignee.

8. Discharge of Obligation

The obligation of defendants, the insurer and/or the insurer's assignee to make each installment 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 Settlement Agreement.

9. General Release

The claimant hereby agrees that the Release set forth in Paragraph 1 hereof is a general release and waives and assumes the risk of any and all claims for damages which exist as of this date but of which the claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect claimant's decision to enter into this Settlement Agreement. The claimant further agrees that she has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact and she assumes the risk that the facts or law may be otherwise than she believes. It is understood and

agreed by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the defendants, by whom liability is expressly denied.

10. Warranty of Capacity To Execute Agreement

The claimant warrants that no other person or entity has or has had any interest in the claims referred to in this Settlement Agreement, that she has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that she has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

11. Confidentiality

The parties mutually agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of this Settlement Agreement and Release or any of the amounts, numbers or terms and conditions of any sums payable to claimants hereunder, except as may be required by governmental or legal process.

12. Entire Agreement And Successors In Interest

This Settlement Agreement contains the entire agreement between the claimant, the defendants and the insurer with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

13. Representation of Comprehension of Document

In entering into this Settlement Agreement, the claimant represents that he/she has relied upon the legal advice of his/her attorney, who is the attorney of his/her own choice and that the terms of this Settlement Agreement have been completely read and explained to him/her by his/her attorney, and that those terms are fully understood and voluntarily accepted by him/her.

14. Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of _____.

15. Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

None of the parties released, nor the defendants' assignee have made any representations concerning, nor shall they be responsible in any manner for, the income tax consequences to the claimant of the execution of this Agreement, of any payment made pursuant to this Agreement, of the execution of an assignment referenced in this Agreement or of any payments made pursuant to that assignment.

16. Effectiveness

This Settlement Agreement shall become effective following execution by the claimant.

Executed at _____, _____ County, _____,
this _____ day of _____, 20____.

_____, Administratrix
of the Estate of _____,
Deceased

as Guardian/Conservator of _____,
Protected Person, and _____ and
_____, Infants under the
age of eighteen years

INSURANCE COMPANY

BY: _____
Its Attorney

5.06 -- Assignment & Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT, (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by _____ INSURANCE COMPANY (the "Assignor"), _____ and _____ HOLDING CORPORATION ("Assignee"), a corporation, to be effective on _____, 20____.

WITNESSETH:

WHEREAS, a claim was made against the Assignor by _____, Administratrix of the Estate of _____, Deceased ("Claimant") and such claim was settled in accordance with a Settlement Agreement and Release ("Settlement Agreement"), a copy of which is attached hereto as "Exhibit A" and of which the Assignor is a party; and

WHEREAS, the Settlement Agreement provides for the Assignor to make certain periodic payments to or for the benefit of the Claimant as damages on account of personal injury and/or wrongful death; and

WHEREAS, the Assignor desires to effect a "qualified assignment" to Assignee of Assignor's liability to make such periodic payments.

NOW, THEREFORE, in consideration of the foregoing premises, the promises, representations and warranties specified below and of

other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows;

1. Assignor hereby assigns and the Assignee hereby assumes all of the Assignor's liability to make the periodic payments to the Claimant as stated in the attached Exhibit A to this Agreement. The Assignee does not either assume or incur any liability other than the specific obligation to make periodic payments as set forth in Exhibit A to this Agreement to or for the benefit of the Claimant.

2. Assignee may fund the periodic payments described in Exhibit A by purchasing a "qualified funding asset" in the form of an annuity contract from _____ Annuity Company. All rights of ownership and control of such annuity will be vested in the Assignee, but Assignee may direct _____ Annuity Company to make payments directly to or for the benefit of the Claimant.

3. Assignor represents and warrants to the Assignee that (i) such periodic payments as set forth in Exhibit A constitute damages on account of personal injury and/or wrongful death; and (ii) it has paid to or for the benefit of the Claimant all amounts immediately payable under the Settlement Agreement and has fulfilled all other obligations under the Settlement Agreement other than the obligation to make periodic payments as described in Exhibit A; and (iii) the Claimant has consented to and approved this agreement under this Agreement.

4. This Agreement shall be construed and interpreted in accordance with the laws of the State of _____.

5. The parties agree to cooperate fully and execute any and all supplementary documents and to timely take all additional actions which may be necessary or appropriate to give effect to the terms, content and/or stated purpose of this Agreement.

IN WITNESS WHEREOF, the parties have either personally or caused their duly authorized representatives to execute this Agreement on their behalf, each such representative warranting they have such authority, with the intent to legally bind the respective parties to all the terms and conditions of this Agreement.

(Assignor) INSURANCE COMPANY

BY: _____

TITLE: _____

(Assignee) HOLDING CORPORATION

BY: _____

TITLE: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by _____ HOSPITAL (the "Obligor"), and _____, and infant/protected person by _____, as guardian/conservator (the "Releasor"), and _____ Insurance Company ("Insurer").

RECITALS

a. On or about _____, Releasor filed a Complaint (the "Complaint") against _____ Hospital, in the _____ Court of _____ County, Case Number _____, which Complaint arose out of certain negligent acts or omissions by the said defendant hospital.

b. The Releasor, _____, an infant/protected person, by _____, guardian/conservator, and the Obligor have entered into a Settlement Agreement and Release (the "Settlement Agreement") of claims which are the subject of the preceding paragraph, pursuant to which the Obligor has agreed to make certain payments (the "Payments") to _____ (the "Payee"). A copy of the Settlement Agreement is attached hereto as Exhibit "A".

c. Pursuant to the Settlement Agreement, the Obligor may assign all of its duties and obligations with respect to the Payments to an assignee, whereupon the Obligor shall be completely released and discharged from all of its obligations with respect to the Payments.

d. The parties desire to enter into the Agreement in order to provide for the assignment to Insurer of the obligation of the Obligor to make the Payments, upon the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of Obligations

Subject to the terms and conditions of this Agreement, the Obligor hereby assigns to Insurer and Insurer hereby assumes, the obligations of the Obligor to make the Payments to the Payee in the manner set forth in the Settlement Agreement. Said payments shall commence as of _____, 20____. Insurer shall not assume and shall have no liability or responsibility whatsoever with respect to any obligation except the obligations to make the Payments which are set forth in the Settlement Agreement. Insurer's obligation to make the Payments shall be on the same basis as, and shall be no greater than, the obligation of the Obligor to make such payments

and without diminution because of any insolvency of the Obligor. Payee may not accelerate, defer, increase or decrease any payment.

2. Approval of Assumption and Release

The Releasor hereby consents to and approves the assignment to Insurer of Obligor's obligation to make the Payments as set forth in Paragraph 1. The Releasor further agrees that upon the mailing of a valid check to the Payee at the address designated by the Releasor, the obligation of Insurer to make each Payment when due shall be discharged to the extent of the amount of the check.

3. Purchase of Annuity

Notwithstanding the fact that the Releasor is and shall be only a general creditor of Insurer, Insurer may satisfy its obligation to make the Payments by purchasing a "qualified funding asset." The "qualified funding asset" shall be an annuity contract issued by The _____ Annuity Company ("Annuity Company") to Insurer (the "Annuity"), with all rights of ownership and control vested in Insurer. Solely as a matter of convenience, Insurer agrees to instruct Annuity Company to make the payments under Annuity directly to the Payee (or the Payee's beneficiary) at the address provided in writing by the Releasor.

4. Cooperation of Further Instruments

The parties hereto will cooperate fully and take all further actions and execute all further instruments as may be necessary or appropriate in order to carry out the purposes of this Agreement.

5. Consequences of Nullification

If the Settlement Agreement is found by a court of law to be null and void, this Agreement will also be null and void. It is understood that the function of the Agreement, as well as its effect, is to assign to Insurer only the obligation of the Obligor to make the Payments. In the event that this Agreement is found to be or becomes null and void, Insurer shall assign all of its right, title and interest in and to the Annuity to the Obligor, and the Obligor hereby agrees to accept such assignment.

6. Successors

This Agreement shall be binding upon the Obligor, Insurer and the Releasor, and their respective personal representatives, heirs, successors and assigns.

7. Entire Account

This Agreement and the exhibits attached hereto constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all negotiations and proposed agreements. This Agreement is not based upon any understanding or representation which is not explicitly set forth herein. This Agreement may not be changed or amended except by a written instrument signed by the parties.

8. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of _____.

IN WITNESS WHEREOF, the parties have executed and entered into
this Assignment as of the date and year first above written.

OBLIGOR: _____ HOSPITAL

BY: _____

TITLE: _____

INSURER: _____ INSURANCE COMPANY

BY: _____

TITLE: _____

RELEASOR: _____ Infant/Protected Person
by _____
Guardian/Conservator

BY: _____

