

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

LUCY BRADY and TANYA POWERS, )  
individually, and on behalf of all others )  
similarly situated, )  
Plaintiffs, )  
v. ) No. 06 CH 3056  
LEARNING CURVE INTERNATIONAL, INC., ) Judge Sophia H. Hall  
RC2 BRANDS, INC. n/k/a LEARNING CURVE )  
BRANDS, INC. and RC2 CORPORATION, )  
Defendants. )

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**TO:** *All persons who are residents or citizens of the United States or its Territories and who purchased a Learning Curve Product (e.g. certain “Thomas the Tank Engine Wooden Railway”, “Lamaze”, “Eden”, “Lionel” (battery powered trains only), “Madeline” and “Felt Kids” products) with a “lifetime guarantee” or that was “unconditionally guaranteed for life” (the “Settlement Class”)*

*PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE.*

*IF YOU WISH TO RECEIVE CERTAIN RELIEF UNDER THE CLASS SETTLEMENT, YOU MUST RETURN THE CLAIM FORM AT THE END OF THIS NOTICE.*

**1. WHAT THIS LAWSUIT IS ABOUT**

Plaintiffs filed this action in the Circuit Court of Cook County, Illinois on behalf of a proposed class, alleging that Defendants retroactively changed the guarantee on Learning Curve Products from a “lifetime guarantee” to a 90 day guarantee (“Lawsuit”). Plaintiffs allege that they purchased Learning Curve Products with a lifetime guarantee and that when they attempted to make a claim under the guarantee they were advised, or otherwise led to believe, the guarantee had changed and their claims were not valid. The complaint alleges claims for breach of warranty, unjust enrichment and violation of state consumer protection statutes and seeks monetary and injunctive relief.

Defendants deny Plaintiffs’ allegations, and

have raised defenses to Plaintiffs’ claims including that the change in the guarantee was prospective only.

In order to avoid the expense and uncertainties of litigation, the Parties have reached a settlement agreement to resolve the dispute (“Settlement Agreement”).

Judge Hall has granted preliminary approval of the settlement and has certified the Settlement Class defined above, subject to a fairness hearing which will take place on **October 22, 2007 at 11:00 a.m.** in Room 2301 of the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington, Chicago, Illinois 60602.

This notice explains the nature of the lawsuit

and the terms of the settlement and informs you of your legal rights and obligations.

**Only certain Learning Curve products which were previously sold with a “lifetime guarantee” are the subject of this settlement.** The following Learning Curve product lines are the subject of this settlement: Thomas the Tank Engine Wooden Railway (but not other Thomas plastic products made by other manufacturers), Lamaze, Eden, Lionel (battery powered trains only – not other “Lionel” products made by other manufacturers), Madeline, and Felt Kids toys and products.

## **2. NO ADMISSION OF LIABILITY**

By settling this lawsuit, Defendants are not admitting that they have done anything wrong. Defendants expressly deny that they have done anything wrong.

## **3. THE PROPOSED SETTLEMENT**

Plaintiffs and Defendants have agreed to the settlement described below. **IF YOU WISH TO RECEIVE CERTAIN RELIEF UNDER THE SETTLEMENT, YOU MUST RETURN THE APPROPRIATE CLAIM FORM(S) AT THE END OF THIS NOTICE BY SEPTEMBER 28, 2007.** If you do not wish to be part of the settlement, you must opt-out.

## **4. RELIEF PROVIDED TO CLASS MEMBERS UNDER THE SETTLEMENT**

### **A. Relief for All Settlement Class Members - Injunctive Relief.**

Defendants agree to the entry of an injunction requiring them to: 1) honor the “lifetime guarantee” on all Learning Curve Products (the “Guarantee”) sold with such a Guarantee; and 2) post on their website in the section relating to product guarantees or warranties for Learning Curve Products, for a period of

no less than one year from the Effective Date of the Settlement Agreement, a statement indicating that while the Guarantee on Learning Curve Products was changed effective February 18, 2005, the change was prospective only and Defendants will continue to honor the “lifetime guarantee” on Learning Curve Products purchased prior to February 18, 2005 and for Learning Curve Products purchased after that date where the product packaging, labeling, or product inserts accompanying the product, indicated that the product has a lifetime guarantee or is unconditionally guaranteed for life.

### **B. Relief for Settlement Class Members Whose Guarantee Claims Were Wrongfully Denied.**

With respect to any Settlement Class Member who has or had a valid claim under the Guarantee (i) which Defendants wrongfully refused to honor or (ii) where any Defendant’s acts or omissions caused the Settlement Class Member to not pursue their valid claim, or (iii) where a Settlement Class Member was otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or by their acts or omissions that Defendants were no longer honoring the lifetime guarantee on their products (the “Guarantee Claim(s)”). Defendants agree to provide such Settlement Class Member with the relief set forth below. **If you are eligible, you must submit the appropriate Claim Form at the end of this Notice to receive any of the following forms of relief, and the Claim Form must be postmarked and mailed on or before September 28, 2007.** You may obtain additional copies of this Notice and any Claim Forms at the website of Class Counsel at [www.attorneyzim.com](http://www.attorneyzim.com) or by faxing or mailing a request for the Notice and Claim Forms to the Claims Administrator:

First Class, Inc.  
5410 W Roosevelt Rd, Unit 222  
Chicago, IL 60644-1478  
Attn: Learning Curve Settlement  
Fax: (773) 378-1018

Settlement Class Members with Guarantee Claims may make as many claims as the number of actual claims they have and may obtain recovery under one of the following subsections for each claim.

**(1) Replacement Product Purchase Refund.** Settlement Class Members who are entitled to relief under this subsection are those Settlement Class Members who purchased a Learning Curve Product covered by the Guarantee and had a valid claim under the Guarantee with respect to the product they purchased, and either (a) they contacted Defendants to make a claim under the Guarantee and Defendants wrongfully rejected their claim, or (b) they were either (i) advised by Defendants or (ii) misled in some other manner as a result of an act or omission of Defendants or (iii) otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or their acts or omissions that either they did not have a valid Guarantee Claim or Defendants were no longer honoring the lifetime guarantee on their products, and as a result the Settlement Class Members did not pursue their Guarantee Claim and instead they purchased a comparable product to replace the Learning Curve Product covered by the Guarantee. With respect to Settlement Class Members who have a claim under this subsection and submit a timely and complete Claim Form as required, Defendants agree to provide such Settlement Class Members with a cash refund in the form of a check in the amount equal to the actual cost of the comparable replacement product they

1781777-4

purchased, and a manufacturer's coupon for a \$4.00 discount on a future purchase of a Learning Curve Product, subject to the Cap Limitations as described herein. **To claim the relief provided under this subsection you must complete the Claim Form for Option Number 1 at the end of this notice and provide the required information and follow the instructions given.**

**(2) Repair Cost Refund.** Settlement Class Members who are entitled to relief under this subsection are those Settlement Class Members who purchased a Learning Curve Product covered by the Guarantee and had a valid Guarantee Claim with respect to the product they purchased, and either (a) they contacted Defendants to make a claim under the Guarantee and Defendants wrongfully rejected their claim, or (b) they were either (i) advised by Defendants or (ii) misled in some other manner as a result of an act or omission of Defendants or (iii) otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or by their acts or omissions that either they did not have a valid Guarantee Claim or Defendants were no longer honoring the lifetime guarantee on their products, and as a result the Settlement Class Members did not pursue their Guarantee Claim and instead they either paid a third party to repair the Learning Curve Product for which they had a Guarantee Claim or incurred material costs in repairing the product themselves. With respect to Settlement Class Members who have a claim under this subsection and submit a timely and complete Claim Form as required, Defendants agree to provide such Settlement Class Members with a cash refund in the form of a check in the amount equal to the reasonable cost of the reasonable repairs on the product that they paid and a manufacturer's coupon for a \$4.00 discount

on a future purchase of a Learning Curve Product, subject to the Cap Limitations as described herein. **To claim the relief provided under this subsection you must complete the Claim Form for Option Number 2 at the end of this notice and provide the required information and documentation indicated in the Claim Form for this option.**

**(3) Disposed Product Refund.**

Settlement Class Members who are entitled to relief under this subsection are those Settlement Class Members who purchased a Learning Curve Product covered by the Guarantee and had a valid Guarantee Claim with respect to the product they purchased, and either (a) they contacted Defendants to make a claim under the Guarantee and Defendants wrongfully rejected their claim, or (b) they were either (i) advised by Defendants or (ii) misled in some other manner as a result of an act or omission of Defendants or (iii) otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or by their acts or omissions that either they did not have a valid Guarantee Claim or Defendants were no longer honoring the lifetime guarantee on their products, and as a result the Settlement Class Members did not pursue their Guarantee Claim and instead they disposed of the Learning Curve Product on which they had the Guarantee Claim and they did not purchase a replacement product. With respect to Settlement Class Members who have a claim under this subsection and submit a timely and complete Claim Form as required, Defendants agree to provide such Settlement Class Members with a replacement product for the Learning Curve Product on which they had a Guarantee Claim and a manufacturer's coupon for a \$4.00 discount on a future purchase of a Learning Curve Product, subject to the Cap

Limitations as described herein. In the event that the Learning Curve Product which is the subject of the Guarantee Claim has been discontinued, Learning Curve will provide the claimant with a comparable Learning Curve Product, selected by the claimant, subject to the Cap Limitations as described herein. **To claim the relief provided under this subsection you must complete the Claim Form for Option Number 3 at the end of this notice and provide the required information indicated in the Claim Form for this option.**

**(4) Delayed Claims.**

Settlement Class Members who are entitled to relief under this subsection are those Settlement Class Members who purchased a Learning Curve Product covered by the Guarantee and had a valid Guarantee Claim with respect to the product they purchased, and either (a) they contacted Defendants to make a claim under the Guarantee and Defendants wrongfully rejected their claim, or (b) they were either (i) advised by Defendants or (ii) misled in some other manner as a result of an act or omission of Defendants or (iii) otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or by their acts or omissions that either they did not have a valid Guarantee Claim or Defendants were no longer honoring the lifetime guarantee on their products, and as a result the Settlement Class Members did not pursue their Guarantee Claim and instead they kept the Learning Curve Product on which they had the Guarantee Claim and they did not repair the product or purchase a replacement for it. With respect to Settlement Class Members who have a claim under this subsection and submit a timely and complete Claim Form as required, and return the "defective" Learning Curve Product along with the completed Claim Form to the

Defendants, Defendants agree to provide such Settlement Class Members with a replacement product for the Learning Curve Product on which they had a Guarantee Claim, and a manufacturer's coupon for a \$4.00 discount on a future purchase of a Learning Curve Product, subject to the Cap Limitations as described herein. In the event that the Learning Curve Product which is the subject of the Guarantee Claim has been discontinued, Learning Curve will provide the claimant with a comparable Learning Curve Product, subject to the Cap Limitations as described herein. **To claim the relief provided under this subsection you must complete the Claim Form for Option Number 4 at the end of this notice and follow the instructions in the Claim Form for this option which include the requirement that you return the "defective" product to Defendants.**

**(5) Limitations on Manufacturer's Discount Coupons.** The manufacturer's coupons issued under this settlement for a \$4.00 discount on a future purchase of a Learning Curve Product shall expire one year from the date of issuance. One coupon shall be provided for each claim made, subject to a maximum of two coupons per claimant, regardless of whether a claimant has more than two (2) valid claims. Coupons are only valid for one year from the date of issuance and only one coupon may be used per purchase.

**(6) Cap Limitations.** The maximum amount which Defendants may be required to pay Settlement Class Members under Subsections (1) – (3) above is a total of \$50,000 in cash and retail value of replacement product provided pursuant to Subsection (3). Additionally, the maximum total value of discount coupons which Defendants may be required to provide to

Settlement Class Members is \$50,000. In the event that claims exceed \$50,000 for either cash and product, or coupons, then the respective claims for that particular category of relief shall be reduced pro-rata so that the respective claims for that particular category of relief total \$50,000.

### **C. Charitable Donations.**

In addition to the injunctive and other relief provided in Subsections 4(A) and (B) above, as part of this settlement Defendants will also be making a donation of \$25,000 (retail value) in Learning Curve Products to Children's Memorial Medical Center, in Chicago. Furthermore, in the event that the total cash payments, and the retail cost of replacement products provided to Settlement Class Members by Defendants pursuant to Subsection 4(B)(1) through (3) above ("Payout Value") is less than \$50,000, Defendants shall make a cash donation in equal amounts to Children's Memorial Medical Center and Voices for Illinois Children in a total amount equal to \$50,000 less the Payout Value.

### **5. ATTORNEY'S FEES AWARD**

Plaintiffs' counsel will request approval of the Court for attorney's fees up to \$140,000, plus costs of up to \$3,500. Defendants will not oppose or cause to be opposed an application by Plaintiffs' counsel for attorney's fees up to that amount. Plaintiffs' counsel will not request additional fees and costs from Defendants or the class. Any award of attorney's fees and costs shall be paid in addition to and shall not count towards the Cap Limitations set forth above.

### **6. AWARD TO CLASS REPS**

Subject to Court approval, Lucy Brady and Tanya Powers, the Class Representatives, will receive an incentive award of \$5,000 each for

their service as Class Representatives. Any incentive award to the Class Representatives shall be paid in addition to and not count towards the Cap Limitations set forth above.

**7. COSTS** Costs associated with the notice and administration of this settlement will be paid by Defendants. Any costs shall be paid in addition to and not count towards the Cap Limitations set forth above.

**8. RELEASE** Unless you exclude yourself from the settlement, you will be part of the Settlement Class. By staying in the Settlement Class, all of the Court's orders will apply to you, and you will give Defendants, and their affiliated companies and their predecessors and successors, a "release" for all Guarantee Claims and any other claims arising from or relating to the Guarantee on Learning Curve Products which you have or had from the beginning of time until the Effective Date of the Settlement Agreement. A release means you cannot sue or be part of any other lawsuit against Defendants, or their parent or affiliated companies about the claims or issues in this Lawsuit ever again.

**9. CLASS COUNSEL'S OPINION OF THE VALUE OF THE SETTLEMENT**

Class Counsel believes that the settlement is fair and reasonable and that the class members should accept this settlement. The settlement provides all class members with injunctive relief ensuring their rights under the Guarantee and it provides class members whose Guarantee Claims have been wrongfully denied with a monetary recovery for their claims. In light of the risks and expenses of litigation, and the potential defenses of Defendants, Class Counsel believes it is in the best interest of the class that the case be settled and that the settlement terms are fair and reasonable.

**10. FAIRNESS HEARING** A hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement, including the amount of the award to Plaintiffs' counsel for costs and attorney's fees. The hearing will take place on **October 22, 2007 at 11:00 a.m.** before Judge Sophia H. Hall in Room 2301 of the Richard J. Daley Center, 50 W. Washington, Chicago, Illinois 60602. **YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.**

If the settlement is not approved, the case will proceed as if no settlement had been attempted. There can be no assurance that if the settlement is not approved, the class will recover more than is provided in the settlement, or indeed, anything.

**11. WHO REPRESENTS YOU** As a member of the Settlement Class you are represented by Class Counsel, **Thomas A. Zimmerman, Jr. of Zimmerman and Associates, P.C.**, without additional charge. If you prefer, you may enter your own appearance or ask the Court to allow you to participate in the settlement through your own attorney. If you wish to participate on your own or through your own attorney, an appearance must be filed with the Court by **September 14, 2007**. If you participate through your own attorney, it will be at your expense. Any party who returns a Claim Form or otherwise does not exclude him or herself from the settlement, as described below, will be bound by the Settlement Agreement and release of claims against the Defendants, as approved by the Court. You also have the right to retain counsel at your

own expense to advise you as to your rights under the settlement.

## **12. YOUR OPTIONS**

### **A. Remain in the Class.**

If you wish to receive the relief provided under the settlement you should remain in the Settlement Class.

(i) YOU DO NOT HAVE A GUARANTEE CLAIM. If you do not have a Guarantee Claim you are not required to do anything and you will be automatically provided with the injunctive and other relief described in Subsection 4(A) above.

(ii) YOU HAVE A GUARANTEE CLAIM. If you have or had a Guarantee Claim which Defendants have failed to honor, or which you did not pursue, and you wish to receive the relief provided under this settlement, then you must complete the applicable Claim Form(s) included with this Notice and submit it/them to the Claims Administrator by the date indicated. **Note:** You must select at least one of the four options and submit the appropriate Claim Form for that option. See the instructions on the Claim Form.

### **B. You may exclude yourself from the settlement, if you do not wish to remain in the Settlement Class and participate in the settlement.**

You have the right to exclude yourself from both the class action and the settlement by filing a written request for exclusion with the Clerk of the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington, Chicago, Illinois 60602. By excluding yourself from the settlement you will not be legally entitled to receive any of the relief provided by Defendants under the settlement.

1781777-4

The request for exclusion must be filed with the Clerk of the Court on or before September 14, 2007 and must list your name, address, and the name and number of this case. You must also mail copies of the request for exclusion to each of the attorneys whose address is provided below, and such mailing must be postmarked by September 14, 2007.

#### **(Attorney for the Plaintiffs and the Class)**

Thomas A. Zimmerman, Jr., Esq.  
Zimmerman and Associates, P.C.  
100 West Monroe, Ste. 1300  
Chicago, Illinois 60603

#### **(Attorney for Defendants)**

Bart T. Murphy, Esq.  
Wildman, Harrold, Allen & Dixon LLP  
2300 Cabot Drive, Ste. 455  
Lisle, Illinois 60532-3639

### **C. You may object to the settlement.**

If you object to the settlement, and wish to submit an objection rather than simply excluding yourself from the class action, you must file your written objection with the Clerk of the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington, Chicago, Illinois 60602. The objection must be filed with the Clerk of the Court on or before September 14, 2007 and must refer to the name and number of this case. You must also send a copy of your objection by first class mail to the attorneys for the Plaintiffs and Defendants listed above, and such mailing must be postmarked by September 14, 2007. Any objection must include your name and address, the name and number of this case, and a statement of the reasons why you believe that the Court should find that the proposed settlement is not fair or is not in the best interests of the class. You may also appear at the hearing before Judge Hall on

October 22, 2007 at 11:00 a.m. and request to be heard by the Court as to your objection. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU WISH TO PRESENT AN ARGUMENT TO THE COURT AS TO YOUR OBJECTION.** Please note that it is not sufficient to simply state that you object. Your objection should state the reasons why you object to the settlement or why it should not be approved.

**13. THIS NOTICE ONLY PROVIDES A GENERAL DESCRIPTION**

This description of the case contained in this notice is general and does not cover all of the issues and proceedings thus far. In order to see the complete file, including a copy of the Settlement Agreement, you should visit the office of the Clerk of the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington, Chicago, Illinois 60602. The Clerk will make the files relating to this lawsuit available to you for inspection and

copying at your own expense.

**14. INQUIRIES**

Any questions you or your attorney may have concerning this notice should be directed to Class Counsel, Thomas A. Zimmerman, Jr. at the address listed above. Please include the case name and number, and your name and your current return address on any letters, not just the envelopes. **Please do not contact the Court Clerk or the Defendants' attorneys; as they are not in a position to give you any advice about this settlement.**

By Order of the Court Dated: June 8, 2007

HONORABLE JUDGE SOPHIA H. HALL

CIRCUIT COURT OF COOK COUNTY,  
ILLINOIS, CHANCERY DIVISION

**CLAIM FORM INSTRUCTIONS**

1. If you did not have a Guarantee Claim or Defendants did not reject your Guarantee Claim or by their actions or omissions Defendants did not cause you to fail to pursue your Guarantee Claim or if you were not otherwise led to believe by Defendants or anyone else that Defendants were no longer honoring the lifetime guarantee on their products, then you are not entitled to individual relief and you should not submit a Claim Form. Class Members entitled to individual relief are entitled to relief under any or all of the four options described in this Notice.

2. Select the Claim Form for one of the four Options which is applicable to your claim. You must follow these instructions and any additional instructions in the Claim Form for the Option(s) applicable to you and select and complete the claimant information required for the Option(s) applicable to you. You must comply with all other requirements contained herein and sign the Claim Form or your claim will be rejected. You must be 18 years or older to submit a claim. Mail or deliver the completed Claim Form to the address indicated on the Claim Form. If you selected Option Number 4, you must also mail the defective product with the Claim Form to the address indicated.

3. If you have more than one Guarantee Claim you may submit one claim form for each Guarantee Claim that you have. One manufacturer's \$4.00 discount coupon shall be provided for each claim, subject to a maximum of two coupons per claimant regardless of whether the claimant submits more than two claims.

4. You may participate in this settlement and obtain the relief provided under this settlement, and you may thereafter continue to make Guarantee Claims with Defendants on other Learning Curve Products pursuant to the injunctive relief described in Section 4(a) of the Notice, and Defendants shall process such claims in accordance with the

Guarantee.

5. By submitting a claim you represent under penalty of perjury that you purchased a Learning Curve Product with a lifetime guarantee, that subsequent to your purchase the product developed a defect which was not the result of intentional misuse or abuse of the product, that you either (a) contacted Defendants to make a claim under the lifetime guarantee and Defendants wrongfully rejected your claim, or (b) you were either (i) advised by Defendants or (ii) misled in some other manner as a result of an act or omission of Defendants or (iii) otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or by their acts or omissions that either you did not have a valid Guarantee Claim or Defendants were no longer honoring the lifetime guarantee on their products, and as a result you did not pursue your Guarantee Claim.

6. The following Learning Curve product lines that were sold with a “lifetime guarantee” are the subject of this settlement: Thomas the Tank Engine Wooden Railway (but not other Thomas plastic products made by other manufacturers), Lamaze, Eden, Lionel (battery powered trains only – not other “Lionel” products made by other manufacturers), Madeline, and Felt Kids toys and products.

**OPTION 1 CLAIM FORM**  
**REPLACEMENT PRODUCT PURCHASE REFUND**

*[See Section 4(B)(1) of Notice to determine whether you should submit this form.]*

**RE: LUCY BRADY, et al., v. LEARNING CURVE INT'L, INC., et al.,**  
**CASE NO: 06 CH 3056 (Circuit Court of Cook County, Illinois)**

IMPORTANT: THIS CLAIM FORM MUST BE POSTMARKED AND MAILED TO THE CLAIMS ADMINISTRATOR ON OR BEFORE SEPTEMBER 28, 2007. SEND THIS CLAIM FORM TO THE FOLLOWING ADDRESS:

First Class, Inc.  
5410 W Roosevelt Rd Unit 222  
Chicago, IL 60644-1478  
Attn: Learning Curve Settlement

**Please print the following information. You must provide all information requested and sign the Claim Form or the claim will be rejected.**

---

**I. CLAIMANT INFORMATION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE OF BIRTH (mm/dd/yy): \_\_\_\_\_ DAY TIME PHONE (include area code): \_\_\_\_\_

**II. BY SUBMITTING THIS CLAIM FORM YOU MAKE REPRESENTATIONS UNDER PENALTY OF PERJURY**

By submitting this claim you make the following representations under penalty of perjury. If any of the following representations are not true, then you may not make a claim under this Option.

That you purchased a Learning Curve Product with a lifetime guarantee and that subsequent to your purchase the product developed a defect which was not the result of intentional misuse or abuse of the product, that you either (a) contacted Defendants to make a claim under the lifetime guarantee and Defendants wrongfully rejected your claim, or (b) you were either (i) advised by Defendants or (ii) misled in some other manner as a result of an act or omission of Defendants or (iii) otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or by their acts or omissions that either you did not have a valid Guarantee Claim or Defendants were no longer honoring the lifetime guarantee on their products, and as a result you did not pursue your Guarantee Claim and instead you purchased a comparable Replacement Product to replace the defective Learning Curve Product.

**III. CLAIM QUESTIONS**

**A. DEFECTIVE PRODUCT INFORMATION**

**You MUST provide the following information regarding the “defective” Learning Curve Product for which you purchased a comparable Replacement Product**

1. Approximate date of purchase of “defective” product (mm/dd/yy): \_\_\_\_\_

2. "Defective" Learning Curve Product number or description (state the product number, if you know it, or provide a sufficient description of the product, e.g. Thomas & Friends Wooden Railway System Percy Engine, Lamaze "Giggle Bug," etc.):

---

3. Exact or approximate purchase price: \$ \_\_\_\_\_

4. Place of purchase (if you recall): \_\_\_\_\_

5. Describe the "defect" in the product (e.g. wheel came off, peeling paint, etc.): \_\_\_\_\_

---

**B. REPLACEMENT PURCHASE PRODUCT INFORMATION**

**You MUST provide the following information regarding the comparable Replacement Product that you purchased to replace the "defective" Learning Curve Product**

6. Approximate date of purchase of replacement product (mm/dd/yy): \_\_\_\_\_

7. Identify or describe the comparable replacement product you purchased (state the product number, if you know it, or provide a sufficient description of the product, e.g. Thomas & Friends Wooden Railway System "Percy Engine," Lamaze "Giggle Bug," etc.):

---

8. Exact or approximate cost of the replacement product \$ \_\_\_\_\_ (attach receipt or proof of purchase, if you have it)

9. Place of purchase (if you recall): \_\_\_\_\_

**I affirm under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, that the statements made in this Claim Form are true and correct. Pursuant to Section 1-109 of the Illinois Code of Civil Procedure, any person who makes a false statement material to the issue or point in question in this Claim Form which he or she does not believe to be true shall be guilty of a Class 3 felony. I also acknowledge that by participating in this settlement I am providing a release to Defendants (Learning Curve and its parent and affiliated companies).**

\_\_\_\_\_  
(YOUR SIGNATURE) **YOU MUST SIGN** Date: \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME and TITLE - if a company)

**Upon final approval of the settlement and approval of your claim, you will be mailed a check for your refund and a discount coupon for the purchase of a Learning Curve Product. This may take up to 90 days after the final approval hearing.**

**OPTION 2 CLAIM FORM  
REPAIR COST REFUND**

*[See Section 4(B)(2) of Notice to determine whether you should submit this form.]*

**RE: LUCY BRADY, et al., v. LEARNING CURVE INT'L, INC., et al.,  
CASE NO: 06 CH 3056 (Circuit Court of Cook County, Illinois)**

IMPORTANT: THIS CLAIM FORM MUST BE POSTMARKED AND MAILED TO THE CLAIMS ADMINISTRATOR ON OR BEFORE SEPTEMBER 28, 2007. SEND THIS CLAIM FORM TO THE FOLLOWING ADDRESS:

First Class, Inc.  
5410 W Roosevelt Rd Unit 222  
Chicago, IL 60644-1478  
Attn: Learning Curve Settlement

**Please print the following information. You must provide all information requested and sign the Claim Form or the claim will be rejected.**

---

**I. CLAIMANT INFORMATION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE OF BIRTH (mm/dd/yy): \_\_\_\_\_ DAY TIME PHONE (include area code): \_\_\_\_\_

**II. BY SUBMITTING THIS CLAIM FORM YOU MAKE REPRESENTATIONS UNDER PENALTY PERJURY**

By submitting this claim you make the following representations under penalty of perjury. If any of the following representations are not true, then you may not make a claim under this Option.

That you purchased a Learning Curve Product with a lifetime guarantee and that subsequent to your purchase the product developed a defect which was not the result of intentional misuse or abuse of the product, that you either (a) contacted Defendants to make a claim under the lifetime guarantee and Defendants wrongfully rejected your claim, or (b) you were either (i) advised by Defendants or (ii) misled in some other manner as a result of an act or omission of Defendants or (iii) otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or by their acts or omissions that either you did not have a valid Guarantee Claim or Defendants were no longer honoring the lifetime guarantee on their products, and as a result you did not pursue your Guarantee Claim and instead you repaired or had the defective Learning Curve Product repaired and incurred costs to do so.

**III. CLAIM QUESTIONS**

1. Approximate Date of Purchase of "defective" product (mm/dd/yy): \_\_\_\_\_

2. "Defective" Learning Curve Product number or description (state the product number, if you know it, or provide a sufficient description of the product, e.g. Thomas & Friends Wooden Railway System "Percy Engine," Lamaze "Giggle Bug," etc.):

3. Describe the “defect” in the product (e.g. wheel came off, peeling paint, etc.): \_\_\_\_\_

4. Describe the repairs made to the “defective” Learning Curve Product:

5. Did you perform the repairs yourself? Yes \_\_\_\_ No \_\_\_\_

6. If you did not perform the repairs, state name and address of person or entity who made repairs (if you recall):

7. Exact or approximate cost of repairs (attach receipt or proof of cost if you have it): \$ \_\_\_\_\_

**I affirm under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, that the statements made in this Claim Form are true and correct. Pursuant to Section 1-109 of the Illinois Code of Civil Procedure, any person who makes a false statement material to the issue or point in question in this Claim Form which he or she does not believe to be true shall be guilty of a Class 3 felony. I also acknowledge that by participating in this settlement I am providing a release to Defendants (Learning Curve and its parent and affiliated companies).**

\_\_\_\_\_  
(YOUR SIGNATURE) **YOU MUST SIGN**

Date: \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME and TITLE - if a company)

**Upon final approval of the settlement and approval of your claim, you will be mailed a check for your refund and a discount coupon for the purchase of a Learning Curve Product. This may take up to 90 days after the final approval hearing.**

**OPTION 3 CLAIM FORM  
DISPOSED PRODUCT REFUND**

*[See Section 4(B)(3) of Notice to determine whether you should submit this form.]*

**RE: LUCY BRADY, et al., v. LEARNING CURVE INT’L, INC., et al.,  
CASE NO: 06 CH 3056 (Circuit Court of Cook County, Illinois)**

**IMPORTANT: THIS CLAIM FORM MUST BE POSTMARKED AND MAILED TO THE CLAIMS ADMINISTRATOR ON OR BEFORE SEPTEMBER 28, 2007. SEND THIS CLAIM FORM TO THE FOLLOWING ADDRESS:**

First Class, Inc.  
5410 W Roosevelt Rd Unit 222  
Chicago, IL 60644-1478  
Attn: Learning Curve Settlement

**Please print the following information. You must provide all information requested and sign the Claim Form or the claim will be rejected.**

---

**I. CLAIMANT INFORMATION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE OF BIRTH (mm/dd/yy): \_\_\_\_\_ DAY TIME PHONE (include area code): \_\_\_\_\_

**II. BY SUBMITTING THIS CLAIM FORM YOU MAKE REPRESENTATIONS UNDER PENALTY OF PERJURY**

By submitting this claim you make the following representations under penalty of perjury. If any of the following representations are not true, then you may not make a claim under this Option.

That you purchased a Learning Curve Product with a lifetime guarantee and that subsequent to your purchase the product developed a defect which was not the result of intentional misuse or abuse of the product, that you either (a) contacted Defendants to make a claim under the lifetime guarantee and Defendants wrongfully rejected your claim, or (b) you were either (i) advised by Defendants or (ii) misled in some other manner as a result of an act or omission of Defendants or (iii) otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or by their acts or omissions that either you did not have a valid Guarantee Claim or Defendants were no longer honoring the lifetime guarantee on their products, and as a result you did not pursue your Guarantee Claim and you did not repair or replace the defective Learning Curve Product and instead you threw it away or otherwise disposed of it.

**III. CLAIM QUESTIONS**

1. Approximate Date of Purchase of “defective” product (mm/dd/yy): \_\_\_\_\_

2. “Defective” Learning Curve Product number or description (state the product number, if you know it, or provide a sufficient description of the product, e.g. Thomas & Friends Wooden Railway System “Percy Engine,” Lamaze “Giggle Bug,” etc.):



**OPTION 4 CLAIM FORM  
DELAYED GUARANTEE CLAIM**

*[See Section 4(B)(4) of Notice to determine whether you should submit this form.]*

**RE: LUCY BRADY, et al., v. LEARNING CURVE INT’L, INC., et al.,  
CASE NO: 06 CH 3056 (Circuit Court of Cook County, Illinois)**

IMPORTANT: THIS CLAIM FORM MUST BE POSTMARKED AND MAILED TO LEARNING CURVE BRANDS, INC. ON OR BEFORE SEPTEMBER 28, 2007. SEND THIS FORM AND THE “DEFECTIVE” PRODUCT TO THE FOLOWING ADDRESS:

**Learning Curve Brands, Inc.  
2021 9th Street S. E.  
Dyersville, IA 52040-2316  
Attn: Learning Curve Settlement**

**NOTE: The “defective” product will not be returned to you.**

**Please print the following information. You must provide all information requested and sign the Claim Form or the claim will be rejected.**

---

**I. CLAIMANT INFORMATION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE OF BIRTH (mm/dd/yy): \_\_\_\_\_ DAY TIME PHONE (include area code): \_\_\_\_\_

**II. BY SUBMITTING THIS CLAIM FORM YOU MAKE REPRESENTATIONS UNDER PENALTY OF PERJURY**

By submitting this claim you make the following representations under penalty of perjury. If any of the following representations are not true, then you may not make a claim under this Option.

That you purchased a Learning Curve Product with a lifetime guarantee and that subsequent to your purchase the product developed a defect which was not the result of intentional misuse or abuse of the product, that you either (a) contacted Defendants to make a claim under the lifetime guarantee and Defendants wrongfully rejected your claim, or (b) you were either (i) advised by Defendants or (ii) misled in some other manner as a result of an act or omission of Defendants or (iii) otherwise led to believe by Defendants or by a third party where such third party had been previously informed by Defendants or by their acts or omissions that either you did not have a valid Guarantee Claim or Defendants were no longer honoring the lifetime guarantee on their products, and as a result you did not pursue your Guarantee Claim.

**YOU MUST SEND THE DEFECTIVE LEARNING CURVE PRODUCT WITH THIS CLAIM FORM  
TO THE ADDRESS ABOVE**

**III. CLAIM QUESTIONS**

1. Approximate Date of Purchase of “defective” product (mm/dd/yy): \_\_\_\_\_

2. Describe the “defect” in the product (e.g. wheel came off, peeling paint, etc.): \_\_\_\_\_

---

**I affirm under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, that the statements made in this Claim Form are true and correct. Pursuant to Section 1-109 of the Illinois Code of Civil Procedure, any person who makes a false statement material to the issue or point in question in this Claim Form which he or she does not believe to be true shall be guilty of a Class 3 felony. I also acknowledge that by participating in this settlement I am providing a release to Defendants (Learning Curve and its parent and affiliated companies).**

\_\_\_\_\_  
(YOUR SIGNATURE) YOU MUST SIGN

Date: \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME and TITLE - if a company)

**Upon final approval of the settlement and approval of your claim, you will be sent a replacement product and a discount coupon for the purchase of a Learning Curve Product. In the event the “defective” Learning Curve Product is no longer made, Defendants will send you a comparable replacement product. This may take up to 90 days after the final approval hearing.**