

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JEFFREY MORRIS, TARAS KICK,
REBECCA SALAWDEH and STACEY
ANTALEK, on Behalf of Themselves and All
Others Similarly Situated,

Plaintiffs,

vs.

CBS BROADCASTING, INC., CBS
CONSUMER PRODUCTS, PLANET TOYS,
INC., TOYS "R" US, INC., WALGREEN CO.
and HAMMACHER SCHLEMMER & CO.,
INC.,

Defendants.

x
: Civil Action No. 08-CV-0592(HB)

: CLASS ACTION

: [SECOND AMENDED PROPOSED]
: ORDER PRELIMINARILY APPROVING
: SETTLEMENT, CONDITIONALLY
: CERTIFYING SETTLEMENT CLASS,
: PROVIDING FOR NOTICE AND
: SCHEDULING ORDER

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 5/19/09

WHEREAS, plaintiffs Jeffrey Morris, Taras Kick, Rebecca Salawdeh, Stacey Antalek and defendants CBS Broadcasting, Inc. and CBS Corporation and all of their respective parents, subsidiaries, business units and affiliated companies of CBS, including but not limited to CBS Television Distribution and CBS Enterprises (collectively "CBS");¹ Walgreen Co.; Hammacher Schlemmer & Co., Inc.; Toys "R" Us; Amazon.com, Inc.; Buy.com, Inc.; Costco Wholesale Corporation; Sears Roebuck and Co.; K Mart Corporation; and QVC, Inc.,² have entered into a Stipulation of Settlement ("Settlement Agreement"), after a full-day mediation before and several follow up telephone conferences with the Honorable Daniel Weinstein (ret.) and lengthy arms-length settlement discussions amongst the parties;

AND WHEREAS, the Settlement Agreement is subject to review under Rule 23 of the Federal Rules of Civil Procedure and together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the claims alleged in Plaintiffs' Amended Class Complaint on the merits and with prejudice;

AND WHEREAS, the Court has read and considered the Settlement Agreement and accompanying documents and after oral presentation by the parties to this Court on May 5, 2009, the Parties have consented to the entry of this Order.

¹ All defined terms used herein have the meanings set forth in the definition section of the Settlement Agreement.

² The parties to the Settlement Agreement include defendants named in this Federal Action as well as additional defendants named in the Related State Court Action pending in California Superior Court for the County of Los Angeles and styled *Asbestos Disease Awareness Organization, et al. v. CBS Corporation, et al.* (No. HC388918). CBS; Walgreen Co.; and Toys "R" Us are named defendants in this Federal Action as well as the Related State Court Action. Hammacher Schlemmer & Co., Inc. is a defendant in this Federal Action only. Amazon.com, Inc.; Buy.com, Inc.; Costco Wholesale Corporation; Sears Roebuck and Co.; K Mart Corporation; and QVC, Inc. are named defendants in the Related State Court Action only.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

A. The Settlement Agreement is Preliminarily Approved and Final Approval Schedule Set

1. The Court does hereby preliminarily approve the Settlement Agreement and the terms and conditions of settlement set forth therein, subject to further consideration at the final settlement approval hearing ("Settlement Hearing") described below.

2. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Settlement Agreement, and hereby finds that the settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the Settlement Agreement, subject to further consideration at the Settlement Hearing described below.

3. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court hereby sets a hearing ("Settlement Hearing") to be held on Feb. 16, ²⁰¹⁰ ~~2009~~, at 10 a.m., or as soon thereafter as counsel may be heard, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York, 10007-1312, for the following purposes:

(a) to make a final determination of whether this action satisfies the applicable prerequisites for class action treatment, for purposes of settlement, under Rules 23(a) and (b) of the Federal Rules of Civil Procedure;

(b) to determine whether the proposed terms of settlement are fair, reasonable, and adequate and should be approved by the Court;

(c) to determine whether Judgment as provided under the Settlement Agreement should be entered, dismissing the Amended Class Action Complaint ("Complaint") filed herein, on the merits and with prejudice, and to determine whether the release by the Settlement Class of the Settled Claims as set forth in the Settlement Agreement should be provided to Defendants;

(d) to determine whether Plaintiffs' application for an award of attorneys' fees and reimbursement of expenses to Plaintiffs should be granted; and

(e) to rule upon such other matters as the Court may deem appropriate.

4. Class Members must file and serve any objections to the proposed Settlement Agreement on or before September 14, 2009, including any memoranda and/or submissions in support of said objection, which deadline will be set forth in the Class Notice pursuant to paragraph 30(a) of this Order;

5. Memoranda, affidavits, and other materials in support of the proposed settlement, and Plaintiffs' request for an award of fees and expenses shall be filed and served on or before October 2, 2009, with any reply/final papers due to be filed and served on or before October 16, 2009.

6. The Court reserves the right to continue the date of the Settlement Hearing without further notice to the Class Members.

7. Should the Court require material modifications of the Settlement Class as defined in Paragraph 10 of this Order below or to the Notice plan described in the Settlement Agreement, the parties will be allowed the opportunity to be heard and/or to rescind the settlement based on the modifications.

8. Neither Defendants nor their counsel shall have any responsibility for the application for attorneys' fees or reimbursement of expenses, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement Agreement.

9. As set forth in the Settlement Agreement, defendants named in the Related State Action, including defendants Amazon.com, Inc.; Buy.com, Inc.; Costco Wholesale Corporation; Sears Roebuck and Co.; K Mart Corporation; and QVC, Inc., have executed and agreed to be bound by the terms and conditions of the Settlement Agreement and to participate in the implementation of

the Settlement Agreement upon Final Approval of the Settlement Agreement, and are represented by the same counsel representing Defendants in this Federal Action who are parties to the Settlement Agreement.

B. The Proposed Settlement Class Is Certified for Settlement Purposes

10. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby certifies this action as a class action on behalf of the following Settlement Class:

All Persons who purchased or received (on or before the date on which Class Notice is provided) any Settlement Toy Product(s) in the United States for personal use and not for resale from CBS; Toys "R" Us, Inc.; Hammacher Schlemmer & Co., Inc.; Walgreen Co.; Amazon.com, Inc.; Buy.com, Inc.; Costco Wholesale Corporation; Sears Roebuck and Co.; K Mart Corporation; and QVC, Inc. ("Defendants"). Excluded from the Settlement Class are Defendants, any entity in which a Defendant has a controlling interest or which has a controlling interest in a Defendant, and Defendants' legal representatives, assigns and successors, as well as any person who has timely filed a Request for Exclusion from the Settlement Class with the Claims Administrator under this Agreement. Also excluded are the Judges to whom the cases are assigned and any member of their immediate family.

11. The Court certifies the claims alleged in the Complaint for class treatment for settlement purposes only, including, but not limited to, negligence; misrepresentation; unjust enrichment; breaches of implied and express warranties; strict liability for design/manufacturing defects or failure to warn; violations of §349 of the New York General Business Law; fraudulent concealment; violations of California Business and Professions Code §17200 *et seq.*; violations of California Civil Code §1750 *et seq.* and other states' similar consumer protection laws; violations of California Civil Code §§1792 and 1791.1(a); violations of California Civil Code §§1792 and 1791.1(b); and violations of California Civil Code §§1792.2 and 1791.1(b).

12. The Court finds that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that (a) the number of class members is so numerous that the joinder of all individual class members is impracticable; (b) there are

questions of law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs and their counsel will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the class members predominate over any questions affecting only individual class members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

13. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby appoints plaintiffs Jeffrey Morris, Taras Kick, Rebecca Salawdeh, and Stacey Antalek as class representatives of the Settlement Class for purposes of the Settlement.

14. Having considered the factors described in Rule 23(g)(1) of the Federal Rules of Civil Procedure, the Court hereby appoints William M. Audet, Esq. of Audet & Partners, LLP, and John J. Stoia, Jr., of Coughlin Stoia Geller Rudman & Robbins LLP, as Class Counsel to represent the Settlement Class for purposes of settlement.

C. The Court Approves the Form and Method of Class Notice

15. The Court approves the form and substance of the proposed short- and (revised) long-form Class Notices, which are Exhibits A & B, respectively, to this Order.³

16. After review of Rosenthal & Company's resume, provided at the May 5, 2009 hearing, the Court approves the designation of Rosenthal & Company LLC, 75 Rowland Way, Suite 250, Novato, CA 94945, as Court-appointed Claims Administrator. The Claims Administrator shall disseminate the Notice to be given substantially in the form of Exhibits A and B, and pursuant to the

³ At the preliminary approval hearing on May 5, 2009, the Court instructed the parties to revise the long-form notice submitted to the Court on April 24, 2009, and submit such revised long-form notice on or before May 15, 2009.

method described in the Settlement Agreement. At or before the Settlement Hearing, the Claims Administrator shall file (or cause to be filed) the with Court proof of compliance with the notice plan.

17. The Court finds that the form and content of the Notice, and the method set forth in the Settlement Agreement for notifying potential Settlement Class members of the Settlement Agreement, its terms and conditions, and the Settlement Hearing meet the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and due process; constitute the best notice practicable under the circumstances; and shall constitute due and sufficient notice to all persons and entities entitled thereto.

18. Settlement Class members who wish to participate in the Settlement must provide a properly completed and signed Claim Form to the Claim Administrator at the address listed on the form no later than the date provided on the Notice. Such deadline may be further extended by Court order.

19. Any Settlement Class member who does not submit a timely and valid claim form will not be entitled to receive any refund, but will otherwise be bound by all of the terms of the Settlement Agreement, including the terms of the Judgment to be entered in the Action and the releases provided for in the Settlement Agreement, and will be barred from bringing any action against the Defendants asserting Settled Claims as defined in the Settlement Agreement.

20. Each person or entity who submits a Claim Form shall be deemed to have submitted to the jurisdiction of the Court with respect to the claim, and be bound by all of the terms of the Settlement Agreement, including the terms of the Judgment to be entered in the Action and the releases provided for in the Settlement Agreement, and will be barred from bringing any action against the Defendants asserting Settled Claims as defined in the Settlement Agreement.

21. Distribution of the refunds in accordance with the Settlement Agreement shall be deemed final and conclusive against all Class Members. All Settlement Class members whose claims are not approved by the Claims Administrator shall be barred from receiving a refund, but otherwise shall be bound by all of the terms of the Settlement Agreement, including the terms of the Judgment and releases provided therein.

22. All proceedings with respect to the administration, processing, and determination of claims submitted by Settlement Class members pursuant to the Settlement Agreement and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

23. Refunds to Settlement Class members shall be distributed in accordance with the Settlement approved by the Court only after the Effective Date and after (i) all timely and valid claim forms have been processed; (ii) all Class Members who have submitted timely but otherwise deficient claims forms have, at the discretion of the Claims Administrator, been notified of the defects and given an opportunity to correct them; and (iii) all matters with respect to attorneys' fees, costs, and disbursements have been resolved by the Court and all appeals there from have been resolved or the time for such appeals has expired.

24. The Court preliminary finds that the Plaintiffs' designee of the *cypres* payment – the Asbestos Disease Awareness Organization (“ADAO”) is appropriate and compatible with the purposes and intent of the litigation, as ADAO is a non-profit education and advocacy organization dedicated to raising public awareness about the dangers of asbestos exposure and the often deadly asbestos-related diseases, and has agreed to dedicate the *cypres* funds in furtherance of this purpose.

D. Procedure for Requesting Exclusion from the Settlement Class

25. Settlement Class members shall be bound by all determinations and judgments in this action, whether favorable or unfavorable, unless such persons or entities request exclusion from the

Settlement Class in a timely and proper manner, as provided in the Settlement Agreement. A Settlement Class member requesting exclusion shall mail the request in written form by U.S. mail, postmarked no later than the date set forth in the Notice and to the address designated therein. The exclusion request must (i) state the name, address, and telephone number of the person or entity seeking exclusion; (ii) state that the person or entity wishes to be excluded from the class in *Morris v. CBS Broadcasting, Inc.*, Case No. 08-CV-0592(HB) (S.D.N.Y.); (iii) be signed by the submitting person; and (iv) state the submitting person's name.

26. If more than 150 Settlement Class Members file timely Opt-Out Requests, Defendants may, at their discretion, nullify the Settlement Agreement by notice to Plaintiffs' counsel no more than 10 days after the Opt-Out Period has expired and by providing notice to the Class in accordance with Paragraph VIII of the Settlement Agreement.

27. If, following the date of this Order, any action brought by a Settlement Class member seeking to prosecute any Settled Claims, is filed with any court, arbitration panel, or other such forum, the Defendants may seek an order preliminarily enjoining any such action pending final approval of the Settlement and exhaustion of all appeals concerning final approval of the Settlement and/or expiration of the time to initiate such appeal; except that, if such an action is brought by a person or entity who has timely and validly requested exclusion from the Settlement Class, a party may seek an order preliminarily enjoining such action only if the party determines that it threatens this Court's jurisdiction or its ability to implement the Settlement.

E. Procedure for Objecting to the Settlement

28. The Court will consider comments in support of, or in opposition to, the Settlement and/or Plaintiffs' application for an award of attorneys' fees and reimbursement of expenses only if such comments and any supporting papers are submitted in writing to the Clerk of the Court, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States

Courthouse, 500 Pearl Street, New York, New York 10007-1312, *and* copies of all such papers are served, postmarked no later than the date set forth in the Notice to *each* of the following:

COUGHLIN STOIA GELLER
RUDMAN & ROBBINS LLP
Rachel L. Jensen
655 West Broadway, Suite 1900
San Diego, CA 92101

ROGERS JOSEPH O'DONNELL
Renee D. Wasserman
311 California St., 10th Floor
San Francisco, CA 94104

Class Counsel

Counsel for Defendants

29. All comments or objections must include a reference to *Morris v. CBS Broadcasting, Inc.*, Case No. 08-CV-0592(HB) (S.D.N.Y.); the name of the person or entity on whose behalf they are submitted; and the person's or entity's address and telephone number. Attendance at the hearing is not necessary; however, persons wishing to be heard orally with respect to approval of the Settlement and/or the application for attorneys' fees and expenses are required to provide written notice of their intention to appear at the hearing as set forth in the Notice. Persons who intend to oppose the Settlement and/or the application for attorneys' fees and expenses need not appear at the hearing. Persons who do not intend to oppose the Settlement of fees application need not take any action to indicate their approval. A person's failure to submit a written objection to the proposed Settlement and/or application for attorneys' fees and expenses in accordance with the deadline and procedure set forth above and in the Notice waives any right the person may have to appeal from any order or judgment of the Court granting approval of the matter to which the person fails to object as required.

F. Relevant Deadlines for Class Member Procedures

30. Pursuant to the parties' agreement, and the direction of the Court, the following deadlines shall apply:

(a) Class Notice shall be disseminated by publication in *Parents* magazine, the Claims Administrator website, and on the websites of Class Counsel and ADAO no later than July 14, 2009, pursuant to the terms of the Settlement Agreement;

(c) Class Members must file and serve any objections to the proposed Settlement Agreement on or before September 14, 2009, including any memorandum and/or submissions in support of said objection;

(c) Class Members must submit any Request for Exclusion on or before September 28, 2009; and

(d) Class Members must submit any Claims Form on or before January 14, 2010.

G. Miscellaneous Provisions

31. Pending final determination of whether the Settlement should be approved, neither Plaintiffs nor any Settlement Class member, nor anyone who acts or purports to act on their behalf, shall institute, commence, or prosecute any action asserting any Settled Claim against Defendants as defined herein and in the Settlement Agreement.

32. Neither the Settlement Agreement, nor any stipulation contained therein, nor Defendants' compliance with this Order or any subsequent court order in furtherance of the Settlement Agreement, constitutes an admission of, or evidence of, any liability on the part of Defendants for claims asserted or that could have been asserted, or a lack thereof on the part of Plaintiffs.

33. If the Settlement is not ultimately consummated, then (a) the Settlement Agreement, including any amendments thereof, and this Order certifying the Settlement Class and appointing Plaintiffs as Settlement Class representatives for purposes of the Settlement shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity; (b) each party shall be restored

to its respective position as it existed immediately prior to the commencement of settlement discussions; (c) Defendants shall be free to contest class certification, notwithstanding certification of the Settlement Class for purposes of settlement only.

34. If the Settlement is finally approved at the Settlement Hearing, the Court shall enter a Final Judgment dismissing this case with prejudice, which shall be binding on all Settlement Class members who have not previously made a Request for Exclusion in accordance with this Order and the terms of the Settlement Agreement.

35. All proceedings in this action are stayed until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

36. The Court retains exclusive jurisdiction over the action to consider all further matters arising out of or in connection with the Settlement.

IT IS SO ORDERED.

DATED: 5/18/09



THE HONORABLE HAROLD BAER, JR.
UNITED STATES DISTRICT JUDGE

EXHIBIT A

Planet Toys CSI Kits Published Notice
Version A: 2.25 w x 10.0 h
5/14/2009
Type: 7 pt Helvetica 55 Roman

Legal Notice

**If you purchased a Planet Toys, Inc.
CSI Fingerprint Examination Kit or
CSI Forensic Lab Kit,
you could be entitled to benefits
under a class action settlement.**

You may be eligible to participate in a settlement of a class action lawsuit if you purchased or received as a gift in the United States a Planet Toys, Inc. CSI Fingerprint Examination Kit (Product Nos. 1204, 1213, 1225) or CSI Forensic Lab Kit (Product No. 1203) ("Settlement Toy Products"), bought from Amazon.com, Inc.; Buy.com, Inc.; Costco Wholesale Corporation; CBS; Hammacher Schlemmer & Co., Inc.; Kmart Corporation; QVC, Inc.; Sears Roebuck and Co.; Toys "R" Us, Inc.; Walgreen Co. ("Defendants"). Purchases for resale are not included.

Note that Defendant Costco Wholesale Corporation did not sell any Settlement Toy Products.

Please read this entire notice completely as it affects your legal rights. The Court authorized publication of this notice.

WHAT'S THIS ABOUT?

Plaintiffs in this lawsuit allege that Defendants knew or should have known that some of the white fingerprinting powder in certain of the Planet Toys, Inc. Settlement Toy Products contained asbestos and misrepresented to the public that the CSI Kits were safe and appropriate playthings for children. Defendants deny that the Settlement Toy Products contained asbestos or that they did anything wrong in relation to the sale/distribution of the CSI Kits. The Court in charge of this case is the U.S. District Court for the Southern District of New York. The case is entitled *Morris, et al. vs. CBS, et al.*, Case No. 08-CV-0592 (HB). The proposed settlement is not an admission of wrongdoing by any party.

WHAT DOES THE SETTLEMENT PROVIDE?

Among other consideration paid by the Defendants, Settlement Class Members who timely file with the Claims Administrator valid claims by the Claims Deadline as specified in the Claim Form will be entitled to a cash refund for the actual or average price paid for the Settlement Toy Product(s).

WHAT ARE YOUR OPTIONS?

Remain in the class and timely submit a claim: For a detailed Notice and Claim Form visit CSIToysSettlement.com or write to: Planet Toys CSI Kits Claims Administrator, P.O. Box 8177, Novato, CA 94948-8177. Your claim must be received by the Claims Administrator no later than January 14, 2010.

Object to all or any portion of the proposed settlement: The Court will hold a hearing on Month dd, 2009, at ___m. to consider whether to approve the settlement. You are not required to appear at the hearing, but you may if you so desire. Any objections or comments to the proposed must be received by the Court, Plaintiffs' Co-lead Counsel and Defendants' Counsel no later than September 14, 2009. The full notice at CSIToysSettlement.com explains how to object to the proposed settlement.

Opt out from the Class: If you wish to be excluded from the Class and proposed settlement, you must submit to the Claims Administrator a request to be excluded postmarked by September 28, 2009. If you exclude yourself from the Class, you will not receive any benefits of the settlement.

Do Nothing: If you do nothing, you will still be bound by the terms of the proposed settlement and you won't be able to sue the Defendants about the legal claims in this case.

This is only a summary notice. To obtain a detailed notice containing additional information about the proposed settlement and each of these options, please visit CSIToysSettlement.com or write the Claims Administrator at the address above. You may also write to Plaintiffs' Co-lead Counsel at the address listed in the full notice.

EXHIBIT B

If you purchased or received a Planet Toys, Inc. CSI: Crime Scene Investigation Fingerprint Examination Kit or CSI: Crime Scene Investigation Forensic Lab Kit from certain Retailers, you may be entitled to benefits under a proposed class action settlement.

You may be eligible for a cash refund in a proposed settlement of a class action lawsuit if you purchased or otherwise received a Planet Toys, Inc. CSI: Crime Scene Investigation Fingerprint Examination Kit (Product Nos. 1204, 1213, 1225) or CSI: Crime Scene Investigation Forensic Lab Kit (Product No. 1203) (the "Settlement Toy Products" or "Toys"), from CBS; Toys "R" Us, Inc.; Hammacher Schlemmer & Co., Inc.; Walgreen Co.; Amazon.com, Inc.; Buy.com, Inc.; Costco Wholesale Corporation*; Sears Roebuck and Co.; Kmart Corporation; or QVC, Inc. ("Defendants"). You must have purchased or received the Toy(s) in the United States on or before _____ and not for purposes of resale. Question and Answer No. 7 below contains further information about what you may receive in this settlement.

* See Question and Answer No. 2 on page 2. Costco Wholesale Corporation did not sell any Settlement Toy Products.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM BY JANUARY 14, 2010	The only way to receive a refund as part of this settlement.
OPT OUT BY SEPTEMBER 28, 2009	If you select this option, you will not be allowed to participate in the settlement, but you will not be bound by the terms of settlement either.
OBJECT BY SEPTEMBER 14, 2009	Write to the Court about why you don't like the settlement.
DO NOTHING	If you do nothing, you will still be bound by the terms of the proposed settlement. Unless you submit a claim by the claim deadline, however, you will not receive any benefits from this settlement.

This notice – which the Court authorized – more fully explains your rights and options and the deadlines to exercise them. You also may obtain more information on the proposed settlement and a copy of the Settlement Agreement by visiting www._____com or by writing the Claims Administrator at: Planet Toys CSI Kits Claims Administrator, P.O. Box 6177, Novato, CA 94948-6177.

WHAT THIS NOTICE CONTAINS

Please read this entire notice completely because it affects your legal rights.

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Questions? Visit www._____com

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BASIC INFORMATION

1. Am I affected by this proposed class action settlement?

You may be eligible to get a cash refund in a class action lawsuit if you purchased or received as a gift a Planet Toys, Inc. CSI: Crime Scene Investigation Fingerprint Examination Kit (Product No. 1204, 1213, 1225) or CSI: Crime Scene Investigation Forensic Lab Kit (Product No. 1203) (the "Settlement Toy Products" or "Toys"), from CBS; Toys "R" Us, Inc.; Hammacher Schlemmer & Co., Inc.; Walgreen Co.; Amazon.com, Inc.; Buy.com, Inc.; Costco Wholesale Corporation; Sears Roebuck and Co.; Kmart Corporation; or QVC, Inc. ("Defendants"). You must have purchased or received the Toy(s) in the United States on or before _____ and not for purposes of resale.

The Court in charge of this case is the United States District Court for the Southern District of New York. The case is known as *Jeffrey Morris, et al., against CBS, et al., Case No. 08-CV-0592 (HB)*. The people who sued are called "Plaintiffs." The companies participating in the settlement include CBS; Toys "R" Us, Inc.; Hammacher Schlemmer & Co., Inc.; Walgreen Co.; Amazon.com, Inc.; Buy.com, Inc.; Costco Wholesale Corporation; Sears Roebuck and Co.; Kmart Corporation; and QVC, Inc., and are called "Defendants." Other companies sued include manufacturer, Planet Toys, Inc. which filed a Chapter 7 Bankruptcy Petition on March 18, 2009, so Planet Toys is not a party to this settlement.

The Court ordered this notice because you have a right to know about the settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, you may be eligible to receive a refund for the Settlement Toy Product(s) that you purchased or received as a gift. This Notice explains the lawsuit, the proposed settlement, your legal rights, what benefits are available, and who is eligible to receive those.

2. What is this lawsuit about?

The Plaintiffs in the lawsuit allege that Defendants knew or should have known that some of the white fingerprinting powder in the Settlement Toy Products contained asbestos, and misrepresented to the public that the Toys were safe for children. Defendants have denied and continue to deny that the Toys contained asbestos and deny any wrongdoing or liability to any and all Plaintiffs in relation to the sale/distribution of the CSI Kits. The Court has not made any findings on this issue, and the settlement is not an admission of wrongdoing by any party.

Note that the parties' due diligence revealed that Costco Wholesale Corporation did not sell any Settlement Toy Products.

3. Why is this a class action?

In a class action, one or more people called class representatives bring a lawsuit on behalf of a larger number of people who they believe have similar claims. Each person who is part of a class is called a "class member." A single court resolves the issues for all class members at the same time.

4. Why is there a settlement?

The parties agreed to the proposed settlement to avoid the expense and uncertainties of continued litigation. The class representatives and their attorneys think the settlement is in the best interests of the class members.

Questions? Visit www.com

WHO IS IN THE SETTLEMENT

To see if you are eligible to participate in this settlement, you first have to determine that you are a class member.

5. How do I know if I am a class member?

You are a class member if you purchased or received as a gift a Planet Toys, Inc. CSI: Crime Scene Investigation Fingerprint Examination Kit (Product No. 1204, 1213, 1225) or CSI: Crime Scene Investigation Forensic Lab Kit (Product No. 1203) (the "Settlement Toy Products" or "Toys"), from CBS; Toys "R" Us, Inc.; Hammacher Schlemmer & Co., Inc.; Walgreen Co.; Amazon.com, Inc.; Buy.com, Inc.; Costco Wholesale Corp.*; Sears Roebuck and Co.; Kmart Corp.; or QVC, Inc. ("Defendants"). You must have purchased or received the Toy(s) in the United States on or before _____ and not for purposes of resale.

* See Question and Answer No. 2 on page 2. Costco Wholesale Corporation did not sell any Settlement Toy Products.

6. Are there exceptions to being included?

The proposed settlement class does *not* include any of the Defendants; any entity in which Defendants have a controlling interest or which has a controlling interest in Defendants, and Defendants' legal representatives, assigns and successors; and any person who timely files a Request for Exclusion from the Settlement Class with the Claims Administrator under the Settlement Agreement. Also excluded are the Judges to whom the Action is assigned and any member of the Judge's immediate family.

THE SETTLEMENT BENEFITS—WHAT YOU GET**7. What does the settlement provide?****a. Consumer Refund Program:**

Class Members who send in valid Claim Form to the Claims Administrator by the Claims Deadline (see Question and Answer No. 8), and provide all required proof or documentation as specified on the Claim Form, will receive a cash refund payment as detailed below:

- (1) If you have one or more Settlement Toy Product(s) from one or more of the Defendants, you may return the Toys and receive a refund for the actual price you paid for them or, if there is insufficient information available to determine the actual price, the average retail price of the identified Defendant that sold the Settlement Toy Product if you submit a valid Claim Form to the Claims Administrator. When you submit your claim for this category, the Claims Administrator will send you a shipping label so you may return the Settlement Toy Product(s) at no cost to you. Alternatively, you may send a portion of the box with UPC Code to the Claims Administrator along with your Claim Form.
- (2) If you no longer have the Settlement Toy Product(s), but you have proof of purchase, you may submit a Claim Form certifying that the Toy(s) was destroyed or disposed of, together with proof of purchase by (i) sales receipt, (ii) credit card statement or (iii) internet order confirmation. Then you will receive a refund for the actual price paid for the Settlement Toy Product(s), so long as you have not already received a cash refund.
- (3) If you have neither the Settlement Toy Product(s) nor proof of purchase, you may submit a Claim Form certifying that the Toy(s) were destroyed or disposed of, together with a declaration of such under penalty of perjury, and then you will be entitled to receive a cash refund in the amount of the average retail price of the Settlement Toy Product(s) sold by the identified Defendant so long as you have not already received a cash refund. You must have destroyed or disposed of the Toy(s) and not simply have given it away to another person. Refunds are limited to two Settlement Toy Products for which you do not have proof of purchase.

In addition, Defendants agree that they or their agents shall destroy all returned Settlement Toy Product(s) after the Claims Period and to provide certification of destruction to Class Counsel and the Court.

b. Other Monetary Obligations of the Defendants

In addition to each Defendant paying for the cash refunds of Settlement Toy Product(s) purchased from them, Defendants will collectively pay a *cypres* award of thirty thousand dollars (\$30,000) to a non-profit organization known as the Asbestos Disease Awareness Corporation (ADAO) if such award is approved by the Court. In addition, Defendants will pay for Claims Administration and Notice Expenses, and for attorneys' fees and costs awarded by the Court to Class Counsel, up to the amount of \$175,000.

HOW TO SUBMIT A CLAIM**8. How do I submit a claim?**

A Claim Form, including instructions on how to submit a claim by mail or directly online, is available at www.csi-kits.com. You also can receive a Claim Form by writing to: Planet Toys CSI Kits Claims Administrator, P.O. Box 6177, Novato, CA 94948-6177.

Questions? Visit www.csi-kits.com

You must read the instructions on the Claim Form carefully, answer the questions and fill out the Claim Form as directed in the instructions, include all the documents that the form asks for, and sign the Claim Form under penalty of perjury. You must mail the Claim Form so that it will be received by the Claims Administrator on or before January 14, 2010. If you do not mail your Claim Form in time, your claim may be rejected, and you waive all rights to receive any benefits under this settlement.

9. When will I receive payment for my claim?

The Court will hold a settlement hearing on _____ at _____ a.m., to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. The appeal process can take more than a year. Please be patient. Settlement award checks will be mailed after the settlement becomes final and all claims are processed. You should receive your award within twelve weeks after the resolution of any appeals, or if there is no appeal, within twelve weeks after the claim filing deadline.

10. What am I giving up to participate in the proposed settlement?

If you remain in the class, you will be eligible to participate in the settlement and receive a cash refund if you file a valid and timely Claim Form. If you remain in the class, that also means that you can't sue or be part of any other lawsuit against any Defendants about the Settled Claims as defined in the Settlement Agreement. It also means all of the Court's orders will legally bind you, and you will be deemed to release Defendants and each Released Party as defined in the Settlement Agreement from any future claims concerning the issues in this lawsuit. However, personal injury claims due to use or exposure to the Toys will not be released if you stay in the class and file a Claims Form.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to be included in the proposed settlement, but you want to keep the right to sue Defendants on your own about the legal issues in this case, then you must take affirmative steps to exclude yourself from the settlement class. This is sometimes referred to as "opting out of the settlement class."

11. How do I opt out of the settlement class?

To opt out from the proposed settlement, you must send a Request for Exclusion letter by U.S. Mail to the Claims Administrator asking to be excluded from the *Morris, et al. v. CBS, et al.*, class action, U.S. District Court for the Southern District of New York, Case No. 08-CV-0592 (HB). Be sure to include your name, address, telephone number, and signature. Your request to be excluded from the settlement must be postmarked no later than September 28, 2009. Please mail your letter to: Planet Toys CSI Kits Claims Administrator, P.O. Box 6177, Novato, CA 94948-6177.

If you ask to be excluded, you will: (i) not be bound by any orders or judgments entered in this Action; (ii) not be entitled to relief under or be affected by the Settlement Agreement; (iii) not have a right to a cash refund; and (iv) not be entitled to object to any aspect of the Settlement Agreement. You must personally sign your Request for Exclusion. So-called "mass" or "class" opt-outs shall not be allowed. If more than 150 Class Members timely file valid Requests for Exclusion, Defendants will have the right to withdraw from the Settlement Agreement.

12. If I opt out from the settlement, can I still get a refund for the Settlement Toy Product(s) I purchased?

No. If you opt out from this settlement, please do not send in a Claim Form because you will not be eligible to participate in this settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

The class is represented by John Stoja, Jr., of Coughlin Stoja Geller Rudman & Robbins LLP and William Audet of Audet & Partners, LLP. These lawyers are called "Co-lead Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees and expenses in an amount not to exceed \$175,000. As described above, this amount will be paid by the Defendants.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

15. How do I tell the Court that I don't like the settlement?

If you are a class member, you can object to the proposed settlement and give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter containing your objections to the proposed settlement in *Morris, et al. v. CBS, et al.*, Case No. 08-CV-0592 (HB). Be sure to include your name, address, telephone number, your signature, appropriate proof of purchase or receipt of the Settlement Toy Product(s), the basis for your objection, and a statement of whether you intend to appear at the Fairness Hearing, either with or without counsel. If you fail to timely file a written Objection in this manner, you shall be

Questions? Visit www._____.com

deemed to have waived any objections, shall not be permitted to object to the Settlement Agreement at the Fairness Hearing, and shall be foreclosed from seeking any review of the Class Settlement by appeal or other means. Your objection and any supporting papers must be mailed to and *actually received* by all of the following persons no later than September 14, 2009.

COURT	CLASS COUNSEL		DEFENSE COUNSEL
Clerk of the Court United States District Court Southern District of New York 500 Pearl Street New York, NY 10007-1312	John J. Stoia, Jr., Esq. Coughlin, Stoia, Geller, Rudman & Robbins, LLP 655 West Broadway, Suite 1900 San Diego, CA 92101	and William M. Audet, Esq. Audet & Partners, LLP 221 Main Street, Suite 1460 San Francisco, CA 94105	Renee D. Wasserman, Esq. Rogers Joseph O'Donnell 311 California St., 10 th Floor San Francisco, Ca 94104

16. What's the difference between objecting to the proposed settlement and opting out?

Objecting to the proposed settlement is simply telling the Court that you don't like something about it. You can object only if you remain in the Class. Opting out is telling the Court that you don't want to be part of the settlement class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to do either to participate in this class settlement.

17. When will the Court decide whether to approve the proposed settlement?

The Court will hold a Settlement Hearing at [REDACTED] 2009 at the United States District Court for the Southern District of New York, in Courtroom 16 located at [REDACTED]. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate and thus should be finally approved. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also consider how much to pay to Class Counsel. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class counsel will answer any questions that the Court may have about the proposed settlement. You may come to the hearing at your own expense. Even if you send an objection, you don't have to come to the hearing. As long as your written objection is timely, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. Finally, you may seek to intervene in the action, but you need not do so.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in "*Jeffrey Morris, et al., v. CBS, et al., Case No. 08-CV-0592 (HB)*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received by all of the individuals listed in the Answer to Question No. 15 above, no later than September 14, 2009. You cannot speak at the hearing if you opt out of the settlement class.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will not receive any benefits from this proposed settlement. But, unless you opt out, you won't be able to start, continue or participate in a lawsuit against the Defendants about the Settled Claims in this case unless you are bringing a lawsuit for individual personal injuries caused by the Settlement Toy Products.

GETTING MORE INFORMATION

21. Are there more details about the proposed settlement?

This Notice summarizes the proposed settlement. More details are contained in the Settlement Agreement. Copies of the Settlement Agreement and other documents relating to the case are on file at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312 and may be examined and copied during office hours at the Office of the Clerk, 8:30 a.m. to 5:00 p.m. You may also obtain a copy of the Settlement Agreement from the settlement website at www._____.com.

22. How do I get more information?

To obtain more information on the proposed settlement, you may visit the settlement website at www._____.com. You may also write to either of the Class Counsel listed in the Answer to Question No. 15 above.

Questions about the proposed settlement should not be directed to the Court or its staff.

Questions? Visit www._____.com