

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CHAD BIGGINS, Bar No 206922  
BIGGINS & ASSOCIATES  
233 Wilshire Blvd, Suite 400  
Santa Monica, CA 90401

Tel (310)899-3808  
Fax. (310)899-3804

Attorneys for PLAINTIFFS  
MANIJEHR HABIBI,  
individually and as Guardian  
for KARN NANDA aka AMIR

**LODGED**  
JUL 13 2004 5  
CLERK, U S DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
BY [Signature] DEPUTY

Closed  
Send  
FILED  
CLERK U S DISTRICT COURT  
JUL 14 2004  
CENTRAL DISTRICT OF CALIFORNIA  
BY [Signature] DEPUTY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**ORIGINAL**

MANIJEHR HABIBI,  
individually and as Guardian ad Litem  
for KARN NANDA aka AMIR  
NANDA, a minor,  
  
Plaintiff(s),  
  
vs  
  
FISHER PRICE, INC., et al  
  
Defendant(s).

Case No. SA CV 03-0602 CJC  
*Hon Judge Cormac J Carney*

**STIPULATION AND PROPOSED  
ORDER TO DISMISS DEFENDANT  
FISHER PRICE, INC., WITH  
PREJUDICE, PURSUANT TO  
SETTLEMENT**

Complaint filed April 26, 2002

**STIPULATION AND PROPOSED ORDER**

**WHEREAS**, on or about April 22, 2004, the Court held a settlement  
conference before Magistrate Judge Block, Courtroom 540, Fifth Floor, 255 E  
Temple St., Los Angeles, CA 90012

**WHEREAS**, negotiations were finalized and agreement was reached the  
following day due to the Magistrate's valuable services

**WHEREAS**, pursuant to the terms of the settlement agreement, incorporated

**DOCKETED ON CM**  
JUL 15 2004  
BY [Signature] 037

35

1 herein by this reference, the dismissal pursuant to stipulation is required for the  
2 settlement to take effect  
3

4 **NOW THEREFORE**, the parties stipulate to dismiss the entire action, with  
5 prejudice, pursuant to the terms of the attached settlement agreement  
6

7  
8 Dated. 7/12/04  
9

Respectfully submitted,  
**BIGGINS & ASSOCIATES**

10  
11 By: [Signature]  
12 Chad Biggins  
13 Attorneys for PLAINTIFFS  
14 MANIJEH HABIBI,  
15 individually and as Guardian ad Litem  
for KARN NANDA aka AMIR NANDA,  
a minor

16 Dated: 7/12/04  
17

**WILLIAMS, MONTGOMERY & JOHN**  
18  
19 By: [Signature]  
20 Edward J. Murphy, Esq.  
21 David E Kravitz, Esq  
22 C Barry Montgomery, Esq.  
Attorneys/Co-counsel for Defendant  
23 FISHER PRICE, INC  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

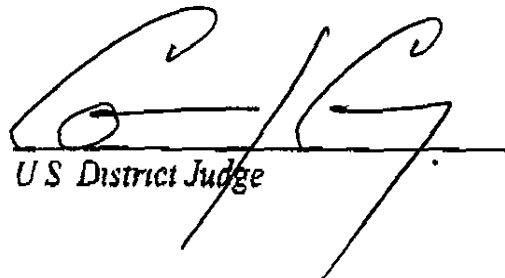
**ORDER**

For good cause shown, the Court hereby GRANTS the stipulation and orders as follows

The entire action is hereby dismissed, with prejudice, as to all parties and all claims, pursuant to the terms of the attached settlement agreement

**IT IS SO ORDERED.**

Dated: 7/14/04

  
U.S. District Judge

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MANIJEH HABIBI, individually and as )  
Guardian Ad Litem for KARN NANDA )  
AKA AMIR NANDA, a minor, )

Plaintiffs, )

v )

SA CV 03-0602 CJC  
Hon Judge Cormac J Carney

FISHER-PRICE, DOES 1 through 100, )  
Inclusive, )

Defendant )

**AGREEMENT OF SETTLEMENT, RELEASE,  
CONFIDENTIALITY AND INDEMNITY**

This Agreement of Settlement, Release, and Indemnity ("Agreement") is made and entered into this 22 day of June, 2004, by and among Manijeh Habibi (individually, as Mother and Guardian Ad Litem of Karn Nanda a/k/a Amir Nanda (Amir) ("Plaintiff"), and Fisher-Price, Inc

**RECITALS**

A Plaintiff made claims against the Defendant and others for the injuries allegedly sustained by the plaintiff and her son, Amir, on or about April 28, 2001 allegedly resulting from burn injury sustained by Amir while using a child car seat manufactured by the defendant The claims and contentions of Plaintiff are described in a lawsuit filed in the Superior Court of the State of California, Case No B)272847, which was removed to the United States District Court, Central District of California, Case No SACV03-0602-CJC(RNBx)

B The Plaintiff and Defendant desire to enter into this Agreement in order to provide compromise payment in full settlement and discharge of all claims which are or might have been

asserted by Plaintiff against the Defendant and/or others, or which may hereafter accrue to Plaintiff as a result of the facts and allegations set forth in the Complaint in this matter, or from any actions taken in the litigation up to the point of execution of this release, upon the terms and conditions set forth herein

### **AGREEMENT**

Plaintiff and Defendant hereby agree as follows

**A. Release and Discharge** In consideration of the payment called for herein, receipt of which is hereby acknowledged, the undersigned does hereby, individually, and as Mother and Guardian Ad Litem of Amir, for herself, her agents and employees, and her representatives, relatives, heirs and assigns, releases and for Amir and forever discharges Fisher-Price, and Toys R' Us Inc and their affiliates, officers, directors, agents, employees, insurers, attorneys, servants, subsidiaries, affiliated companies, parent companies, dealers, divisions, successors, heirs, and assigns, (hereinafter sometimes referred to as "Releasees"), from any and all claims, demands, actions or rights of action of any sort for damages, lost expense, personal or bodily injury, pain and suffering, mental or emotional distress, loss of consortium, subrogation, liens, costs, expenses, loss of services, medical expenses, attorneys fees, cost of penalties, of any description whatsoever arising from any act or occurrence from the beginning of time up to the present, and particularly with reference to the occurrence on or about April 28, 2001, and the other facts or events which make up the above-referenced lawsuit

The undersigned warrants her status as a proper party in interest to make these claims, individually, and as Mother and Guardian Ad Litem of Amir, and acknowledges and warrants that there are no other persons who could make claims against Defendant on her behalf individually, or as Mother and Guardian Ad Litem of Amir or on behalf of Amir or any other person, and that there

have been no assignments of any claims relating to this matter. Plaintiff specifically warrants and represents that there are no unpaid hospital or medical liens which to her knowledge, or that of her counsel, exist with regard to the subject injury, accident and/or event agree to indemnify and hold harmless the Releasees for any such liens. The undersigned warrants the Plaintiff has read this Release or had the terms fully explained, and that she signs this document as a competent adult and of her own free will and based on her understanding of the contents and significance of this document and of the agreement recited herein.

The undersigned agrees as further consideration and inducement for this compromise settlement that it shall apply to all unknown or unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those not disclosed.

**B. Non-Liability.** The undersigned understands that the parties hereby released do not admit liability for any or all of the damages sought by reason of this occurrence, and that this payment is not to be construed as an admission of such liability on the part of Defendant, by whom such liability is expressly denied. It is expressly acknowledged that said payment is made as a compromise solely to terminate further controversy respecting all claims that have heretofore been asserted or that may have been asserted regarding the above-referenced incident and within the context of the above-referenced civil action, or that may hereafter be asserted regarding liability and damages arising from this incident. Plaintiff expressly waives and assumes the risk of any and all claims or damages arising from this incident which exist as of this date but of which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, in which, if known, would materially effect the Plaintiff's decision to enter into this Agreement. Plaintiff further agrees that she has accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact and that she assumes the

risk that the facts or law may be otherwise than she believes

**C. Indemnification and Defense** The undersigned does hereby expressly stipulate and agree in consideration for the payment of this sum herein that Plaintiff shall defend, indemnify and hold harmless the Releasees identified above, from and against any and all claims for subrogation, contribution, indemnity or any lien or right of recovery, from joint tortfeasors, successive tortfeasors, creditors or debtors, or lien holders, medical care providers, insurers, or third party payors (whether a governmental body or agency, private company or otherwise) of any sort arising out of injuries or liens for workers compensation, medical, hospital services, attorney's fees, or other liens applicable to the sum paid in compromise, subrogation interests, and from any and all other claims, demands and actions at law and equity which may hereafter be made or brought by any other entity or person or one who is or purports to be a personal representative, administrator, executor, parent, or child, for the purpose of enforcing any claims for damages or expenses sustained in consequence of the aforesaid incidence or occurrence, including any claim for wrongful death, personal injury, bodily injury, medical and other expenses, and loss of services or consortium

The undersigned does hereby waive any and all rights of exemption, both as to real and personal property, to which they might otherwise be entitled under the laws of this or any other State as against such claim for reimbursement or indemnity pursuant to this Agreement. This indemnification shall not be limited to the amount paid by releasees herein, but shall consist of a duty upon the Plaintiff to defend and to indemnify the releasees from any and all claims arising from the facts stated in Plaintiff's Complaint in this matter. This indemnification shall include all reasonable attorneys' fees, costs and other expenses incurred by the Releasees in asserting a claim against the undersigned for indemnity pursuant to this Agreement.

**D. Governing Law** This Agreement shall be construed and interpreted in accordance

with the laws of the State of California, and in no event will the documents be construed in a manner inconsistent with California law

**E. Additional Documents and Confidentiality** The parties agree to cooperate fully and execute any and all supplementary documents and to take any additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement. Plaintiff will authorize the filing of a dismissal with prejudice as to Fisher-Price, Inc. in the above-referenced civil action.

**F. Payment** In consideration of this Agreement as set forth herein, Plaintiff will receive from Fisher-Price, Inc. on behalf of the Defendant the total sum of Seventy Thousand Dollars (\$70,000.00) which sum Plaintiff accepts and agrees to be allocated as follows: \$20,000 to the claim of Karn Nanda a/k/a Amir Nanda and \$50,000 to the claim of Manijeh Habibi as full and general release for all claims as set forth herein.

**G. Amendment or Modification** No waiver, modification or amendment of any term or provision of this Agreement shall be valid or have any force or effect whatsoever unless made in writing and signed by Plaintiff and Defendant.

**H. Other Terms** Plaintiff and Defendant and their counsel agree not to state, publish or disclose, in any way, shape or form, the amount of this settlement to any person or entity except to the extent required by law. Plaintiff and Defendant and their counsel agree that this discretion is a material inducement and consideration for the parties to enter into this agreement. This Agreement shall be binding upon and inure to the benefit of the agents, successors and assigns of the respective parties.

This Agreement is contingent upon the approval by the United States District Court for the Central District of California of this entire Agreement and upon entry of an order by that Court.



... with prejudice

... in her agrees that the aforementioned lawsuit pending

... Central District of California shall be dismissed, with

... because all matters in controversy

... to execute any documents necessary to effect

... the entire agreement among the parties

... This Agreement shall be

... below

... that I have read each page and

*Manjeeb Habibi*

**MANJEEB HABIBI**, Plaintiff  
Individually and as Guardian Ad Litem  
KARN NANDA a/k/a AMIR NANDA

...

... 2006.

... by:

*[Signature]*

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action, my business address is 233 Wilshire Blvd, Suite 400, Santa Monica, California 90401

On this date, I served the foregoing document(s) described as **STIPULATION & PROPOSED ORDER** upon the parties and in the above action by placing a true copy thereof enclosed in a sealed envelope addressed as follows

Dana Alden Fox, Esq  
Lynberg & Watkins  
888 S Figueroa St, 16<sup>th</sup> Fl  
Los Angeles, CA 90017-5449

Edward J Murphy, Esq  
David E Kravitz, Esq  
C Barry Montgomery, Esq  
Williams, Montgomery & John  
20 N Wacker Dr, Ste 2100  
Chicago, IL 60606

tel 213-624-8700  
fax 213-892-2763

tel 312-443-3200  
fax 312-630-8586

Co-counsel for Defendant Fisher Price, Inc

Co-counsel for Defendant Fisher Price, Inc

By (MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U S Postal Service on the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than (1) day after date of deposit for mailing contained in this affidavit.


By (HAND) I cause said documents to be delivered by hand to the above-referenced attorney.

By (FEDEX) I cause said documents to be delivered via overnight carrier to the above-referenced address.

By (FAX) I cause said documents to be delivered via facsimile before 5 00 p m on this date.

Executed on July 12, 2004 at Santa Monica, California

I declare under penalty of perjury under the laws of the State of California that the above is true and correct

  
\_\_\_\_\_  
Chad Biggins