

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

BYRON BARRETT, individually, and on behalf)
of all others similarly situated)
Plaintiffs,)
v.) No. 07 CH 20924
RC2 CORPORATION,) Judge William O. Maki
Defendant.)

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All persons who purchased or otherwise acquired, other than for resale, any recalled Learning Curve Thomas & Friends Wooden Railway product in the United States (the "Settlement Class").

You may be eligible to participate in this class action suit and receive a refund, toys or coupons, if You:

- purchased or possessed, other than for resale, any Learning Curve Thomas & Friends Wooden Railway Product(s) that was recalled on June 13, 2007 or September 27, 2007; and
- can demonstrate your purchase or possession or can certify the toys' destruction.

You may also be eligible to receive reimbursement for a portion of the costs of a blood test for your minor children, if You:

- have a valid claim for a recalled toy;
- had a blood lead test conducted on your minor child due to alleged lead exposure from the toys during certain time periods; and
- can provide certain documentation regarding the test.

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 SETTLEMENT IS ABOUT

Plaintiffs filed this action in the Circuit Court of Cook County, Illinois on behalf of a proposed class, alleging that Defendant manufactured and distributed certain Thomas & Friends Wooden Railway toys which contained excessive levels of lead or heavy metals and which were recalled in June and September of 2007. The complaint alleges claims for breach of warranties, product liability or negligence, unjust enrichment and violation of state consumer protection statutes and seeks monetary and injunctive relief. To resolve this matter without the expense and uncertainties of litigation, the Parties have reached a proposed

settlement. The settlement includes injunctive relief, monetary relief under specific limited circumstances and a cy pres donation. This settlement is not an admission of wrongdoing by any party.

Judge William O. Maki 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 **August 6, 2008 at 11:00 a.m.** in Room 2302 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 Thomas & Friends Wooden Railway toys which were recalled in June and September of 2007 and which are listed in Exhibit 1 to the Settlement Agreement are the subject of this settlement (the "Settlement Toy Product(s)"). You can determine if you have one of the recalled toys by going to the settlement website which can be found online at: www.learningcurvesettlement.com.

By settling this lawsuit, Defendant is not admitting that it is liable to the Settlement Class.

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 TO THE CLAIMS ADMINISTRATOR BY OCTOBER 6, 2008.** If you do not wish to be part of the settlement, you must opt-out (See Section 10 (A) below).

2. RELIEF PROVIDED TO CLASS MEMBERS UNDER THE SETTLEMENT

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

Defendant agrees to the entry of an injunction requiring it to develop a Quality Assurance Plan ("QAP") for the production of its painted Thomas & Friends Wooden Railway products sold by it which shall include specified procedures and checks to ensure product safety.

B. Relief for Settlement Class Members Filing Claims –

(1) Relief Provided for Settlement Toy Products

In addition to the above described injunctive relief, which will be provided to all Settlement Class members, all Settlement Class members are entitled to individual relief with respect to the

Settlement Toy Products in the form of a replacement toy for the Settlement Toy Product and a single bonus toy for each claim or alternatively a cash refund for the Settlement Toy Product. You may choose the relief which is available to you from one of the four options set forth below. In order to obtain this relief you must submit a claim form by **October 6, 2008** and follow the instructions contained herein. You may select one option for each item. In addition as described below, you may be entitled to reimbursement for blood testing on your minor children which was conducted due to their exposure to the Settlement Toy Products.

OPTION 1

Replacement Toy(s) and Bonus Toy

If you purchased or own a Settlement Toy Product and have not returned the toy in the recall already, you are entitled to receive a replacement for the Settlement Toy Product and a single bonus toy. To receive this relief you must return the Settlement Toy Product and the Option 1 Claim Form to the Claims Administrator using the prepaid shipping label. The Claims Administrator will ship a replacement toy(s) to you along with a single bonus toy (only one per claimant), if you follow the instructions contained herein. **Your claim form and recalled toy must be received by the Claims Administrator by October 6, 2008 or your claim will be rejected.** Follow the steps below to make a claim under this Option.

Step 1 – Verify Toy is a Settlement Toy Product

You should check the settlement website at www.learningcurvesettlement.com to ensure the toy is a Settlement Toy Product subject to this settlement.

Step 2 – Obtain Prepaid Shipping Label

In order for Defendant to pay for the cost of shipping your recalled item to the Claims Administrator, you must obtain a prepaid shipping label from Defendant. Defendant will not pay for shipping unless you use the prepaid shipping label. To obtain a pre-paid shipping label you may mail a request to the Claims Administrator for a shipping label or you can download a label by using the link

on the settlement website at:
www.learningcurvesettlement.com

Step 3 – Complete & Sign Option 1 Claim Form

You must complete an Option 1 Claim Form which is available at the end of this notice or which may be downloaded from the settlement website (see address above). You must complete all information requested and sign the claim form. Claim forms which are incomplete or are not signed will be rejected. If you are eligible to make a claim for reimbursement for blood testing and wish to do so, you must also complete and submit a Blood Test Reimbursement Claim Form with your Option 1 claim form.

Step 4 – Send Settlement Toy Product(s) and Option 1 Claim Form to Claims Administrator

Send the Settlement Toy Product(s) and completed and signed Option 1 Claim Form to the Claims Administrator using the prepaid shipping label or at your own expense.

Within 90 days of final approval by the Court of the Settlement, the Claims Administrator will ship the replacement toy(s) and bonus item to you.

OPTION 2

Cash Refund – Return of Item(s)

You may return the Settlement Toy Product(s) to the Claims Administrator for a cash refund. Further if you have already sent the Settlement Toy Product(s) to RC2 Corporation in the recall process and have received a replacement toy(s), you have the option of returning the replacement toy(s) sent to you in the recall process for a cash refund. If you submit proof of purchase evidence with your claim form you will receive a cash refund in the amount of your actual purchase price for the recalled toy(s). If you do not have proof of purchase evidence, then you will receive an agreed upon amount for each toy returned which is the suggested retail price. To receive this relief you must return the recalled or replacement toy(s) and the Option 2 Claim Form to the Claims Administrator using the prepaid shipping label. The Claims Administrator will issue a check to you. **Your claim form and recalled or**

replacement toy(s) must be received by the Claims Administrator by October 6, 2008 or your claim will be rejected. Follow the steps below to make a claim under this Option.

Step 1 – Verify Toy is a Recalled Item

You should check the settlement website at www.learningcurvesettlement.com to ensure the toy is a recalled item subject to this settlement. If you are returning a replacement toy received from RC2 in the recall process you can skip this step.

Step 2 – Obtain Prepaid Shipping Label

In order for Defendant to pay for the cost of shipping your recalled or replacement toy to the Claims Administrator, you must obtain a prepaid shipping label from Defendant. Defendant will not pay for shipping unless you use the prepaid shipping label. To obtain a pre-paid shipping label you may mail a request for a label to the Claims Administrator or you can download a label by using the link on the settlement website at: www.learningcurvesettlement.com:

Step 3 – Complete & Sign Option 2 Claim Form

You must complete an Option 2 Claim Form which is available at the end of this notice or which may be downloaded from the settlement website (see address above). You must complete all information requested and sign the claim form. If you are eligible to make a claim for reimbursement for blood testing and wish to do so, you must also complete and submit a Blood Test Reimbursement Claim Form with your Option 2 claim form.

Step 4 – Send Recalled or Replacement Toy(s), Option 2 Claim Form and Any Proof of Purchase Evidence to Claims Administrator

Send the Settlement Toy Product(s) or the replacement toy(s) you received from RC2 in the recall process, the completed and signed Option 2 Claim Form and any proof of purchase evidence you have showing the amount paid for the toy(s) to the Claims Administrator using the prepaid shipping label or at your own expense. Note that you must return the recalled toy or replacement toy with the claim form to receive this relief.

OPTION 3
Refund for Disposed Items With
Proof of Purchase Evidence or
Recalled Item Purchased on Learning
Curve On-Line Store

If you destroyed or disposed of the Settlement Toy Product(s) and you have proof of purchase evidence or if you purchased the recalled item on the Learning Curve On-Line Store, you may receive a cash refund for each recalled toy (**up to a maximum of 2 except for items purchased on Learning Curve On-Line Store**) which you disposed of or destroyed. You are not entitled to relief under this option if you simply transferred ownership or gave the recalled item to someone else. To receive this relief you must return the Option 3 Claim Form and proof of purchase evidence to the Claims Administrator. **Your claim form must be received by the Claims Administrator by October 6, 2008 or your claim will be rejected.** Follow the steps below to make a claim under this Option.

Step 1 – Verify Toy is a Recalled Item

You should check the settlement website at www.learningcurvesettlement.com to ensure the toy you are claiming is a recalled item subject to this settlement.

Step 2 – Complete & Sign Option 3 Claim Form

You must complete an Option 3 Claim Form which is available at the end of this notice or which may be downloaded from the settlement website (see address above). You must complete all information requested and sign the claim form. Claim forms which are incomplete or are not signed will be rejected.

Step 3 – You Must Enclose Proof of Purchase Evidence for the Items Claimed Unless You Made the Purchase on the Learning Curve On-Line Store

In order to obtain this relief you must provide proof of purchase evidence showing you purchased the Settlement Toy Product you destroyed or disposed of, unless you purchased the item on the

Learning Curve On-Line Store. You must provide a receipt showing the date of purchase and the UPC, Learning Curve Product Number or product description sufficient to identify the item as a recalled product. If you do not provide this evidence your claim will be rejected. If you purchased the recalled item on the Learning Curve On-Line Store, you need not submit proof of purchase documentation but must provide information to verify the purchase on the On-Line Store.

Step 4 –Mail Option 3 Claim Form to Claims Administrator

Mail the completed and signed Option 3 Claim Form and the proof of purchase evidence by mail at your own expense to the Claims Administrator at the address listed on the claim form. If you are eligible to make a claim for reimbursement for blood testing and wish to do so, you must also complete and submit a Blood Test Reimbursement Claim Form with your Option 3 claim form.

OPTION 4
Coupon for Disposed Items Without
Proof of Purchase Evidence

If you destroyed or disposed of the recalled toy(s) and you do not have proof of purchase evidence, you may receive a coupon for \$15.00 for the purchase of a Thomas & Friends Wooden Railway toy from Learning Curve's online store, for each recalled toy (**up to a maximum of 2**) which you disposed of or destroyed. You are not entitled to relief under this option if you simply transferred ownership or gave the recalled item to someone else. There are limits on the value of coupons which may reduce the amount below \$15.00 depending on the number of claims. To receive this relief you must return the Option 4 Claim Form to the Claims Administrator. The Claims Administrator will issue a coupon(s) to you. **Your claim form must be received by the Claims Administrator by October 6, 2008 or your claim will be rejected.** Follow the steps below to make a claim under this Option.

Step 1 – Verify Toy is a Recalled Item

You should check the settlement website at www.learningcurvesettlement.com to ensure the toy you are claiming is a recalled item subject to this settlement.

Step 2 – Complete & Sign Option 4 Claim Form

You must complete an Option 4 Claim Form which is available at the end of this notice or which may be downloaded from the settlement website (see address above). You must complete all information requested and sign the claim form. Claim forms which are incomplete or are not signed will be rejected.

Step 3 –Mail Option 4 Claim Form to Claims Administrator

Mail the completed and signed Option 4 Claim Form to the Claims Administrator at your own expense. If you provide an e-mail address, your coupon(s) may be e-mailed to you.

(2) Limited Blood Testing Reimbursement

In addition to the relief provided relating to the Settlement Toy Products, you may also be entitled to reimbursement for blood testing for lead levels done on your minor children as a result of their exposure to the Settlement Toy Products subject to the limitations set forth below and if the testing was done during specific time periods. If you are eligible to obtain reimbursement for blood testing you must complete, sign and return a Blood Test Reimbursement Claim Form which is contained at the end of this Notice, to the Claims Administrator on or before **October 6, 2008**. The following limitations and conditions apply to claims for reimbursement for blood testing.

- a) The blood test must have been conducted on your minor child living with you permanently for lead levels and was done as a result of your minor child's exposure to the Settlement Toy Product(s);
- b) Only certain Class Members as described in this paragraph are eligible to receive reimbursement. If you own one or more of the Settlement Toy

Products recalled by RC2 on June 14, 2007 ("Recall 1 Toy"), then to be eligible for reimbursement for this test, the blood test must have been conducted during the period June 14, 2007 through August 1, 2007 to be eligible for reimbursement. You may check the settlement website, www.learningcurvesettlement.com for information as to whether the Settlement Toy Product you owned is a Recall 1 Toy;

c) If you owned one or more of the Settlement Toy Products recalled by RC2 on Sept. 26, 2007 ("Recall 2 Toy"), then to be eligible for reimbursement for this test, the blood test must have been conducted during the period Sept. 26, 2007 through Nov. 12, 2007. Check the settlement website, www.learningcurvesettlement.com for information as to whether the Settlement Toy Product you owned is a Recall 2 Toy;

d) You are entitled to reimbursement only for actual out-of-pocket costs for a single eligible blood test conducted on your minor child, up to a maximum of \$75 per test. You must provide sufficient proof of actual out-of-pocket costs and a copy of the blood test result with your claim;

e) You must provide proof of ownership of a Recall 1 Toy or a Recall 2 Toy by: i) returning the toy to RC2 with your claim; ii) providing sufficient evidence of proof of purchase of a Recall 1 Toy or Recall 2 Toy; or iii) the records of RC2 reflect you returned a Recall 1 Toy or Recall 2 Toy in the recalls; and

f) There will be a cap on reimbursements for blood tests of \$500,000 and in the event the total claims for reimbursement exceed this amount, claimants shall receive reimbursement on a pro rata basis.

In order to make a claim for reimbursement for blood testing you must have: 1) returned a recalled toy to RC2 in the recall or 2) submitted a valid Option 1, Option 2 or Option 3 claim form. The Blood Test Reimbursement Claim Form is contained at the end of this notice.

By preliminarily approving the settlement, the Court does not suggest that blood lead testing was either necessary or adequate medical care for your children. Please consult your

physician should you feel other medical care may be necessary for your children.

C. Charitable Donation.

In addition to the injunctive relief and individual relief provided to the Settlement Class, Defendant will also be making a donation of \$100,000 to an appropriate not-for-profit organization to be approved by the Court.

3. ATTORNEY'S FEES AWARD Plaintiff's counsel will request approval of the Court for attorney's fees and costs of up to \$2,950,000.00. Defendant will not oppose or cause to be opposed an application by Plaintiff's counsel for attorney's fees up to that amount. Plaintiff's counsel will not request additional fees and costs from Defendants or the class.

4. AWARD TO CLASS REPS

Subject to Court approval, the original Class Representatives in this case and the coordinated state actions, will receive an incentive award of up to \$5,000 for their service as Class Representatives. Certain other class representatives in actions originally filed in federal court will receive an incentive award of up to \$1,000 each.

5. COSTS Costs associated with the notice and administration of this settlement will be paid by Defendant.

6. 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 Defendant, Hit Entertainment, Limited, Thomas Licensing, LLC, Gullane (Thomas) Limited and Apex Partners, and all of their affiliated companies and their predecessors and successors (the "Released Parties"), a "release" for certain claims arising from or relating to the recalled toys 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 the Released Parties about the claims or issues in this Lawsuit ever again. The release provided to

the Released Parties, does not include individual claims for personal injury.

7. CLASS COUNSEL'S OPINION OF THE VALUE OF THE SETTLEMENT

As part of this litigation Court approved and appointed Class Counsel have conducted investigation and discovery into the claims of the Settlement Class members and the defenses that might be asserted thereto. The investigation has included analysis of Defendant's documents and records, and consultation with expert consultants as well as analysis of relevant legal issues. Class counsel initiated and completed a lengthy mediation process before a neutral mediator who expressed his views about the case and the settlement. Based on this investigation, Class Counsel believes that the settlement is fair, reasonable and adequate and in the best interests of the Settlement Class. Class Counsel and Plaintiff also recognize the expense and length of continued proceedings necessary to continue to prosecute this case through verdict, judgment and appeals and have taken into account the uncertainty and the risk of the outcome of continued litigation, especially in complex actions such as these as well as the difficulties and delays inherent in such actions.

8. 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 **August 6, 2008 at 11:00 a.m.** before Judge William O. Maki in Room 2302 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 Settlement Class will recover more than is provided in the settlement, or indeed, anything.

9. WHO REPRESENTS YOU The Court has approved the following law firms to represent the Settlement Class. They are called "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.

Lead Class Counsel:

| | |
|---------------------|-------------------------|
| Jay Edelson | William M. Audet |
| KamberEdelson LLC | Audet & Partners, LLP |
| 53 W. Jackson Blvd. | 221 Main St., Ste. 1460 |
| Suite 550 | San Francisco, CA |
| Chicago, IL 60604 | 94105 |
| Tel: 866-541-0323 | |

Liaison Counsel:

Gino L. DiVito
Tabet DiVito & Rothstein LLC
209 S. LaSalle St., 7th Fl.
Chicago, IL 60604

You also have the right to retain counsel at your own expense to advise you as to your rights under the settlement.

10. 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. If you wish to receive the individual relief available under this settlement you must submit a claim form as described above.

B. Exclude Yourself From the Settlement Class.

You have the right to exclude yourself from the class action 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 Defendant under the settlement. The request for exclusion must be filed with the Clerk of the Court on or before July 21, 2008, 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 July 21, 2008.

Class Counsel:

Jay Edelson
KamberEdelson LLC
53 W. Jackson Blvd.
Suite 550
Chicago, IL 60604

Defendant's Counsel:

Bart T. Murphy
Ice Miller, LLP
2300 Cabot Drive,
Suite 455
Lisle, IL 60531

C. You May Object to the Settlement.

If you object to the settlement, and wish to submit an objection, 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 July 21, 2008 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 Class and Defendants listed above, and such mailing must be postmarked by July 21, 2008.

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 must also submit proof of class membership. You may also appear at the fairness hearing before Judge William O. Maki on **August 6, 2008 at 11:00 a.m.** in Room 2302 of the Richard J. Daley Center, 50 W. Washington, Chicago, Illinois 60602. and request to be heard by the Court as to your objection. If you wish to be heard by the Court at the Fairness Hearing you must so indicate in your objection filed with the Court. **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.

**11. 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. Certain documents are also available on the settlement website: www.learningcurvesettlement.com.

12. INQUIRIES

Any questions you or your attorney may have concerning this notice should be directed to Class

Counsel 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. **You may also contact Class Counsel at 866-541-0323.** Information is also available on the settlement website: www.learningcurvesettlement.com.

Please do not contact the Court Clerk or the Defendant's attorneys as they are not in a position to give you any advice about this settlement.

By Order of the Court Dated May 5, 2008

HONORABLE JUDGE WILLIAM O. MAKI
CIRCUIT COURT OF COOK COUNTY,
ILLINOIS, CHANCERY DIVISION

| | | | |
|--|----------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------|
| | Brown & Yellow Old Slow Coach | | Red Lights & Sounds James Engine and Red James #5 Lights and Sounds Coal Tender (Note 2 pieces sold together at retail) |
| | Red Musical Caboose | | Red Sodor Mail Car |
| | Red Sodor Line Caboose | | James Engine with Team Colors and James #5 Coal Tender with Team Colors (Note 2 pieces.) |
| | Red Hook & Ladder Truck | | Red Water Tanker |
| | Sodor Smelting Yard | | Ice Cream Factory |
| | Deluxe Fire Station (Building) | | Red Fire Brigade Train |
| | Red Fire Brigade Truck | | Red Stop Sign` |
| | Red Baggage Car | | Yellow & Green Box Car |
| | Yellow RR Crossing Sign | | Toad Vehicle with Brake Lever |
| | Green Maple Tree Top | | Green Signal Base |
| | Black Cargo Car (Sold in Brendam Fishing Dock Set only) | | Olive Green Sodor Cargo Box (Sold only in Deluxe Cranky Set) |

III. SEND CLAIM FORM AND RECALLED ITEMS TO CLAIMS ADMINISTRATOR

Use pre-paid shipping label supplied and send this completed claim form and the recalled items to the Claims Administrator at the address above.

I affirm under penalty of perjury that the statements made in this Claim Form are true and correct. I also acknowledge that by participating in this settlement I am providing a release to Defendant and its affiliated companies.

SIGNATURE (YOU MUST SIGN)

Date: _____

(PRINT NAME and TITLE - if a company)

| | | | |
|--|----------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------|
| | Red Skarloey Engine | | Red Holiday Caboose |
| | Red Coal Car Labeled "2006 Day Out With Thomas" | | Red James Engine and Red James #5 Coal Tender (Note: 2 pieces sold together at retail) |
| | Brown & Yellow Old Slow Coach | | Red Lights & Sounds James Engine and Red James #5 Lights and Sounds Coal Tender (Note 2 pieces sold together at retail) |
| | Red Musical Caboose | | Red Sodor Mail Car |
| | Red Sodor Line Caboose | | James Engine with Team Colors and James #5 Coal Tender with Team Colors (Note 2 pieces.) |
| | Red Hook & Ladder Truck | | Red Water Tanker |
| | Sodor Smelting Yard | | Ice Cream Factory |
| | Deluxe Fire Station (Building) | | Red Fire Brigade Train |
| | Red Fire Brigade Truck | | Red Stop Sign` |
| | Red Baggage Car | | Yellow & Green Box Car |
| | Yellow RR Crossing Sign | | Toad Vehicle with Brake Lever |
| | Green Maple Tree Top | | Green Signal Base |
| | Black Cargo Car (Sold in Brendam Fishing Dock Set only) | | Olive Green Sodor Cargo Box (Sold only in Deluxe Cranky Set) |

IV. PROOF OF PURCHASE SHOWING PRICE

If you have proof of purchase (a receipt) showing the price you paid for the recalled item, enclose it and you will receive a refund based on this price. If you do not have proof of purchase evidence showing the price paid you will receive a refund based upon suggested retail price.

V. SEND CLAIM FORM, RECALLED OR REPLACEMENT ITEM(S) & PROOF OF PURCHASE EVIDENCE TO CLAIMS ADMINISTRATOR

Use pre-paid shipping label supplied and send this completed claim form, the recalled item(s) and any proof of purchase evidence to the Claims Administrator at the address above.

I affirm under penalty of perjury that the statements made in this Claim Form are true and correct. I also acknowledge that by participating in this settlement I am providing a release to Defendant and its affiliated companies.

SIGNATURE (YOU MUST SIGN)

Date: _____

(PRINT NAME and TITLE - if a company)

| | | | |
|--|----------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------|
| | Red Musical Caboose | | Red Sodor Mail Car |
| | Red Sodor Line Caboose | | James Engine with Team Colors and James #5 Coal Tender with Team Colors (Note 2 pieces.) |
| | Red Hook & Ladder Truck | | Red Water Tanker |
| | Sodor Smelting Yard | | Ice Cream Factory |
| | Deluxe Fire Station (Building) | | Red Fire Brigade Train |
| | Red Fire Brigade Truck | | Red Stop Sign` |
| | Red Baggage Car | | Yellow & Green Box Car |
| | Yellow RR Crossing Sign | | Toad Vehicle with Brake Lever |
| | Green Maple Tree Top | | Green Signal Base |
| | Black Cargo Car (Sold in Brendam Fishing Dock Set only) | | Olive Green Sodor Cargo Box (Sold only in Deluxe Cranky Set) |

III. PROOF OF PURCHASE EVIDENCE (YOU MUST SUBMIT)

In order to obtain this relief you must enclose proof of purchase evidence with this claim form showing you purchased or owned the recalled item you destroyed or disposed of. You must provide a receipt showing the date of purchase and the UPC Code, Learning Curve Product Number or Product Description sufficient to identify the item as a recalled product. **If you do not provide this evidence your claim will be rejected.**

If you purchased the recalled item on the Learning Curve On-Line Store you need not submit proof of purchase evidence but you must state the date you purchased the recalled item on the On-Line Store:

| | | | | | | | | |
|------------------------------------|--|--|---|--|--|---|--|--|
| Date of Purchase (MM/DD/YY) | | | / | | | / | | |
|------------------------------------|--|--|---|--|--|---|--|--|

IV. MAIL CLAIM FORM TO CLAIMS ADMINISTRATOR

Mail this completed form and proof of purchase evidence to the Claims Administrator at the address above

I affirm under penalty of perjury that the statements made in this Claim Form that I disposed of or destroyed the above indicated recalled toys, are true and correct. I also acknowledge that by participating in this settlement I am providing a release to Defendant and its affiliated companies.

SIGNATURE (YOU MUST SIGN)

Date: _____

(PRINT NAME and TITLE - if a company)

| | | | |
|--|----------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------|
| | Brown & Yellow Old Slow Coach | | Red Lights & Sounds James Engine and Red James #5 Lights and Sounds Coal Tender (Note 2 pieces sold together at retail) |
| | Red Musical Caboose | | Red Sodor Mail Car |
| | Red Sodor Line Caboose | | James Engine with Team Colors and James #5 Coal Tender with Team Colors (Note 2 pieces.) |
| | Red Hook & Ladder Truck | | Red Water Tanker |
| | Sodor Smelting Yard | | Ice Cream Factory |
| | Deluxe Fire Station (Building) | | Red Fire Brigade Train |
| | Red Fire Brigade Truck | | Red Stop Sign |
| | Red Baggage Car | | Yellow & Green Box Car |
| | Yellow RR Crossing Sign | | Toad Vehicle with Brake Lever |
| | Green Maple Tree Top | | Green Signal Base |
| | Black Cargo Car (Sold in Brendam Fishing Dock Set only) | | Olive Green Sodor Cargo Box (Sold only in Deluxe Cranky Set) |

III. MAIL CLAIM FORM TO CLAIMS ADMINISTRATOR

Mail this completed claim form to the Claims Administrator at the address above

I affirm under penalty of perjury that the statements made in this Claim Form that I disposed of or destroyed the above indicated recalled toys and did not transfer ownership or give the toy(s) to someone else, are true and correct. I also acknowledge that by participating in this settlement I am providing a release to Defendant and its affiliated companies.

SIGNATURE (YOU MUST SIGN)

Date: _____

(PRINT NAME and TITLE - if a company)

