

payable to petitioner, Samuel Henderson, and on the terms set forth in the attached stipulation.

Additionally, the November 7, 2012 joint stipulation addressed attorney fees and costs. In lieu of filing a separate General Order #9 statement, the stipulation indicates petitioner incurred no personal litigation costs. Stipulation at ¶ 8.

I find that this petition was brought in good faith and that there existed a reasonable basis for the claim. Therefore, an award for fees and costs is appropriate, pursuant to §§ 15(b) and (e)(1). Further, the proposed amount seems reasonable and appropriate. **Accordingly, I hereby award the total \$25,913.30⁴ in the form of a check payable jointly to petitioner and petitioner's counsel of record, Jay A. Bansal, for petitioner's attorney fees and costs.**

In the absence of a timely-filed motion for review filed pursuant to Appendix B of the Rules of the U.S. Court of Federal Claims, the clerk of the court shall enter judgment in accordance herewith.⁵

IT IS SO ORDERED.

s/ Denise K. Vowell
Denise K. Vowell
Special Master

⁴ This amount is intended to cover all legal expenses incurred in this matter. This award encompasses all charges by the attorney against a client, "advanced costs" as well as fees for legal services rendered. Furthermore, § 15(e)(3) prevents an attorney from charging or collecting fees (including costs) that would be in addition to the amount awarded herein. See generally *Beck v. Sec'y, HHS*, 924 F.2d 1029 (Fed. Cir.1991).

⁵ Entry of judgment can be expedited by each party's filing of a notice renouncing the right to seek review. See Vaccine Rule 11(a).

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

SAMUEL HENDERSON,

Petitioner,

v.

SECRETARY OF HEALTH AND
HUMAN SERVICES,

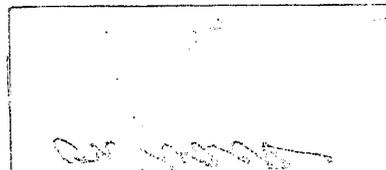
Respondent.

No. 11-854V
Special Master Vowell

STIPULATION

The parties hereby stipulate to the following matters:

1. Petitioner filed a petition for vaccine compensation under the National Vaccine Injury Compensation Program, 42 U.S.C. §300aa-10 to 34 (the "Vaccine Program"). The petition seeks compensation for injuries allegedly related to petitioner's receipt of the influenza ("flu") vaccine, which vaccine is contained in the Vaccine Injury Table (the "Table"), 42 C.F.R. § 100.3 (a).
2. Petitioner received his flu immunization on or about January 4, 2011.
3. The vaccine was administered within the United States.
4. Petitioner alleges that he sustained the injury of Guillain-Barre Syndrome ("GBS") as a consequence of his receipt of the vaccine.
5. Petitioner represents that there has been no prior award or settlement of a civil action for damages as a result of his condition.
6. Respondent denies that petitioner suffered GBS or any other injury caused by his receipt of the flu vaccine, and denies that his disabilities are sequelae of his alleged injury.



7. Maintaining their above-stated positions, the parties nevertheless now agree that the issues between them shall be settled and that a decision should be entered awarding the compensation described in paragraph 8 of this Stipulation.

8. As soon as practicable after an entry of judgment reflecting a decision consistent with the terms of this Stipulation, and after petitioner has filed an election to receive compensation pursuant to 42 U.S.C. § 300aa-21(a)(1), the Secretary of Health and Human Services will issue the following vaccine compensation payments:

(a) A lump sum of \$200,000.00 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);

(b) A lump sum of \$25,913.30 in the form of a check payable to petitioner and petitioner's attorney, Jay A. Bansal, for attorneys' fees and costs available under 42 U.S.C. § 300aa-15(e). In compliance with General Order #9, no out-of-pocket expenses were incurred by petitioner in proceeding on the petition.

9. 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.

10. The payments made pursuant to paragraph 8 of this Stipulation will be made in accordance with 42 U.S.C. § 300aa-15(i), subject to the availability of sufficient statutory funds.

11. The parties and their attorneys further agree and stipulate that except for any award for attorneys' fees and litigation costs, 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).

12. In return for the payments described in paragraph 8, 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 or causes of action (including agreements, judgments, claims, damages, loss of services, expenses and all demands of whatever kind or nature) that have been brought, could have been brought, or could be timely brought in the Court of Federal Claims, under the National Vaccine Injury Compensation Program, 42 U.S.C. § 300aa-10 et seq., on account of, or in any way growing out of, any and all known or unknown, suspected or unsuspected personal injuries to or death of petitioner resulting from, or alleged to have resulted from, the flu vaccination administered on or about January 4, 2011, as alleged by petitioner in a petition for vaccine compensation filed on or about December 5, 2011, in the United States Court of Federal Claims as petition No. 11-854V.

13. 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.

14. 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.

15. 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. 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.

16. This Stipulation shall not be construed as an admission by the United States or the Secretary of Health and Human Services that petitioner suffered GBS or any other injury that was caused in fact by the flu vaccine; or that his current disabilities are sequelae of his alleged injury.

17. 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:

Jay A. Bansal for Samuel Henderson
SAMUEL HENDERSON through POA Dated 6/19/12.

**ATTORNEY OF RECORD FOR
PETITIONER:**

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Dated: November 5, 2012

SPECIAL POWER OF ATTORNEY

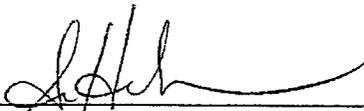
STATE OF ARIZONA)
) ss.
County of Maricopa)

KNOWN ALL MEN BY THESE PRESENTS that I, Samuel Henderson, the undersigned, hereby make, constitute and appoint Jay A. Bansal, of the LAW OFFICE OF JAY A. BANSAL, Tempe, Arizona, my true and lawful attorney-in-fact, for me and my name, place and stead, giving unto said Jay A. Bansal, power to act in my name, place and stead in anyway which I myself could do if I were personally present with the respect to the following matter:

To endorse, sign, release, execute and accept, in my name and stead all settlement proceeds, drafts, checks and releases received as a result of an accident and injury that occurred to me on January 4, 2011.

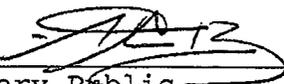
My attorney-in-fact shall not be required to make or file any inventories, appraisals, accounts, or reports to any court or to give bond.

DATED this 19th day of June, 2012.



Samuel Henderson

Signed and Sworn before me on this 19th day of June, 2012 by Samuel Henderson.



Notary Public
My Commission Expires: 09/25/13

