CLAIMANT
INFORMATION GUIDE

DOW CORNING FOREIGN BREAST IMPLANT CLAIMANTS
(CLASS 6.1)

CLAIMANT INFORMATION GUIDE
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(CLASS 6.1)

A note about the use of capitalized terms in this Claimant Information Guide:

When you see capitalized terms that are not otherwise defined, they have the meaning assigned to them in the following documents in the following order:

1. **Amended Joint Plan**
2. **Amended Disclosure Statement**
3. **Dow Corning Settlement Program and Claims Resolution Procedures**
4. **Funding Payment Agreement**
5. **Litigation Facility, Inc. Agreement (this document and the preceding ones in this list are collectively referred to as the "Plan Documents")**
6. **Bankruptcy Code**

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This “Claimant Information Guide” was produced by the office of the Settlement Facility-Dow Corning Trust. The information contained in this Claimant Information Guide is intended to summarize the information contained in the Plan Documents. Any conflicts between the information in this Claimant Information Guide shall be controlled by the provisions in the Plan Documents in the order reflected on the cover sheet.

The Settlement Facility reserves the right to make changes to the Claimant Information Guide without notice.

Date of publication: December 2002

CLAIMANT INFORMATION GUIDE
DOW CORNING BREAST IMPLANT CLAIMANTS (CLASS 6.1)

This "Claimant Information Guide" provides the most current information about the Settlement Options and criteria for receiving payment for Dow Corning breast implant claimants (Class 6.1). Please use only these materials when you complete your Claim Forms.

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SECTION 1 – GENERAL INFORMATION ABOUT THIS CLAIMS PACKAGE/CLASSIFICATION OF CLAIMS

Q1-1. What documents are in the Claims Package?

The Claims Package for Class 6.1 Dow Corning breast implant claimants includes the following eight (8) documents. If you are missing any of these, call the Settlement Facility Toll Free at 1-866-874-6099.

1. Settlement Facility Newsletter, Vol. 2
2. "Participation Form" and instructions (white edge)
3. "Proof of Manufacturer Form" and instructions (blue edge)
4. "$3,000 (U.S.) Explant Payment Claim Form" and instructions (yellow edge)
5. "$15,000 (U.S.) Rupture Payment Claim Form" and instructions (green edge)
6. "Expedited Release or Disease Payment Claim Form" and instructions (red edge)
7. This Claimant Information Guide
8. The Disease Claimant Information Guide.

The Claim Forms in this package (items 3.-6. above) are the forms you use to apply for settlement payments.

Q1-2. I completed claim forms in the original global settlement and/or the Revised Settlement Program ("RSP"). Do I need to fill out another Claim Form now?

Yes. You must fill out the Claim Forms in this Claims Package. However, if you have already sent medical records to the MDL Claims Office, then you do not have to re-send the same medical records. The Settlement Facility will have access to all records you submitted to the MDL Claims Office.

Q1-3. My friend didn't receive a Claims Package. Can I copy mine and give it to her?

No. **Do not copy your Claim Forms for someone else to use**. Tell her to call the Settlement Facility Toll Free at 1-866-874-6099.

Q1-4. My friend received a Claims Package, but it has different Claim Forms and documents than are in my Claims Package. Are there different Claims Packages?

Yes, there are seven (7) different Claims Packages for seven (7) different types of claimants. The different types of claimants are defined in Q1-5.

Q1-5. What are the seven (7) different types of claimants?

Claims are classified based on your 1) citizenship or country of residence, 2) the location where you received your implant, and 3) the type of implant listed on your Proof of Claim form (i.e., breast, hip, TMJ, etc.).

The different types or Classes of claimants are:

Class 5 **(Domestic Dow Corning Breast Implant Claimants)** - if you were implanted with a Dow Corning breast implant and either you are a U.S. citizen or resident alien, or your Dow Corning implant was implanted in the U.S., then you are a member of Class 5.

Class 6 **(Foreign Dow Corning Breast Implant Claimants)** - if you were implanted with a Dow Corning breast implant, it was implanted outside of the U.S., and you are not a citizen of the U.S. or a resident alien within the U.S., Puerto Rico, or the territories and possessions of the U.S., then you are a member of Class 6. There are six (6) subclasses in Class 6:

Class 6.1 - you reside in one (1) of the countries listed in Category 1 or 2 on the chart located at Tab 2.

Class 6.2 - you reside in one (1) of the countries listed in Category 3 or 4 on the chart located at Tab 2.

Class 6A - you are a member of the Class of plaintiffs in a class action filed in the province of Quebec.

Class 6B - you are a member of the Class of plaintiffs in a class action filed in the province of Ontario.

Class 6C - you are a member of the Class of plaintiffs in a class action filed in the province of British Columbia. The Class includes resident claimants in British Columbia who did not opt out of the class action as well as those claimants who are residents of any province of Canada other than British Columbia, Quebec and Ontario who timely elected to be bound by the British Columbia class action.

Class 6D - you are a resident of Australia or received your implants in Australia, and you timely elected to participate in the Australia Breast Implant Settlement Option on your ballot on the Amended Joint Plan in 1999.

Classes 6A-6D are governed by specific definitions contained in the class action settlements and judgments relating to these Classes. Membership in these Classes is based on residence at specific periods of time. If you are a member of one (1) of these Classes, you will receive a separate notice.

Class 7 **(Silicone Material Claimants/Foreign Gel Claimants)** - if you were implanted with a silicone gel breast implant after January 1, 1976 and before January 1, 1992 from either Baxter, Bioplasty, Bristol, Cox-Uphoff, Mentor, Koken, Silimed, Societe Prometel, or Medasil Surgical, and you have never had a Dow Corning implant, then you are a member of Class 7 regardless of your country of residence or citizenship.

Class 9 **(Domestic Dow Corning Other Products Claimants)** - if you were implanted with an eligible Dow Corning implant (other than a breast implant) listed in Tab 1, Part II, and are a U.S. citizen or resident alien, or if your eligible Dow Corning implant was implanted in the U.S., then you are a member of Class 9.

Class 10 **(Foreign Dow Corning Other Products Claimants)** - if you were implanted with an eligible Dow Corning implant (other than a breast implant) listed in Tab 1, Part II, and it was implanted outside of the U.S., and you are not a citizen of the U.S. or a resident alien within the U.S., Puerto Rico, or the territories and possessions of the U.S., then you are a member of Class 10. There are two (2) subclasses in Class 10:

Class 10.1 - you reside in one (1) of the countries listed in Category 1 or 2 on the chart located at Tab 2.

Class 10.2 - you reside in one (1) of the countries listed in Category 3 or 4 on the chart located at Tab 2.

Q1-6. What is my initial classification?

Based on the information you provided on your Proof of Claim form, you have initially been placed in Class 6.1 for Foreign Dow Corning Breast Implant Claimants.

Q1-7. Where can I find a list of the eligible implants for each of these Classes?

Tab 1, Part I to this Claimant Information Guide lists the eligible Dow Corning breast implants for Classes 5, 6.1 and 6.2.

Tab 1, Part II lists the eligible Dow Corning implants for Classes 9, 10.1 and 10.2.

Tab 1, Part III lists the eligible silicone gel breast implants for Class 7.

Q1-8. Where can I find a list of the categories of countries for Classes 6.1, 6.2, 10.1 and 10.2?

Tab 2 to this Claimant Information Guide lists the categories of countries for each of these Classes.

Q1-9. I have a Dow Corning breast implant (Class 6.1) and a Dow Corning TMJ implant (Class 10.1). Can I belong to both of these Classes? What Claim Forms should I complete?

In this example, you can apply for benefits from both Class 6.1 (Foreign Dow Corning Breast Implant Claimants) and Class 10.1 (Foreign Dow Corning Other Products Claimants). You may complete Claim Forms for each Class.

Q1-10. I have a Dow Corning breast implant (Class 6.1) and a Bristol silicone gel breast implant implanted in 1985 (Class 7). Can I recover benefits from both Classes 6.1 and 7?

No. You are only eligible for benefits from Class 6.1. You are not eligible for payment from Class 7. If you are in Class 6.1, you cannot also be in Class 7.

Q1-11. What if I don't belong in Class 6.1 because none of my breast implants were made by Dow Corning? Should I fill out these Claim Forms anyway?

No. If you do not have a Dow Corning breast implant, then you are not eligible for settlement benefits in Class 6.1. Complete and return the Participation Form, but do not fill out the other Claim Forms. Call the Settlement Facility Toll Free at 1-866-874-6099. There may be deadlines running to opt out and litigate or to apply for benefits in your appropriate Class, so call the Settlement Facility as soon as possible.

SECTION 2 – WHAT ARE MY SETTLEMENT OPTIONS?

Q2-1. If I choose to settle my claim, what are the available settlement benefits?

You have three (3) Settlement Options. You can receive payment for all of them:

1. **$3,000 (U.S.) Explant Payment** - To receive the $3,000 (U.S.) Explant Payment, submit medical records that show that your Dow Corning breast implant was removed after December 31, 1990 and on or before ten (10) years after the Effective Date. You are not eligible if you received silicone gel breast implants after your Dow Corning breast implants were removed. *(Read Section 6 for more information on the Explant Payment.)*; *and*

2. **$15,000 (U.S.) Rupture Payment** - To receive the $15,000 (U.S.) Rupture Payment (including a Premium Payment), submit medical records on or before two (2) years after the Effective Date that show that your Dow Corning silicone gel breast implant was removed and was ruptured. *(Read Section 7 for more information on the Rupture Payment.)*; *and*

3. **(A) $1,200 (U.S.) Expedited Release Payment** - To receive a $1,200 (U.S.) Expedited Release Payment, simply submit the Proof of Manufacturer Form (the blue edge) and medical records or documents that show that you were implanted with a Dow Corning breast implant. Also, complete and submit the Expedited Release Payment Claim Form (the red edge) on or before three (3) years after the Effective Date. *(Read Section 8 for more information on the Expedited Release Payment.)*;

   OR

   (B) Disease Payment - To receive a Disease Payment ranging from $7,200 to $180,000 (U.S.) (including a Premium Payment), submit medical records that show that you have one (1) of the eligible diseases or conditions and that you have an eligible disability or meet the severity criteria for that disease or condition. If you become more ill in the future, you may be able to apply for additional payment from the Increased Severity Fund depending on the disease option that you were approved for. *(Read the Disease Claimant Information Guide for more information about the Disease Payment.)*

Q2-2. What are the payment amounts for settlement benefits?

The payment grid is listed below:

Class 6.1 Settlement Options	Base Payment (U.S.)	Premium Payment (U.S.)	Total (U.S.)
Explant Payment Option	$ 3,000 (U.S.)	N/A	$ 3,000 (U.S.)
Rupture Payment Option	$ 12,000 (U.S.)	$ 3,000 (U.S.)	$ 15,000 (U.S.)
Expedited Release Payment Option	$ 1,200 (U.S.)	N/A	$ 1,200 (U.S.)
Disease Payment Option 1: Disability C or D	$ 6,000 (U.S.)	$ 1,200 (U.S.)	$ 7,200 (U.S.)
Disease Payment Option 1: Disability B	$ 12,000 (U.S.)	$ 2,400 (U.S.)	$ 14,400 (U.S.)
Disease Payment Option 1: Disability A	$ 30,000 (U.S.)	$ 6,000 (U.S.)	$ 36,000 (U.S.)
Disease Payment Option 2: GCTS Severity B	$ 45,000 (U.S.)	$ 9,000 (U.S.)	$ 54,000 (U.S.)
Disease Payment Option 2: GCTS Severity A or PM/DM	$ 66,000 (U.S.)	$13,200 (U.S.)	$ 79,200 (U.S.)
Disease Payment Option 2: Systemic Sclerosis or Lupus Severity C	$ 90,000 (U.S.)	$18,000 (U.S.)	$108,000 (U.S.)
Disease Payment Option 2: Systemic Sclerosis or Lupus Severity B	$ 120,000 (U.S.)	$24,000 (U.S.)	$144,000 (U.S.)
Disease Payment Option 2: Systemic Sclerosis or Lupus Severity A	$ 150,000 (U.S.)	$30,000 (U.S.)	$180,000 (U.S.)

Q2-3. Can I apply for and receive payment for more than one (1) Settlement Option?

Yes. You can apply for and, if eligible, recover for all three (3) Settlement Options: Explant, Rupture and Expedited Release or Disease.

Q2-4. The last time I submitted medical records for my claim was in 1994. Since that time, I have been examined and treated by additional doctors. Can I submit these additional medical records and have them considered as part of my claim?

Yes.

Q2-5. What are the Base Payments mentioned in the chart in Q2-2?

Payments to personal injury and other claimants are categorized based on the level of priority assigned to them in the Plan Documents. Base Payments are the highest priority payments and will be the first type of payments made from the Settlement Facility.

Q2-6. What are the Premium Payments mentioned in the chart in Q2-2?

Premium Payments are another category of payments. They are lower in priority than Base Payments and other First Priority Payments. Premium Payments include the 20% additional payment on approved Disease claims, increased severity payments, and the $3,000 (U.S.) additional payment on approved Rupture claims.

Q2-7. When will Base and Premium Payments be made?

Base Payments will be made after a claim has been reviewed and approved by the Settlement Facility and after the Effective Date. Premium Payments will be made after the District Court determines that all Base Payments and higher priority payments have been or can be paid or adequate provision has been made to assure these payments. The Settlement Facility cannot determine at this time when Premium Payments can be made.

Q2-8. I read somewhere that the payments will be made over sixteen (16) years? Is this true? Will my claim be paid out over sixteen (16) years?

No, payments for approved claims will not be paid over sixteen (16) years. Approved claims in the Settlement Facility will be paid as soon as reasonably practicable after the Effective Date.

Q2-9. Will Base Payments be made in installments or in a single lump sum?

Generally, Base Payments will be paid in one (1) lump sum. The Finance Committee and District Court have the ability to pay Base Payments in installments. This means that Disease Option 1 claims greater than $25,000 (U.S.) and Disease Option 2 payments greater than $100,000 (U.S.) could be made in two (2) installments.

Q2-10. Can Base Payments ever be reduced or "ratcheted" like in the original global settlement?

Because the aggregate amount available to settling claims in the Settlement Facility is capped, the Amended Joint Plan does not guarantee each individual claimant's payment. This means that if the value of all settling claims exceeds the funds available, payment amounts would have to be reduced to assure a fair distribution among all settling claims. Dow Corning and the Tort Claimants' Committee, who negotiated the Plan, believe that the amount of funding provided will be sufficient to pay approved claims at the settlement amounts for both Base and Premium Payments and that, if there is any risk of reduced payments, it is most probable that the reduction would apply to the Premium Payment.

Q2-11. Do I have to complete the Claim Form(s) in English? Do I have to have my medical records and documents translated into English?

If your medical records are in Dutch, French, German, Korean, Portuguese, Spanish, Swedish or Vietnamese, you may submit your Claim Form, medical records and documentation in your own language or translated into English. You do not have to translate medical and hospital records offered as proof of manufacturer if, without any translation, the Settlement Facility will be able to determine if the proof is acceptable.

If you have your medical records and documents translated into English, you must submit a translator's statement (under penalties of perjury) attesting that the translator is proficient in English, that the document has been correctly translated and that the translator has no personal or business relationship with you or your attorney.

Q2-12. Will my payment be paid in U.S. dollars or in the currency in my own country?

When the Settlement Facility notifies you that your claim is approved, you will be given the option to receive your payment in either U.S. dollars or your local currency.

SECTION 3 – REJECTING THE SETTLEMENT OPTION TO FILE A LAWSUIT AGAINST DCC LITIGATION FACILITY, INC.

Q3-1. What is DCC Litigation Facility, Inc.?

DCC Litigation Facility, Inc. is a corporation that was created to defend lawsuits filed by claimants who reject the settlement benefits. (These claims are referred to as opt-out claims.) DCC Litigation Facility, Inc. is the entity that has assumed all liabilities of Dow Corning, its shareholders, and other "Released Parties" for personal injury claims arising from certain Dow Corning products including breast implants.

Q3-2. What does it mean to file a lawsuit and try my case against DCC Litigation Facility, Inc.?

If you reject the Settlement Option, you must file a lawsuit in the U.S. District Court in Michigan and try your case against DCC Litigation Facility, Inc. You are strongly encouraged to consult with an attorney prior to making this decision. If you file a lawsuit, you must follow the Case Management Order. If you reject the settlement benefits, then:

- You will not be eligible for any settlement benefits from the Settlement Facility. This means that you cannot apply for Explant, Rupture, Expedited Release or Disease payments.

- Your choice to reject the settlement benefits is permanent. You cannot return to the Settlement Option in the future or receive any settlement benefits from the Settlement Facility. If you lose your case, you cannot return to the Settlement Option, and you cannot receive any payment.

- You will have the burden of proving that your breast implant caused your disease or other problems. DCC Litigation Facility, Inc. will contest your claim that your implant caused your disease or other problems.

- Your case will not be set for trial until the District Court certifies that you have met the requirements in the Case Management Order and are ready to proceed to trial. The trial will be either in the Eastern District of Michigan, the federal district court in the district where your claim arose, or in an appropriate state court as defined in the Case Management Order.

- Other than filing your lawsuit within the deadline in the Case Management Order, no litigation will be permitted until after the Plan of Reorganization becomes effective. The "Effective Date" occurs after all appeals are concluded, there is a confirmed Plan of Reorganization, and other conditions described in the Plan Documents have been met. The litigation option will take more time and effort on your part than the Settlement Option, since it often takes years before cases are set for trial.

- DCC Litigation Facility, Inc. may try to have your case referred to a court in your country under the doctrine of forum non conveniens.

- You will not be permitted to recover punitive damages.

- You must file a lawsuit in court against DCC Litigation Facility, Inc. (unless you have a previous action pending). The lawsuit must follow the procedures and deadlines established in the Case Management Order Sections 5(a) and 5(f). Read the Case Management Order and MDL Orders 40, 44 and 44A and other applicable MDL Orders (the MDL orders are located at www.fjc.gov/BREIMLIT/mdl926.htm).

- If you do not file your lawsuit by the deadline in the Case Management Order or any applicable statute of limitation, your case will be dismissed and barred forever, and you will not be able to recover any payment.

- You must comply with case specific discovery requirements set out in Section 9(b) and Section 11 in the Case Management Order. These include — as in any litigation — responding to interrogatories, producing your relevant medical records, and appearing for depositions.

- Pursuant to Section 10 in the Case Management Order, the MDL documents and depositions located in the National Depository, and the report of the 706 Panel (including any depositions) may be used in your individual trials in

accordance with the Federal Rules of Evidence and various orders of the MDL court. Additional non-case specific discovery will be allowed only if recommended by the Special Master and approved by the federal court for the Eastern District of Michigan.

- Your identity and Proof of Claim form will be publicly available and will not be confidential as it will be if you choose the Settlement Option. Claims in the Settlement Option will be confidential.

Q3-3. Where are the rules for filing a case against DCC Litigation Facility, Inc.?

Read the Case Management Order Outline at Tab 3, or the entire CMO at www.dcsettlement.com.

Q3-4. What court has jurisdiction over cases against DCC Litigation Facility, Inc.?

Judge Denise Page Hood of the United States District Court, Eastern District of Michigan, has jurisdiction over all claimants who reject the Settlement Option.

Q3-5. How much money is allocated to DCC Litigation Facility, Inc.?

There is a cap of $400 million (U.S.) Net Present Value available to pay all defense costs, administrative costs, and costs of judgments and/or settlements for opt out personal injury claimants.

Q3-6. Is there a cap or limit on how much I can recover on my individual claim?

The Plan Documents do not place a limit on any individual litigation recovery. However, if the total value of resolved claims against DCC Litigation Facility, Inc. exceeds $400 million (U.S.) (Net Present Value), the Finance Committee will have authority to recommend reductions in payments to claimants who rejected the Settlement Option. In no event will more than $400 million (U.S.) (Net Present Value) be allotted to pay claims against DCC Litigation Facility, Inc.

Q3-7. What should I do before I make my decision to settle or file a lawsuit against DCC Litigation Facility, Inc.?

Read this entire Claimant Information Guide and the Case Management Order carefully to understand what will be required of you. If you are represented by an attorney, consult with your attorney before you make a decision. If you do not have an attorney, you are strongly encouraged to obtain one if you decide to reject the Settlement Option.

The Settlement Facility and the Claims Assistance Program cannot advise you on what decision you should make and cannot give you any legal advice. If you choose the Settlement Option, you are not required to have an attorney to submit a claim for benefits. However, if you are represented by an attorney, contact your attorney regarding your claim.

Q3-8. My husband wants me to file a lawsuit, but I want to settle my claim in the Settlement Facility. Can he file a lawsuit if I choose to settle?

No. If you choose to settle your claim, your spouse cannot file a lawsuit.

Q3-9. If I decide to file a lawsuit but later change my mind, can I apply for settlement benefits?

When we receive your Participation Form stating that you are rejecting settlement benefits and are filing a lawsuit, we will send you a letter confirming your decision. You will have thirty (30) days from the date on that letter to inform us if you made a mistake or change your mind and want to settle your claim. After that thirty (30) day time period has expired, you will not be able to change your mind and apply for settlement payments.

Q3-10. I have a breast implant made by Dow Corning (Class 6.1) and a silicone gel breast implant from Bristol (Class 7). Can I file a lawsuit for my Dow Corning breast implant and receive settlement benefits from Class 7 for my Bristol silicone gel breast implant?

No.

Q3-11. I have a Dow Corning breast implant (Class 6.1) and a Dow Corning TMJ implant (Class 10.1). Can I file a lawsuit just for my TMJ implant?

Yes.

Q3-12. I don't have a disease now, but I'm concerned that I may develop one in the future. If I reject the settlement benefits, do I have to file a lawsuit now or can I wait and file a lawsuit a couple of years from now if I become ill?

Sections 5(a) and (f) in the Case Management Order provide that if you have a manifested injury as of the Effective Date, then you must file a lawsuit (unless one is already pending) within sixty (60) days after your opt out decision is final. If you do not have a manifested injury as of the Effective Date, then you must file a lawsuit either a) one hundred eighty (180) days after your illness or symptoms of sufficient severity to support a disease payment have become manifest or b) the fifteenth (15th) anniversary of the Effective Date, whichever comes first.

Q3-13. What is a "manifested injury?"

A manifested injury means that you have an illness or symptoms of sufficient severity to support a disease payment under either Disease Option 1 or Disease Option 2.

Q3-14. If I do not have a manifested injury of disease as defined above but I have a ruptured Dow Corning breast implant, what is the deadline for me to file a lawsuit against DCC Litigation Facility, Inc.?

If you are not a minor, you must file a lawsuit within sixty (60) days after your opt-out decision is final.

Q3-15. The Participation Form asks for information about my implant and case. Do I have to fill this out?

Yes. This information will assist the District Court and DCC Litigation Facility, Inc. in identifying your case and file. It may also be used to determine if you have a presently manifested injury, which triggers the time period to file your lawsuit.

Q3-16. The Participation Form has a place for my attorney to sign. Does my attorney have to sign this form for me to file a lawsuit? What if (s)he won't sign?

If you are represented by an attorney, consult with your attorney about your decision. Your attorney is supposed to sign the Participation Form stating that (s)he has consulted with you. If your attorney refuses to sign, you can still submit it and it will be valid.

Q3-17. Who will be given access to my decision to file a lawsuit? Will it be kept confidential?

The Participation Forms for all claimants who reject the settlement benefits will be filed in the United States District Court for the Eastern District of Michigan. They will become public documents. They will also be provided to the Physicians and Health Care Providers in Classes 12 and 13, as well as to the U.S. Government, as provided for in the Settlement Facility Agreement.

Q3-18. I read or received a copy of MDL Order Number 44 and 44A, signed by U.S. District Judge Sam C. Pointer. He dismissed my Dow Corning lawsuit in 1998. Does this mean that I am not eligible to participate in the Settlement Program?

Judge Pointer entered MDL Order 44 on April 6, 1998 and Order 44A on September 21, 1998. These Orders dismissed pending lawsuits filed by breast implant claimants against Dow Corning and/or its Shareholders. The cases listed in Orders 44, 44A and other orders, which are listed at the MDL 926 website (www.fjc.gov/BREIMLIT/mdl926.htm), were dismissed without prejudice. If you were a plaintiff in one (1) of the cases listed in either Order 44 or 44A, you are still eligible to participate in the Dow Corning Settlement Program. However, if you reject the settlement benefits, you may have to refile a new lawsuit. Read Section 3 of this Claimant Information Guide and the Case Management Order Outline carefully.

SECTION 4 – RESERVED FOR FUTURE USE

SECTION 5 – PROOF OF MANUFACTURER

Q5-1. Why do I need to submit the Proof of Manufacturer Form (the blue edge) and medical records or documents that show I was implanted with a Dow Corning breast implant?

To settle your claim and receive payment for Explant, Rupture, and Expedited Release or Disease, you will need to submit the Proof of Manufacturer Form and medical records or documents that show that you currently have or used to have a Dow Corning breast implant.

Q5-2. How can I get a copy of my medical records and documents to show who made my breast implant?

Read through this Section and Tab 1, Part I carefully to understand the medical records or documents you need to obtain. Contact the doctor or hospital where your implants were implanted and request a copy of your medical records. Those records often list a brand name, catalog number, implant label, or other identifying information about the breast implant you received. You may need a "certified copy" of these medical records. Your doctor's office or hospital will know what this means. *(Read Q5-13 for a definition of certified copy.)*

Compare the information in your medical records with the information in this Section to see if it matches the criteria for a Dow Corning breast implant. If it does not match, check Tab 1, Part III to determine if your breast implant was made by Baxter, Bioplasty, Bristol, Cox-Uphoff (CUI), Mentor, Koken, Silimed, Societe Prometel or Medasil.

Q5-3. What medical records or documents can I submit to show that Dow Corning made my breast implant?

A complete list of acceptable medical records and documents is in the Proof of Manufacturer Form Instructions.

Q5-4. What brand names are acceptable for Dow Corning breast implants?

A complete list of acceptable brand names is in Tab 1, Part 1. It is also in the Proof of Manufacturer Form Instructions.

Q5-5. Are there brands that are <u>not</u> acceptable proof of a Dow Corning breast implant?

Yes. The following types of references in medical records or documents are <u>not</u> acceptable proof:

1. Your medical records say "silastic-type" in all lower-case letters and do not have any other identifying information.
2. Your medical records say "silastic" in all lower-case letters and the implants were implanted after 1969.

3. Your medical records say "Cronin" and show that the implants were implanted in 1972 or later.

4. Your medical records or proof say "Mueller, V. or V. Mueller" and show that the implants were implanted prior to 1968 or after August 31, 1974.

5. Your medical records or proof refer to brands or names other than those listed at Question 5 in the Proof of Manufacturer Form Instructions or those listed at Tab 1, Part I for Dow Corning breast implants.

Q5-6. Are there other words or references I may look for in my medical records to show that my breast implant was made by Dow Corning?

Yes. You can look for "Unique Identifiers" described in Q5-7 and Q5-8 or for lot or catalog numbers as described in Q5-9.

Q5-7. What are the "Unique Identifiers" for Dow Corning breast implants? Are they acceptable proof that Dow Corning manufactured the breast implant?

Unique Identifiers are a list of features or characteristics that are unique to Dow Corning breast implants. If your breast implants are removed and examined by the explanting physician or other physician or appropriate professional and (s)he points out specific characteristics of the breast implant that are on the list below in Q5-8, then this is acceptable proof that you had a Dow Corning breast implant.

Q5-8. What "Unique Identifiers" are acceptable proof of a Dow Corning breast implant?

The following Unique Identifiers of a Dow Corning breast implant shall be considered as acceptable proof where the removed implants are examined by a physician who identifies the manufacturer or brand:

1. For implantations or implants manufactured between 1969 and 1973 a high profile contour "ski slope" design implant with Dacron® fixation patches on the posterior with the upper portion of the implant being concave and the bottom portion convex. If the fixation patch has detached from the implant, then the Settlement Facility shall accept and shall deem as acceptable proof a photograph of the implant showing an imprint consisting of 3-4 linear impressions of the Dacron® mesh embedded in the elastomer shell.

2. An implant with fixation patches where white Dacron® knit mesh loops were either sewn or bonded to the elastomer patch surface with the fixation patches in turn bonded to the envelope posterior. Products with the following configurations of fixation patches are acceptable:

   (i) For implants implanted or manufactured between 1963 and 1965, a single large Dacron® mesh-reinforced fixation patch covering all or almost all of the posterior implant surface of a silicone gel-filled implant with a prominent non-everted peripheral seam where the fixation patch is constructed of Dacron® mesh-reinforced silicone elastomer sheeting to which non-embedded Dacron® mesh had been sewn with Dacron® sutures (1963-1965).

(ii) For implants implanted or manufactured between 1963 and 1969, four (4) Dacron® mesh-reinforced fixation patches, one (1) in each quadrant on the posterior implant shell, asymmetric or symmetric, with a distinct peripheral seam everted or non-everted, where the fixation patches are constructed of Dacron® mesh-reinforced silicone elastomer sheeting to which non-embedded Dacron® mesh has been sewn with Dacron® sutures.

(iii) For implants implanted or manufactured between 1968 and 1982, two (2) to five (5) circular Dacron® mesh fixation patches on the posterior implant shell of the embedded/pleated design, consisting of a clear elastomer disc about 22-25mm diameter, with a pattern of embedded Dacron® mesh in a pleated pattern, with the actual Dacron® mesh present or absent.

(iv) For implants implanted or manufactured between 1968 and 1976, a dumbbell-shaped Dacron® mesh-reinforced fixation patch on the posterior implant shell, together with one (1), three (3), or four (4) additional round fixation patches on the implant shell. Internal to the dumbbell-shaped fixation patch are either two (2) round shell holes (one larger than the other) separated by a slit in the shell, or a single round shell hole.

3. For implants implanted or manufactured between 1971 and 1975, an eccentrically placed racetrack (oval) shaped posterior shell patch, Dacron® mesh-reinforced, outside the implant shell. Internal to the patch are either two (2) round shell holes (one larger than the other) separated by a slit in the shell, or a single round shell hole.

4. A leaflet valve consisting of a proximal round part, attached to which is a distally rounded leaflet valve. The junction of the proximal and distal parts of the valve is also rounded (flared). (This identifier applies to saline implants implanted or manufactured between 1979-1984; and to gel/saline implanted between 1981-1992.)

5. An implant having one (1) of the following as an imprinted logo on the posterior (for double-lumen implants such markings are only present on the inner lumen patch):

(i) DOW CORNING (1978 to 1992)

(ii) SILASTIC II (1981 to 1992)

(iii) DOW CORNING WRIGHT (1989 to 1992).

6. An implant with both a) Mandrel Code and b) Designation Number imprinted together on the posterior centered or near the patch of the implant envelope. These shell markings consist of a single letter or one (1) or two (2) numerals approximately 4mm height with a close-by series of three (3) or four (4) approximately 2mm height numerals. For double-lumen implants such markings will be on both shells. The following Mandrel Codes and Designation Numbers are acceptable:

(i) Mandrel Codes (numbers 1-16, 20, 30, 40, 50, 60 or single uppercase letters A-R) (1969 to 1992); *and*

(ii) Mandrel Designation Numbers three (3), or rarely four (4), digit numbers where the characters are between 1/16 inch and 5/64 inch, 1.5 mm to 2.0 mm in height (1974 to 1992).

7. An implant with a 1.7 inch-long orientation bar (a linear raised strip of elastomer permanently bonded to the posterior of the shell of contour shaped implants) aligned with the long axis of the implant (1975 to 1986).

8. An implant (SILASTIC® MSI) with a surface covered by tiny micro pillars (1989 to 1992).

Q5-9. What are the lot and catalog numbers for Dow Corning that are mentioned in Q5-6?

Implant catalog numbers were listed in sales and other brochures. In general, each number represented a particular implant model and size. Customers (doctors' offices, clinics, and hospitals) used these numbers when ordering implants. Lot numbers facilitate traceability to original production records. Essentially every medical device sold by Dow Corning had a lot number and a catalog number. These numbers were frequently recorded in patients' medical records for the implant surgery. The combination of the lot number and the catalog number represents a unique batch of a particular product size and configuration. To determine if the numbers in your medical records match those for Dow Corning or another manufacturer, call the Claims Assistance Program Toll Free at 1-866-874-6099.

Q5-10. What are "control" numbers?

The implants Dow Corning sold were labeled with catalog numbers and lot numbers. Dow Corning did not assign "control" numbers to implants. However, as part of their own inventory management system, some hospitals, clinics, and doctors' offices may have assigned unique control numbers to each implant as it was received. These control numbers might have been recorded on contemporaneous inventory control sheets with specifics about the implant (such as manufacturer, brand, catalog, and lot numbers) and the name of the patient receiving it.

Q5-11. What medical records and documents are unacceptable as proof of manufacturer?

Examples of unacceptable proof of a Dow Corning breast implant include:

1. Your own recollection (or that of a friend or a relative) regarding the brand name or manufacturer of your breast implants.

2. Records from the International Implant Registry.

3. Identifying reports from a physician who examined your breast implants during or after removal surgery, if identifiers not on the list of Unique Identifiers are the basis of the identification, or the physician fails to specify

the characteristics assumed to be unique, or the physician merely opines, based on his or her experience, that the breast implant was made by a certain manufacturer.

4. A non-contemporaneous statement by the implanting physician, attempting to supply the acceptable proof listed in the Proof of Manufacturer Form Instructions but qualifying the affirmative statement concerning the type of implant used in a particular patient by phrases like "if I remember correctly" or "to the best of my memory." Statements from medical personnel describing their typical or general practices concerning implant usage during a given time period will be unacceptable proof. (For example, a statement from the doctor's nurse that "we usually used Dow Corning implants" is *unacceptable proof*.)

5. A non-contemporaneous statement by your implanting physician, attempting to provide the acceptable proof listed in the Proof of Manufacturer Form Instructions that does not name you as a person receiving a particular type or brand of implant will be treated as unacceptable proof.

6. Records indicating the brand or manufacturer of implants the surgeon planned to use, without confirmation from the implanting physician (or in records relating to the implant surgery) that type of implant was actually used.

Q5-12. What types of problems or deficiencies are there for proof of manufacturer?

Several minor deficiencies may be found in proof that would otherwise be acceptable. These minor deficiencies include:

1. You submit acceptable proof of a Dow Corning breast implant but do not submit a Proof of Manufacturer Form. It is necessary to submit the completed and signed Proof of Manufacturer Form.

2. You fail to provide a certified copy of medical records for acceptable proof outlined in the Proof of Manufacturer Form Instructions.

3. An affirmative statement from the implanting physician has been submitted, but the physician failed to provide the basis for his/her conclusion that you received a certain brand of implants. (S)he must write a statement explaining why (s)he believes you received a certain brand of implants.

4. Medical records have been submitted, but there is no identification on the records themselves indicating that these records relate to you. You will need to obtain a certified copy of the medical records from your implanting physician's office or hospital verifying that the medical records are yours.

5. The Settlement Facility needs confirmation that the statement or proof you submit came from the physician or someone on the treating facility or physician's staff.

6. The proof you submit has contradictory evidence of the brand of implant you received. For example, the operative report lists one brand, but you submitted a label of another brand, and both types of proof refer to the same surgery.

7. You submit a photograph of a breast implant showing one (1) of the Unique Identifiers, but you do not provide a statement from the explanting physician identifying the implant in the photograph as the one (s)he removed from you. You need to obtain this statement from the physician.

Q5-13. What is a "certified copy" of my medical records?

A certified copy is a copy of records with a certificate attached, usually signed by the custodian of records for that office or facility, affirming that the attached pages are true and accurate copies of records in a particular patient's file.

Q5-14. What is an implant package label? How can I recognize it?

An implant package label is a label made by the manufacturer with pre-printed information about the breast implant. The label will almost always have the name of the manufacturer, the type of breast implant (saline, for example), the catalog number, and the lot number. Doctors frequently placed these implant labels in a patient's medical files following the implant surgery.

Q5-15. What does "Cronin" refer to? Is that the name of a breast implant?

"Cronin" is not the name of a breast implant, but of a plastic surgeon — Dr. Thomas Cronin — from Houston, Texas who developed silicone gel breast implants in conjunction with Dow Corning. As a result, breast implants were frequently referred to as "Cronin implants" in medical records prior to 1972. Dow Corning has agreed only for purposes of the Settlement Option to accept the name "Cronin" as acceptable proof of a Dow Corning breast implant if it was used during or between 1963 and 1971.

Q5-16. I remember my doctor telling me (or my relative or a friend) that I had Dow Corning breast implants. Can I rely on that as acceptable proof?

No.

Q5-17. What if I can't get my medical records (for example, the doctor has since died, the records were destroyed or lost, or the doctor won't give them to me)? What can I do?

If you cannot find your implanting physician or his/her office no longer has a copy of your records, you can ask for the name of an appropriate responsible person at that office (such as a nurse, a person in charge of the files or records, or another doctor) who can write a letter stating under oath that you were implanted with a Dow Corning breast implant and stating the basis for this conclusion.

If you cannot locate anyone qualified to write this letter, there may be other ways to show who made your breast implants. For assistance, call the Claims Assistance Program Toll Free at 1-866-874-6099 or e-mail your question to the Settlement Facility at info@sfdct.com.

Q5-18. My proof of manufacturer documents are not covered by the rules above. Can I still submit them?

You may send in proof — even though it is of a type that is not addressed by the existing rules — if it reliably establishes what kind of implant you received. The Settlement Facility will then advise you if new rules have been adopted to cover your situation or if Dow Corning has decided to accept your type of proof through the confidential measures established by the Claims Assistance Program.

Q5-19. Can my attorney write the statement describing the efforts (s)he made to get my medical records ?

Yes.

Q5-20. Where can I find information on breast implants made by companies other than Dow Corning?

The list of acceptable brand names for breast implants made by other companies is listed at Tab 1, Part III. For catalog, serial and lot numbers for non-Dow Corning breast implants, call the Claims Assistance Program Toll Free at 1-866-874-6099 or send a question by e-mail to the Settlement Facility at info@sfdct.com.

Q5-21. In the RSP or FSP my Dow Corning proof consisted of a reference to a "Cronin" breast implant implanted in 1975. As a result, my RSP disease payment was reduced by 50%. Since this is unacceptable proof now (because the reference to Cronin was after December 31, 1971), what can I do?

Unless you submit medical records or documents described in Question 3 in the Proof of Manufacturer Form Instructions, you cannot recover the remaining 50% of your disease payment.

Q5-22. Do I have to provide information on my entire breast implant history, or can I just submit proof for my Dow Corning breast implant?

You must complete Question 3 — your Breast Implantation History — on the Proof of Manufacturer Form and submit medical records regarding those implants.

Q5-23. Why do I have to submit proof of manufacturer that I also had a silicone gel breast implant from Bristol, Baxter or 3M?

The Settlement Facility requires this information. If you have another silicone gel breast implant from either Bristol, Baxter or 3M, then your Disease Payment will be reduced by 50%. You may also be eligible for benefits from the RSP for your Bristol, Baxter or 3M breast implant.

SECTION 6 – $3,000 (U.S.) EXPLANT PAYMENT

PART A – CRITERIA FOR THE $3,000 (U.S.) EXPLANT PAYMENT

Q6-1. What is the $3,000 (U.S.) Explant Payment?

The $3,000 (U.S.) Explant Payment is for removal of your Dow Corning breast implant(s). To be eligible, your Dow Corning breast implant(s) must be removed after December 31, 1990 and on or before ten (10) years after the "Effective Date." *(Read Q9-5 for more information about the "Effective Date.")*

Q6-2. What documents do I need to submit to qualify for the $3,000 (U.S.) Explant Payment?

Read Question 2 in the $3,000 (U.S.) Explant Payment Claim Form Instructions.

Q6-3. I plan to have (or I have just had) my Dow Corning breast implants removed. Should I send the implants to you with my Explant Payment Claim Form?

No. Do not send any implants to the Settlement Facility unless you are specifically requested to do so. If you were explanted after the Effective Date, then you must use your best efforts to keep the breast implants in your (or your attorney's) possession.

Q6-4. Is there a list of plastic surgeons or other qualified physicians who I can contact to remove my Dow Corning breast implants?

The Settlement Facility does not have a list of physicians or surgeons who are willing to do implant removals and cannot recommend any particular plastic surgeon. You can visit the Tort Claimants' Committee website at www.tortcomm.org for information about how to locate Internet websites on plastic surgery and surgeons.

Q6-5. Can I receive payment for explant and other settlement benefits, such as Rupture?

Yes. Assuming you submit the necessary proof on or before the deadline for each settlement benefit, you may also receive the Rupture and either Expedited Release or Disease payments.

Q6-6. Do I need to have a medical reason for having my implants removed?

No. The Settlement Facility will not inquire about your reasons for choosing to have your breast implants removed.

Q6-7. I have had two (2) sets of Dow Corning breast implants removed after December 31, 1990. Can I receive $3,000 (U.S.) for each surgery?

No. The $3,000 (U.S.) Explant Payment is a one-time payment regardless of the number of eligible explant surgeries you have had or will have.

Q6-8. Is the removal of other breast implants such as those made by Mentor or Cox-Uphoff covered by the $3,000 (U.S.) Explant Payment?

No. The Explant Payment is available only for the removal of Dow Corning breast implants.

Q6-9. Are there any reductions to the $3,000 (U.S.) Explant Payment?

No.

Q6-10. My implant removal surgery cost $5,000 (U.S.). Can I recover more than the $3,000 (U.S.) settlement benefit?

No, the $3,000 (U.S.) Explant Payment will not be increased or decreased regardless of the actual costs of your surgery.

Q6-11. Does the $3,000 (U.S.) Explant Payment cover the costs of reconstruction?

No. The Explant Payment is $3,000 (U.S.) regardless of your actual costs for implant removal or reconstruction.

Q6-12. My implant removal surgery cost is $1,000 (U.S.). Will my Explant Payment be $3,000 or $1,000 (U.S.)?

The Explant Payment will be $3,000 (U.S.).

Q6-13. I had two (2) sets of breast implants. The first (1st) breast implants were Silastic (Dow Corning silicone gel) and were ruptured and removed in 1989. I still have the second (2nd) set of breast implants which will be removed in February 2003. However, I do not have acceptable proof that these were made by Dow Corning. Can I file a Rupture claim for Set A and an explant claim for Set B if the only proof of manufacturer I have is for Set A?

No. You must file acceptable proof of manufacturer for each set of Dow Corning breast implants for which you are seeking settlement benefits. In this situation, you are seeking settlement benefits for both sets of breast implants, so you must have acceptable proof of manufacturer for both sets of implants.

Q6-14. My Dow Corning breast implants were removed in 1987. Am I eligible for the $3,000 (U.S.) Explant Payment?

No. To be eligible, your Dow Corning breast implants must have been removed after December 31, 1990.

PART B – EXPLANT ASSISTANCE PROGRAM

Q6-15. I can't afford to have the implant removal surgery. Is there any financial assistance available so that I can get the Dow Corning breast implants removed?

Yes. Submit the Proof of Manufacturer Form (the blue edge) and medical records or documents that show that your breast implants were made by Dow Corning, and check Box 2B on the $3,000 (U.S.) Explant Payment Claim Form (the yellow edge). We will send you information about the Explant Assistance Program.

Q6-16. Do I have to prove that I cannot afford the implant removal surgery to be eligible for the Explant Assistance Program?

No.

Q6-17. Will the Explant Assistance cover all of my surgical costs?

No. The Explant Assistance Program will pay $3,000 (U.S.) for the removal of your Dow Corning breast implants under the criteria in Question 2 in the $3,000 (U.S.) Explant Payment Claim Form Instructions.

Q6-18. If the costs paid to the physician by the Explant Assistance Program are $2,000 (U.S.), will I be paid the remaining $1,000 of the $3,000 (U.S.) Explant Payment?

Yes, the difference between the actual cost of the surgery and the $3,000 (U.S.) Explant Payment will be paid to you.

Q6-19. My breast implants were removed in 1994 but I did not pay my plastic surgeon for the surgery. He agreed to be paid out of my recovery. Can the Settlement Facility pay him directly for me?

No. Direct payment to your physician under the Explant Assistance Program is not available to claimants who have already had an explant surgery. Under these facts, it is your responsibility to pay your plastic surgeon.

Q6-20. If I participate in the Explant Assistance Program, how do I obtain my medical records from the surgery to prove any additional claim such as Rupture?

We will make arrangements to have your medical records sent to us when your Dow Corning breast implants are removed. We will review them to see if you also qualify for the $15,000 (U.S.) Rupture Payment.

SECTION 7 – $15,000 (U.S.) RUPTURE PAYMENT

PART A – CRITERIA AND DEADLINES FOR THE RUPTURE PAYMENT

Q7-1. What is the $15,000 (U.S.) Rupture Payment?

You will receive the $15,000 (U.S.) Rupture Payment if your Dow Corning *silicone gel* breast implant(s) are removed and are ruptured as defined in Question 4 on the Rupture Payment Claim Form Instructions.

Q7-2. What is the definition of Rupture?

Read Question 4 on the $15,000 (U.S.) Rupture Payment Claim Form Instructions.

Q7-3. What do I need to submit to qualify for the $15,000 (U.S.) Rupture Payment?

Read Question 3 on the $15,000 (U.S.) Rupture Payment Claim Form Instructions.

Q7-4. What type of proof of Rupture is clearly unacceptable?

There are several types of unacceptable proof of Rupture:

1. Non-contemporaneous statements from medical personnel recalling that your breast implant was ruptured upon explantation, or a similar statement from you (or one of your relatives or a friend);
2. Proof that fails to show that the ruptured breast implant has been surgically removed;
3. Proof that affirmatively reveals that the breast implant was intact before the explant surgery, but was ruptured during the explant surgery;
4. Proof that reveals no Rupture as defined (including proof that shows only gel bleed);
5. Proof that shows that only the saline portion of a double-lumen breast implant ruptured, leaving the gel portion intact;
6. For explantations after January 1, 1992, a pathology report alone, with no contemporaneous operative report.

Q7-5. What types of problems or deficiencies are there for Rupture proof?

The following are examples of minor deficiencies in Rupture proof:

1. If your Dow Corning breast implant was removed before the Effective Date, you have a minor deficiency if you fail to state whether you have possession of the ruptured implant. If you do have it, you must provide the name and address of the custodian at Question 3 on the Rupture Payment Claim Form. You can correct this deficiency by writing a note to the Settlement Facility stating whether you still have your removed breast implant and if so, providing the name and address of the person who has it.
2. If the ruptured implant is removed after the Effective Date, you have a minor deficiency if you fail to provide the Settlement Facility with the required statement from the explanting surgeon (or the hospital pathologist, a physician who assisted in the explantation surgery or from another doctor who examined the removed implant, as provided herein) affirming that, in his or her opinion, the Rupture did not occur during or after the explantation procedure and providing a factual basis for that opinion. You can correct this deficiency by obtaining this statement from your explanting physician or other appropriate person.
3. If you were explanted after January 1, 1992 but did not submit a pathology report or indicate that the pathology report was unavailable, you have a minor deficiency that can be cured by submission of the report or the required statement.

4. If you timely submitted the supporting documents demonstrating Rupture but did not submit a Rupture Payment Claim Form, you have a minor deficiency which can be cured by submitting the Rupture Payment Claim Form (the green edge).

Q7-6. What is the multiple manufacturer discount for Rupture claims?

The multiple manufacturer discount for Rupture claims will reduce your $15,000 (U.S.) Rupture Payment by 50%. For the reduction to apply, all of the following things must be present:

1. You have one (1) or more silicone gel breast implants from either Bristol, Baxter or 3M (see Tab 1, Part III for Silicone Material Claimants for information and a list of brand names for Bristol, Baxter and 3M); *and*

2. Your silicone gel Bristol, Baxter or 3M breast implant(s) was/were ruptured; *and*

3. You were classified by the MDL Claims Office as a "current claimant" in the Revised Settlement Program; *and*

4. Your "current disease claim" in the Revised Settlement Program was approved; *and*

5. Your "rupture supplement" in the Revised Settlement Program was approved and paid; *and*

6. You did not opt out of the Revised Settlement Program; *and*

7. Your Rupture Payment claim for your Dow Corning silicone gel breast implant in the Settlement Facility is approved.

Q7-7. I opted-out of the RSP after my current disease and rupture claims were approved, and I never received payment under the RSP. I also have a ruptured Dow Corning silicone gel breast implant. Does the 50% multiple manufacturer discount apply to me?

No.

Q7-8. If I receive the $15,000 (U.S.) Rupture Payment, can I still receive payment for other settlement benefits?

Yes. Assuming you qualify and meet the deadline for each settlement benefit, you can receive payment for Explant and either Expedited Release or Disease.

Q7-9. Does my operative report have to use the word "Rupture" to have my Rupture claim approved?

No. Rupture claims will be processed with the understanding that physicians have used and will use different terminology to describe a breast implant that is ruptured.

Simply because the relevant record does not use the word "Rupture" is not a basis to deny the Rupture claim. Your medical records must describe the Rupture in a way that it meets the definition of "Rupture" as set out in Question 4 in the $15,000 (U.S.) Rupture Payment Claim Form Instructions.

Q7-10. If I had replacement silicone gel breast implants after my ruptured Dow Corning silicone gel breast implants were removed, does this disqualify me from the $15,000 (U.S.) Rupture Payment?

No.

Q7-11. I plan to have my Dow Corning breast implants removed after the Effective Date. Question 3C in the Rupture Payment Claim Form Instructions says that I must submit a statement from the explanting surgeon about the Rupture. What information do you need?

The statement from the explanting physician must confirm that the Rupture did not occur during the implant removal surgery and must provide the factual basis for his/her opinion that the implant was ruptured. Descriptions about the nature of the destruction of the elastomer envelope and statements like "in light of silicone granuloma formation on the exterior of the biologic capsule" are acceptable.

Q7-12. I had my breast implants removed, but the surgeon who removed them refuses to write a supplemental statement that gives his opinion concerning the date of Rupture or supplying the basis for his opinion that a Rupture occurred. Can another doctor examine the removed breast implants and submit the supplemental statement?

Yes, if your explanting surgeon refuses to write the statement, you can submit the statement from another physician who examined the removed breast implants.

Q7-13. Do I have to have my Dow Corning breast implants removed to receive the $15,000 (U.S.) Rupture Payment?

Yes, unless you qualify for a very narrow exception called the "Medically Contraindicated Exception" which is explained below at Part B.

Q7-14. I have a Rupture in each of my Dow Corning breast implants. Can I receive a Rupture Payment for each ruptured breast implant?

No.

Q7-15. I have two (2) implants — an unknown and a Dow Corning breast implant. Can I recover for the Rupture of the unknown implant?

No. A Rupture Payment will be made only for the Rupture of a Dow Corning silicone gel breast implant.

Q7-16. Are ruptured silicone gel breast implants from other companies (non-Dow Corning) such as Mentor or Cox-Uphoff eligible for the Rupture Payment?

No.

Q7-17. My Dow Corning silicone gel breast implant ruptured in 1972. Am I eligible for the $15,000 (U.S.) Rupture Payment?

Yes.

Q7-18. I cannot afford to get my Dow Corning breast implants removed to find out if they are ruptured. What can I do?

The Explant Assistance Program, described at Q6-15 above, is available to assist you in having your Dow Corning breast implant removed.

Q7-19. Can I make a Rupture claim even though I do not have a disease claim at this time?

Yes. You can make a Rupture claim without filing for a disease claim.

Q7-20. I had my implants removed in 1994 but did not keep them. Will that make me ineligible for the $15,000 (U.S.) Rupture Payment?

No.

Q7-21. I had my breast implants removed in 2000 and asked my doctor to keep them. He threw them out. Does this make me ineligible for the $15,000 (U.S.) Rupture Payment?

No, you are still eligible. Write a brief statement on the Rupture Payment Claim Form about what happened.

PART B – THE MEDICALLY CONTRAINDICATED EXCEPTION TO THE $15,000 (U.S.) RUPTURE PAYMENT

Q7-22. What is the "Medically Contraindicated Exception?"

This is a very narrow exception intended to apply only if you have a serious chronic medical condition that prevents the removal of your ruptured Dow Corning silicone gel breast implant. Under this exception, you may receive the $15,000 (U.S.) Rupture Payment without removing your breast implants if you meet all of the criteria listed below:

1. You must have acceptable proof of manufacturer of a Dow Corning breast implant. This proof cannot rest on a Unique Identifier as defined in Q5-8; *and*

2. You must have a written statement and diagnosis by a physician along with supporting medical documentation that describes your serious chronic medical condition that precludes the surgical removal of your ruptured silicone gel Dow Corning silicone breast implant; *and*

3. The medical documentation must contain objective findings that will permit the Claims Administrator to make a determination as to the severity of the condition and diagnosis; *and*

4. You must have an MRI, conducted by a qualified facility and read by a qualified radiologist. The MRI must be an appropriately high resolution MRI conducted using dedicated breast coil and applying silicone selective sequences and water suppression sequences as appropriate using fast spin echo technique or its equivalent for these purposes; *and*

5. The MRI must show a definite Rupture (tear or failure of the silicone envelope surrounding the silicone gel portion of the breast implant) confirmed by a finding of definite "linguini" sign, or a double linguini sign (i.e., linguini of both envelopes of a double lumen-type implant) or "C" signs (where "double linguini" and "C" signs are defined in "Magnetic Resonance Evaluation of Breast Implants and Soft-tissue Silicone," Topics in Magnetic Resonance Imaging, 9(2):92-137 (1998) accompanied by the presence of silicone observable outside of the envelope surrounding the silicone gel (a copy of this article is located at www.dcsettlement.com or you can call the Settlement Facility Toll Free at 1-866-874-6099); *and*

6. The serious chronic medical condition must be present at the time of the MRI discovery of the Rupture and at the time you submit your Rupture claim.

If you meet all of these criteria, the Claims Administrator must then make a specific finding that your medical condition is such that the surgery required to remove the breast implant is "medically contraindicated" as defined below.

Q7-23. What does "Medically Contraindicated" mean?

Medically contraindicated means that removal of your breast implants is likely, in the exercise of reasonable medical judgment, to result in significant complications or have a significant adverse effect on your medical condition.

Q7-24. What serious chronic medical conditions may support a finding under the Medically Contraindicated Exception?

The following are examples of serious chronic medical conditions that may support a claim under the Medically Contraindicated Exception if all of the appropriate documentation and criteria are present. The Claims Administrator has discretion to accept other similarly serious medical conditions provided that they meet the specific criteria outlined above.

1. Severe Cardiac Condition – you experienced a myocardial infarction within six (6) months prior to the time removal surgery would have to occur to make a timely Rupture claim.

2. Pulmonary Condition – you have a severe pulmonary impairment such as pulmonary involvement with Systemic Sclerosis, Systemic Lupus, Polymyositis or Dermatomyositis, where such impairments result in a substantially abnormal diffusion capacity (e.g., diffusion capacity of less than 30% of predicted value).

3. Renal Condition – you have a history of Scleroderma renal crisis, or are on dialysis or have severely reduced renal function with creatine clearance of less than 20 cc/min. measured by an adequate urine collection.

Q7-25. My doctor says that it is not necessary to have the implants removed because (s)he thinks they are intact. Is this medically contraindicated?

No.

PART C – THE INDIVIDUAL REVIEW PROCESS FOR THE RUPTURE PAYMENT

Q7-26. What is the Individual Review Process for Rupture?

Read Question 7 on the $15,000 (U.S.) Rupture Payment Claim Form Instructions.

Q7-27. What is a "reasonable time after explantation?"

What is a "reasonable time after explantation" cannot be defined with precision but will be considered in light of the specific facts of each case including the proximity to the date of explantation and the circumstances surrounding the removal of the Dow Corning silicone gel breast implant.

Q7-28. What does "visual confirmation of a breach in the elastomer envelope" mean?

This means that the person who examined your breast implants can see that the elastomer envelope has a tear or other opening in it.

Q7-29. How can I document that I have had silicone migrating along tissue planes?

Submit any medical records from your doctor or pathologist concerning a finding of silicone outside of the breast capsule (not just outside the breast implant).

Q7-30. What is "distant from the site of breast implantation?"

What is "distant from the site of breast implantation" cannot be determined with precision but will be considered in light of the specific facts of each case. At a minimum, the silicone must be found outside of the breast capsule (not just outside of the breast implant).

Q7-31. What is a "substantial mass of material?"

What is a "substantial mass" of material cannot be determined by a quantitative measure. There should be more than microscopic droplets of silicone.

Q7-32. What type of biopsy can confirm that the material is silicone? My doctor says there is no such test or biopsy.

The pathology report should contain language that the material found is, in the opinion of the pathologist or other appropriate medical doctor, consistent with a finding of silicone.

SECTION 8 – $1,200 (U.S.) EXPEDITED RELEASE PAYMENT

Q8-1. What is the $1,200 (U.S.) Expedited Release Payment?

You will receive the $1,200 (U.S.) Expedited Release Payment simply by showing that you were implanted with a Dow Corning breast implant. If you accept this payment, you will not be able to receive a Disease Payment.

Q8-2. What do I have to submit to qualify for the $1,200 (U.S.) Expedited Release Payment?

Read the Instructions for the Expedited Release Payment Claim Form (the red edge).

Q8-3. If I receive the $1,200 (U.S.) Expedited Release Payment, can I apply for a disease claim later if I become sick?

No.

Q8-4. If I decide to apply for a disease claim and don't qualify, can I then decide to take the $1,200 (U.S.) Expedited Release Payment?

Yes. If your disease claim is not approved, you will be offered the $1,200 (U.S.) Expedited Release Payment.

Q8-5. If I accept the $1,200 (U.S.) Expedited Release Payment, will I be able to apply for Explant and Rupture?

Yes.

SECTION 9 – GENERAL DEADLINES/DELIVERY METHODS/ EFFECTIVE DATE/DEADLINES TO APPLY FOR SETTLEMENT BENEFITS

PART A – DEADLINES TO RETURN THE PARTICIPATION FORM/DELIVERY METHODS

Q9-1. If I choose to settle my claim (Box 2A on the Participation Form), what is the deadline and what do I have to do?

If you check Box 2A on the Participation Form, then sign and return the Participation Form (the white edge) on or before fifteen (15) years after the Effective Date. *(Read Q9-5 for more information about the Effective Date.)* If you do not return the Participation Form, you will still be able to settle your claim in the Settlement Option by completing and submitting the Claim Forms in your Claims Package. There are separate deadlines for Explant, Rupture, Expedited Release and Disease claims.

Q9-2. If I choose to reject settlement and file a lawsuit (Box 2B on the Participation Form), what is the deadline and what do I have to do?

If you check Box 2B on the Participation Form (the white edge), then you must complete and return the Participation Form (the white edge) on or before [T.B.D.]. *(Read Section 3 for more information.)*

Q9-3. If I choose to withdraw my claim from the bankruptcy case, what do I have to do?

You must send a letter indicating that you wish to withdraw to the Claims Administrator. Remember to include your signature on all correspondence with the Settlement Facility. There is no deadline to withdraw your claim.

By withdrawing you will no longer be eligible to receive settlement benefits or file a lawsuit against any of the released parties.

Q9-4. What are the acceptable methods to mail or deliver my Participation Form to the Settlement Facility?

Mail or deliver the Participation Form to the Settlement Facility using one (1) of the following three (3) delivery methods:

1. Use a delivery service (e.g., Federal Express, Airborne Express, U.P.S., etc.) and make sure that the airbill or invoice clearly lists the date of mailing as on or before [T.B.D.] if you are withdrawing your claim or on or before [T.B.D.] if you are rejecting settlement and intend to file a lawsuit against DCC Litigation Facility, Inc.; OR

2. Mail the Participation Form by United States certified or registered mail as long as the certified or registered mail is postmarked on or before [T.B.D.] if you are withdrawing your claim or on or before [T.B.D.] if you are rejecting settlement and intend to file a lawsuit against DCC Litigation Facility, Inc. Please check with the U.S. Post Office on how to send a certified or registered letter so that it has the correct postmark (for claimants who reside outside of the U.S., the Settlement Facility will rely on the postmark date used by your country's version of "certified" or "registered" mail); OR

3. If you mail the Participation Form by regular U.S. mail or by using a national mail service in the country in which you reside, then the Participation Form must be *received* by the Settlement Facility by 5:00 p.m. Central Time on or before [T.B.D.] if you are withdrawing your claim and on or before [T.B.D.] if you are rejecting settlement and intend to file a lawsuit against DCC Litigation Facility, Inc. It is important to mail your Participation Form early enough so that the Settlement Facility *receives* it on or before the applicable deadline. The postmark date on the envelope will **NOT** be used by the Settlement Facility if you use regular U.S. mail or a national mail service in a country other than the U.S.

PART B – EFFECTIVE DATE

Q9-5. What is the Effective Date?

The Effective Date — which has not yet occurred — is the date when all preconditions listed in the settlement documents (Sections 7.1 and 7.2 of the Amended Joint Plan of Reorganization) have been met. Some of these preconditions include:

1. There is a final order confirming (approving) the Amended Joint Plan of Reorganization of Dow Corning; *and*
2. All appeals of such confirmation must be completed; *and*
3. The order confirming the Amended Joint Plan approves and provides for the implementation of various settlement documents such as the Domestic Health Insurer Settlement Agreement.

Once all of the preconditions are met, the Plan Documents will be signed and there will be an "Effective Date." You will receive a notice in the mail when the Effective Date occurs. Settlement payments can then be made on all approved claims.

PART C – DEADLINES TO APPLY FOR SETTLEMENT PAYMENTS

Q9-6. What is the deadline to submit my Proof of Manufacturer Form and supporting medical records or documents for proof of manufacturer?

You must complete and submit your Proof of Manufacturer Form (the blue edge) and supporting medical records or documents on or before fifteen (15) years after the "Effective Date." *(Read Q9-5 for more information about the Effective Date.)* Please note, however, that you can receive payment for Explant, Rupture, and Expedited Release or Disease only after you have first completed and submitted the Proof of Manufacturer Form and medical records or documents.

Q9-7. What is the deadline to submit my $3,000 (U.S.) Explant Payment Claim Form and supporting medical records?

You must complete and submit the $3,000 (U.S.) Explant Payment Claim Form (the yellow edge) and supporting medical records on or before ten (10) years after the Effective Date.

Q9-8. What is the deadline to submit my Expedited Release Payment Claim Form?

You must complete and submit the $1,200 (U.S.) Expedited Release Payment Claim Form (the red edge) on or before three (3) years after the Effective Date.

Q9-9. What is the deadline to submit my $15,000 (U.S.) Rupture Payment Claim Form and supporting medical records?

You must complete and submit the $15,000 (U.S.) Rupture Payment Claim Form (the green edge) and supporting medical records on or before two (2) years after the Effective Date.

Q9-10. What is the deadline to submit my Disease Payment Claim Form and supporting medical records?

You must submit the Disease Payment Claim Form (the red edge) and supporting medical records on or before fifteen (15) years after the Effective Date. *(Read the Disease Claimant Information Guide for more information.)*

Q9-11. What are the acceptable methods to mail or deliver my Claim Forms to the Settlement Facility?

Mail or deliver the Claim Forms to the Settlement Facility using one (1) of the following three (3) delivery methods:

1. Use a delivery service (e.g., Federal Express, Airborne Express, U.P.S., etc.) and make sure that the airbill or invoice clearly lists the date of mailing as on or before the deadline; OR
2. Mail the Claim Forms by U.S. certified or registered mail as long as the certified or registered mail is postmarked on or before the deadline. Please check with the U.S. Post Office on how to send a certified or registered letter so that it has the correct postmark (for claimants who reside outside of the U.S., the Settlement Facility will rely on the postmark date used by your country's version of "certified" or "registered" mail); OR
3. If you mail the Claim Forms by regular U.S. mail or by using a national mail service in the country in which you reside, then the Claim Forms must be received by the Settlement Facility by 5:00 p.m. Central Time on or before the deadline. It is important to mail your Claim Forms early enough so that the Settlement Facility receives them on or before the deadline for that settlement benefit. The postmark date on the envelope will **NOT** be used by the Settlement Facility if you use regular U.S. mail or a national mail service in a country other than the U.S.

Q9-12. What if a deadline falls on a Saturday, Sunday or federal holiday?

If a deadline falls on a Saturday, Sunday or federal holiday, the deadline is the next business day.

Q9-13. What are the deadlines to correct problems on my claim submission?

If there is a problem with your claim, the Settlement Facility will inform you of the problem in writing. Depending on the type of claim you submitted, the deadline to correct the problem will differ. Review the chart below. If you do not correct the problem within the time frame allowed, then your claim will be denied, and you will not be able to recover payment for that Settlement Option. If you do not correct any problems with your disease claim within the time allowed, then you will be limited in the future to applying for a new compensable condition that manifests after the conclusion of the one (1) year period to cure the deficiency.

Settlement Option	Time to correct problem
Explant	six (6) months from the date of the letter notifying you of the problem
Rupture	six (6) months from the date of the letter notifying you of the problem
Disease	one (1) year from the date of the letter notifying you of the problem
Expedited Release	You must correct the problem by fifteen (15) years after the Effective Date

Q9-14. If I move and forget to notify the Settlement Facility in writing, my Notification of Status letter might take days or weeks to be forwarded to my new address. Will any of the time periods and deadlines be extended because of this?

No, unless your move occurred close in time to the date of the Notification of Status letter in which case the Claims Administrator will review and make individual case determinations. It is your responsibility to notify the Settlement Facility of any address change.

Q9-15. I moved and did not notify the Bankruptcy Court or Settlement Facility of my new address and I missed the deadline to file the Participation Form to elect to withdraw or litigate. Can I file it now?

No. You have an affirmative obligation to update your address with the Settlement Facility and the Bankruptcy Court.

SECTION 10 – CONTACT INFORMATION

Q10-1. How can I contact the Settlement Facility with a question?

Call 1-866-874-6099 Toll Free or send a question by e-mail to the Settlement Facility at info@sfdct.com.

Q10-2. What is the mailing address of the Settlement Facility?

All Claim Forms and correspondence to the Settlement Facility should be sent to the following address:

Settlement Facility-Dow Corning Trust
P.O. Box 52429
Houston, TX 77052-2429
U.S.A.

-OR-

Settlement Facility-Dow Corning Trust
P. O. Box 94355
1090 GJ Amsterdam
The Netherlands

For overnight delivery address, use:
Settlement Facility-Dow Corning Trust
3100 Main Street, Suite 700
Houston, TX 77002
U.S.A.

Q10-3. Can I check the status of my claim on the Settlement Facility website?

No. As of the date of the publication of this Claimant Information Guide, the Settlement Facility's website did not permit the checking of individual claims. However, the Settlement Facility hopes to make that service available. Please check our website at www.dcsettlement.com.

Q10-4. Can I e-mail my completed Claim Forms to the Settlement Facility?

No.

Q10-5. Can I fax my Claim Forms and documents to the Settlement Facility?

No, unless you have received written permission from the Settlement Facility beforehand.

Q10-6. How can I contact the Tort Claimants' Committee?

The Tort Claimants' Committee ("TCC") has a website that you can visit at www.tortcomm.org. You can also send them an e-mail at info@tortcomm.org. If you do not have access to a computer or the Internet, you can write to the TCC at:

Tort Claimants' Committee
P.O. Box 61406
Houston, TX 77208-1406
U.S.A.

Q10-7. Can I contact the Tort Claimants' Committee for legal assistance on my claim?

No. The Tort Claimants' Committee cannot act as your attorney or advise you on your case or claim.

Q10-8. I moved since I sent my proof of claim to the Bankruptcy Court. Can I e-mail my new address to you or give it to you over the telephone?

No. Changes in address must be made in writing, signed by you or your attorney or representative. There is a place on your Claim Forms to indicate that your name, address or other personal information has changed since your last contact with the Bankruptcy Court or MDL Claims Office.

Q10-9. I sent my Proof of Claim form to the Bankruptcy Court in 1997. I have since married and changed my name. How can I update my file with my new married name?

Changes in name must be made in writing, signed by you or your attorney or representative. There is a place on your Claim Forms to indicate that your name, address or other personal information has changed since your last contact with the Bankruptcy Court or MDL Claims Office. If you have more than one (1) name change, please list all former names that are associated with your Social Security Number or Claim Number on a separate piece of paper and return this with your Participation Form or Claim Form.

SECTION 11 – ATTORNEY FEES AND EXPENSES

Q11-1. What attorney fees are allowed on my settlement benefits?

Fees charged by an attorney cannot exceed the sum of —

1. 10% of the first $10,000 (U.S.);
2. 22.5% of the next $40,000 (U.S.); and
3. 30% of the amount in excess of $50,000 (U.S.) paid.

Q11-2. Are attorney's fees allowed on the $3,000 (U.S.) Explant Payment?

No.

Q11-3. Are attorney's fees allowed on the $1,200 (U.S.) Expedited Release Payment?

No, but certain expenses may be deducted as described in Q11-4.

Q11-4. What expenses can my attorney deduct from any payments I receive from the Settlement Facility?

Certain expenses — if allowable under applicable law and the individual arrangement between you and your attorney — can be charged against your payment if they are solely attributable to your claim or case. Chargeable expenses are limited to the following types of cost incurred on your behalf: medical evaluation expenses, expenses incurred in obtaining copies of your medical records, medical bills paid on your behalf, court costs, court reporter expenses, expert witness fees, expenses of medical witnesses, and travel costs incurred for depositions or court appearances in your case.

Q11-5. Can my attorney be reimbursed out of my $3,000 (U.S.) Explant Payment for out-of-pocket expenses (s)he paid on my behalf? (These expenses were *not* related to my explantation surgery; they have to do with things like ordering copies of my medical records, delivery services, long-distance calls, and the like.)

No.

Q11-6. If my attorney paid more than $3,000 (U.S.) to help me pay to have my breast implants taken out, is (s)he entitled to keep my $3,000 (U.S.) Explant Payment?

Yes, if your attorney paid that money for the surgery for which your Explant Payment was made and has not been reimbursed.

Q11-7. I was approved in the FSP for ACTD Level "A" at $50,000 (U.S.). However, this amount was reduced to $25,000 (U.S.) because I also had a silicone gel Dow Corning breast implant. My attorney received $4,375 (U.S.) from the $25,000 (U.S.) for his fees. Does the amount I recovered in the FSP count toward the attorney fee schedule in this settlement program or does the calculation start over at 10% of the first $10,000 (U.S.)?

Your recovery from the RSP or FSP is included here for purposes of calculating your attorney fees. If you recovered the remaining $25,000 (U.S.) on your ACTD "A" claim from the Settlement Facility, attorney fees would be calculated as follows: 10% of the first $10,000 (U.S.) or $1,000 (U.S.) in attorneys fees, plus 22.5% of $40,000 (U.S.) or $9,000 (U.S.). Thus, the total attorneys fees on your combined $50,000 (U.S.) recovery are $10,000 (U.S.). Since your attorney has already received $4,375 (U.S.) in fees from your RSP or FSP award, (s)he would receive an additional $5,625 (U.S.) in attorneys fees from your Dow Corning award.

Q11-8. I had an attorney but now want to handle the claim myself. What do I need to do?

Write a letter to the Settlement Facility asking that your attorney be removed as the attorney of record. The Settlement Facility will notify the lawyer and (s)he may then assert a lien on any recovery you may receive. Be sure to put your full name and Social Security Number or Claim Number on the letter. If your attorney continues to assert a claim for a fee for the earlier representation, any benefit check will be made jointly payable to you and your attorney.

Q11-9. If I choose to litigate against DCC Litigation Facility, Inc., how much can my attorney keep for fees?

Generally, the payment of your attorney's fees will be governed by the individual agreement between you and your attorney and any applicable law.

Q11-10. I opted-out of the RS or FSP, but I want to settle my claim for my Dow Corning breast implant in the Settlement Facility. What attorney fees will I be responsible for from my payment from the Settlement Facility?

Fees charged by an attorney cannot exceed the sum of:

1. 10% of the first $10,000 (U.S.);
2. 22.5% of the next $40,000 (U.S.); and
3. 30% of the amount in excess of $50,000 (U.S.) paid.

SECTION 12 – CLAIMS FILED ON BEHALF OF AN ESTATE OF A DECEASED CLAIMANT

Q12-1. My wife/mother died several years ago. What do I need to do to file a claim on behalf of her estate?

Only the properly appointed executor or administrator of an estate can file a claim, so you will need to provide the Settlement Facility with evidence that you have been appointed to serve in one of those capacities.

Q12-2. How can I be appointed as executor or administrator of the estate?

This is a matter of law in your country. Contact the court for the area in which you live and ask for the information or speak with an attorney.

Q12-3. It may take some time to get the right papers appointing me as the executor or administrator. Can my wife's (or mother's) claim be processed now without this appointment?

The Settlement Facility can accept and process the claim but we cannot pay the claim until we receive the proper papers showing that you have been appointed the executor or administrator of her estate.

Q12-4. Can the Claims Assistance Program help me with probate issues?

No. The Claims Assistance Program cannot advise you concerning probate or guardianship matters. This is a matter of state law.

SECTION 13 – REIMBURSEMENT AND LIENS

Q13-1. What is the agreement that was reached with the health care providers, and how does it affect me?

An agreement was reached between the Plan Proponents (Dow Corning and the Tort Claimants' Committee) and certain U.S. health insurers which provides a separate fund for insurers to recover. Settling health insurers are required to release any claims for reimbursement or subrogation against any personal injury claimant. To determine if your insurer is one of the settling health insurers, call the Settlement Facility Toll Free at 1-866-874-6099. If your health insurer is a settling insurer, you will not be required to reimburse or repay that insurer with any settlement benefits you recover in the Settlement Facility.

Q13-2. My insurance company paid for 80% of the cost of my implant removal surgery. Can I still receive the Explant Payment?

Yes. If your insurance company settled its claims against Dow Corning, the insurance company cannot file a claim for reimbursement against any of your settlement benefits and/or require you to reimburse or repay the insurance company for any medical expenses paid on your behalf.

Q13-3. My insurance company is not on the list of settling insurers. What effect does that have on my claim?

If your insurance company did not settle its claims against Dow Corning, it may request that the Settlement Facility notify the insurance company when payment of your claim has been approved. Although this notice will not delay the payment of your claim, it will place your insurance company on notice of your settlement and they may attempt to recover any amount of your settlement payment directly from you in accordance with the insurance contract. For further information concerning this, consult your own attorney.

Q13-4. My former attorney indicated that he might file a lien claim for out-of-pocket expenses and fees. If he does file a claim, how will that be handled?

If your attorney files a lien claim, the Settlement Facility will notify you and advise you of the procedures to handle resolution of the issue and the processing of any settlement check.

Q13-5. If my former attorney filed a lien against me in the RSP, is it still valid in the Settlement Facility?

No.

Q13-6. I had Dow Corning Silastic II breast implants that were implanted after November 1, 1986. I was eligible to participate in Dow Corning's Product Replacement Expense Program (P.R.E.P.) and received a payment of $600.00 (U.S.). Will that amount be deducted from any of my settlement payments that I may receive from the Settlement Facility?

No. Payments received under Dow Corning's P.R.E.P. will not be deducted from any of the settlement benefits available from the Settlement Facility.

Q13-7. My Dow Corning breast implants ruptured. I was able to have the implants removed by participating in the Dow Corning Removal Assistance Program. I received $1,200.00 (U.S.) for my uninsured medical expenses. Will that amount be deducted from any of my settlement payments that I may receive from the Settlement Facility?

Yes. Payments received under Dow Corning's Removal Assistance Program will be deducted from any allowed amount of your settlement benefits from the Settlement Facility.

GLOSSARY OF TERMS

This Glossary of Terms defines some of the terms used in the Claimant Information Guide.

"Case Management Order:"

A written order that was issued by Judge Denise Page Hood of the United States District Court for the Eastern District of Michigan on November 13, 2000. The Case Management Order, also called the "CMO," describes some of the rights and duties of claimants against DCC Litigation Facility, Inc. who wish to litigate – rather than settle – their claims.

"Class of claimants:"

A grouping of claimants created for purposes of the Amended Joint Plan. The groupings are specified in the Plan. The claimants are divided into Classes based on the types of implants received by claimants and the different countries in which the claimants live, are citizens, or received their implants.

"Deficiency:"

In the Settlement Facility-Dow Corning Trust, a "deficiency" means that the proof submitted does not meet the requirements for the Settlement Facility to approve the claim.

"Effective Date:"

Read Q9-5 of this Claimant Information Guide.

"Explant:"

To remove an implant by surgical procedure.

"Litigation" or "litigate:"

To resolve a dispute through the court system. Litigation involves the filing of a lawsuit in a court before a judge.

"Manifested injury:"

Under the Plan a "manifested injury" means that the claimant has an illness or symptoms of sufficient severity to support a disease payment under either Disease Option 1 or Disease Option 2.

"MDL Claims Office:"

The claims office that is administering the settlement of the claims against implant manufacturers other than Dow Corning. The MDL Claims Office is administering the Revised Settlement Program, also known as the "RSP."

"Operative report:"

A report issued by a doctor about a surgical operation on a person. An operative report may be kept in the records of a doctor or of the hospital or other medical facility at which the surgical operation was performed.

"Original global settlement:"

A class action settlement in 1994 of claims against a group of breast implant manufacturers and suppliers.

"Settlement Facility:"

The entity that administers the settlement of personal injury claims involving Dow Corning products.

"TMJ:"

An abbreviation for "temporo-mandibular joint." The TMJ is the hinge at which a person's lower and upper jaws connect with each other.

TAB I

ACCEPTABLE PROOF OF MANUFACTURE

PART I
BREAST IMPLANT CLAIMANTS

TAB I, PART I

BREAST IMPLANT CLAIMANTS

Part I of this Schedule lists the company name, implant brands and manufacturer names that may be used in medical records to describe a Dow Corning Breast Implant. The brand/manufacturer names listed in Part A below identify a Dow Corning product if the Claimant submits acceptable Proof of Manufacturer, as defined in the instructions to the Proof of Manufacturer Form.

In determining the acceptability of manufacturer proof, the Claims Administrator shall apply the protocols and procedures developed in connection with the Revised Settlement Program for evaluating documentation of manufacturer proof, including procedures for evaluating Claims submitted with inconsistent, incomplete or contradictory manufacturer proof.

A. Brand and Implant Names for Dow Corning Breast Implants.

BRAND/MANUFACTURER NAME	**STATUS**
Cronin	Covered: 1963-1971
Dow Corning, Dow Corning Wright, DC, or DCW	Covered
Mueller, V. or V. Mueller	Covered for implants implanted after 1/1/68 and before 8/31/74
SILASTIC or Silastic	Covered
SILASTIC II or Silastic II	Covered
SILASTIC MSI or Silastic MSI	Covered
Varifil	Covered
If the medical or hospital records says only "silastic-type" (lower case) without any additional identifying information (e.g., lot or catalog number)	Not Covered
"silastic" — in all lower case letters — contained in the contemporaneous operative report for breast implantations occurring prior to 1969 provided there is no other information in the Claimant's records inconsistent with a Dow Corning product. This shall be used as a brand name only if the Claimant does not have explant records demonstrating a unique identifier.	Covered.
"silastic" — in all lower case letters — for implantations during or after 1969.	Not Covered.

TAB I

ACCEPTABLE PROOF OF MANUFACTURE

PART II
OTHER PRODUCTS CLAIMANTS

TAB I, PART II

OTHER PRODUCTS CLAIMANTS

Parts A and B of this Schedule I, Part II lists the implant brands and manufacturer names that may be used in medical records to describe a Dow Corning Other Product. The following brand/manufacturer names identify Dow Corning products if (i) the form of acceptable proof is as specified in the instructions to the Proof of Manufacturer Form; (ii) it is clear from the Claimant's records as a whole (including product descriptions and any lot or catalog references) that the brand/manufacturer name was used in those records to signify a Dow Corning product and not simply as a generic statement signifying the use of an other product implant (examples of generic references include the terms "silastic-type" and "silastic" (all lower case)); (iii) there is nothing in the records that is inconsistent with the conclusion that the brand/manufacturer name is a Dow Corning product; and (iv) the dimensions, design, shape, chemical make-up and unique identifiers are consistent with a Dow Corning product. Examples of inconsistent information include lot, size, catalog number, brand or style descriptions that do not describe any known Dow Corning product or that are consistent with another manufacturer's product.

A. Acceptable Brand/Manufacturer Names.

These are covered if they appear in the medical records together with an acceptable product name.

1. Dow Corning, Dow Corning Wright, DC or DCW
2. SILASTIC®

B. Acceptable Product Names.

PRODUCT NAMES	YEARS	DIMENSIONS
HIP OR KNEE JOINT		**Dimensions provided as necessary to the Claims Office.**
Aufranc Turner Total Hip Prosthesis		
Centralized Runner™ EMB Tibial Prosthesis		
Centralized Runner™ Metal Base Tibial Component		
CFS™ Total Patello-Pemoral Replacement		
Elliptical Neck/Eccentric Cup Total Hip Prosthesis		
EVOLUTION™ Hip		
EXSRP™ Hip		
Gustilo Total Knee		
INFINITY™ Hip		
Lacey Condylar Knee		

PRODUCT NAMES	YEARS	DIMENSIONS
HIP OR KNEE JOINT		**Dimensions provided as necessary to the Claims Office.**
Lacey P.F.C.®		
Lacey PFC™		
Lacey Posterior Stabilized Knee		
Lacey Primary Condylar Knee		
Lacey Primary Knee		
Lacey Primary Total Knee		
Lacey Rotating Hinge Knee		
Lacey Total Knee System		
McCutchen Hip		
NEXUS™ Hip		
Ortholoc® Advantim™ Total Knee System		
R.A.M. Total Knee		
SILASTIC® Bone Plug [hip or knee]		
SLR™ Bipolar Hip Endoprosthesis		
SLT McCutchen Hip		
S.O.S.™ Segmented Oncology System		
SSA™ Hip		
TF-II™ Total Hip System		
TITAN™ Hip Prosthesis		
U.C.I. Knee		
Whiteside Calcar Hip		
Whiteside EPS® Hip		
Whiteside Hip		
Whiteside Knee		
Whiteside Long Stem Revision Hip		
Whiteside Modular Revision Knee		
Whiteside Ortholoc® I Modular Knee		

PRODUCT NAMES	YEARS	DIMENSIONS
HIP OR KNEE JOINT		**Dimensions provided as necessary to the Claims Office.**
Whiteside Ortholoc® II Modular Knee		
Whiteside Ortholoc® II-C Modular Knee		
Whiteside Ortholoc® Modular Knee		
Whiteside Ortholoc® Modular Revision Knee		
Wright Choice Hip		

PRODUCT NAMES	YEARS	DIMENSIONS		
CHIN				
SILASTIC® brand Chin Implant	1968-1992	Size	Length mm	Width mm
SILASTIC® brand Chin Implant, Safian Technique	1968-1992	Small Medium Small Medium Large	30 34 38 48	5 7 8 8
Dow Corning SILASTIC® brand Chin Implant, Safian Technique	1968-1992			
Dow Corning SILASTIC® brand Gel Chin Implant	1978-1992	Size	Length mm	Width mm
Dow Corning SILASTIC® brand Chin Implant (Snyder Design)	1978-1992	3 mm 5 mm 7 mm 9 mm	21 27 33 42	3 5 7 9
Dow Corning SILASTIC® brand Chin Implant (Snyder Design) Q7-2307	1978-1992			

PRODUCT NAMES NOSE – (SOLID ELASTOMER) IMPLANT	YEARS	DIMENSIONS
SILASTIC® brand Rhinoplasty Implant, Safian Technique	1965-1992	Size: Small / Medium / Large Length mm: 29 / 29 / 29 Depth mm: 4.8 / 6.0 / 8.0
Dow Corning SILASTIC® brand Rhinoplasty Implant, Safian Technique	1965-1992	
Dow Corning Wright SILASTIC® Brand Nasal Implant, S-Type (Shirakabe Design)	1982-1992	Size: I, II, III & Soft Length (mm): 35 Length (mm): 60 Width (mm): 9.5

PRODUCT NAMES	YEARS	DIMENSIONS
TESTICULAR		
(Solid Elastomer) Type		
SILASTIC® brand Testicular Prosthesis	1963-1972	Size: Youth / Adult Diameter: 2 cm / 2 1/2 cm x Height: 2 1/2 cm / 3 1/2 cm
Dow Corning SILASTIC® brand Testicular Prosthesis	1963-1972	
(Gel Filled) Type Initial Product Model		Size: Child / Youth / Adult (avg) / Adult (lge) Width (cm): 2.0 / 2.4 / 2.8 / 3.0 x Heigth (cm): 2.5 / 3.4 / 4.2 / 4.7
SILASTIC® brand Gel-filled Testicular Implant (Lattimer Design)	1972-1979	
Dow Corning SILASTIC® brand Gel-Filled Testicular Implant, (Lattimer Design)	1972-1979	
Second Product Model		
Dow Corning SILASTIC® brand Gel-Filled Testicular Implant II, (Lattimer Design)	1979-1992	
Dow Corning SILASTIC® brand Q7-2461 Testicular Implant II, (Lattimer Design)	1979-1992	

PRODUCT NAMES	YEARS	DIMENSIONS
PENILE *No inflatable silicone penile prostheses are Dow Corning products*		
(Lash Design)		
Dow Corning SILASTIC® brand Penile Implant, (Lash Design)	1967-1973	Length 12cm; Width 10mm; Height 12mm
Dow Corning Penile Implant (Lash-Loeffler Design)	1967-1973	
(Pearman Design)		
Dow Corning SILASTIC® brand Penile Implant (Pearman Design)	1968-1973	Length 13.5cm; Width 13mm
SILASTIC® Inter-Corpus Cavernosum, (Pearman Design)	1968-1973	
(Gerow Design)		
SILASTIC® Penile Implant (Gerow Design)	1978-1984	Size: Small, Medium, Large; Width Length (cm): 10.5, 11.7, 13.1; Width Distal (cm): 2.22, 2.22, 2.22; Proximal (cm): 1.71, 1.69, 1.68
SILASTIC® brand Penile Implant (Gerow Design)	1978-1984	
Dow Corning SILASTIC® brand Penile Implant (Gerow Design)	1978-1984	
Dow Corning SILASTIC® brand Penile Implant (Gerow Design, Patent Number 3,991,752)	1978-1984	
Penile Implant/Paired Set Design (Subrini Design) (U.S.A. labeling) Dow Corning SILASTIC® brand Penile Implant (Subrini Design) Penile Implant/Paired Set Design (Subrini Design (European labeling) SILASTIC® Penile Penis Penieene Penien Peneal Implant H.P. (Subrini Design)	1978-1991 1979-1991	Size: 10 mm, 11 mm; Length Distal (mm): 80, 90; Proximal (mm): 120, 110; Diameter (mm): 10, 11

PRODUCT NAMES	YEARS	DIMENSIONS
TEMPOROMANDIBULAR JOINT		
Wilkes Temporomandibular Joint Implant (A spacer constructed of paddle-shaped SILASTIC® silicone sheeting manufactured by Dow Corning)	1987-1992	(in mm) L W Th Size 1 50 20 0.8 Size 2 55 22 0.8 Size 3 61 24 0.8
SILASTIC® Temporomandibular Joint Implant H.P. (A spacer constructed of paddle-shaped SILASTIC® silicone sheeting manufactured by Dow Corning) of:	1987-1992	
Sheeting Used in TMJ:		
SILASTIC® Medical Grade Sheeting	1964-1992	8” x 6” x .005” Non-Reinforced .010” .020” .040” .062” .060” (1979)
SILASTIC® Brand Sheeting	1964-1992	8” x 6” x .007” Reinforced .020” .030” .040” 8” x 6” x .040” Non-Reinforced, Extra Firm .080” .120”
SILASTIC® Brand H.P. Sheeting	1984-1992	8” x 6” x .020” .030” .040” .080”
Block Used in TMJ:		
SILASTIC® Block also known as SILASTIC® Medical Grade Block (soft, medium, and firm) {Qualifies only if used in TMJ}	1964-1992	2 3/4” x 4 1/2” x 1/2” (66 mm x 109 mm x 130 mm)

PRODUCT NAMES	YEARS	DIMENSIONS
ANGLED GREAT TOE		
SILASTIC® ANGLED GREAT TOE IMPLANT, H.P. (SWANSON DESIGN) WEIL MODIFICATION	1978-1993	Oval Shape (3 sizes) Short Diameter: 13 - 16 mm Long Diameter: 15 - 18 mm Stem Length: 12 - 17 mm

PRODUCT NAMES	YEARS	DIMENSIONS
GREAT TOE		
SILASTIC® GREAT TOE IMPLANT (SWANSON DESIGN)	1970-1975	Oval Shape (5 sizes) Short Diameter: 12 - 18 mm Long Diameter: 14 - 21 mm Overall Length: 18 - 28 mm
SILASTIC® GREAT TOE IMPLANT H.P., (SWANSON DESIGN)	1975-1993	Oval Shape (5 sizes) Short Diameter: 11 - 17 mm Long Diameter: 13 - 20 mm Overall Length: 18 - 32 mm
SILASTIC® GREAT TOE IMPLANT H.P. (SWANSON DESIGN) Small Stem	1984-1993	Oval Shape (5 sizes) Short Diameter: 11 - 17 mm Long Diameter: 13 - 20 mm Overall Length: 18 - 32 mm
Dow Corning Wright Swanson Titanium Great Toe Implant	1987-1993	Oval Shape Head (5 sizes) Overall Height: 12 - 17 mm Head Length: 13 - 20 mm Head Width: 11 - 17 mm

PRODUCT NAMES	YEARS	DIMENSIONS
HAMMER TOE		
SILASTIC® H.P. HAMMERTOE IMPLANT (SWANSON TYPE) WEIL DESIGN	1982-1986	(7 sizes) Diameter: 6 - 8 mm Stem length: 8.4 - 9.1 mm Width: 2.0 - 5.3 mm
SILASTIC® H.P. 100 HAMMERTOE IMPLANT (SWANSON TYPE) WEIL DESIGN	1987-1992	(7 sizes) Diameter: 6 - 8 mm Stem length: 8.4 - 9.1 mm Width: 2.0 - 5.3 mm

PRODUCT NAMES	YEARS	DIMENSIONS
FLEXIBLE HINGE TOE		
SILASTIC® FLEXIBLE HINGE TOE IMPLANT H.P. (SWANSON DESIGN)	1978-1985	(14 sizes) Length: 28 - 73 mm Width: 8 - 21 mm Thickness: 5 - 12 mm
SILASTIC® H.P. 100 SWANSON FLEXIBLE HINGE TOE IMPLANT (Regular stems)	1986-1993	(14 sizes) Length: 28 - 73 mm Width: 8 - 21 mm Thickness: 5 - 12 mm
SILASTIC® H.P. 100 SWANSON FLEXIBLE HINGE TOE IMPLANT (Small Stem)	1986-1993	(6 sizes) Length: 37 - 51 mm Width: 16 - 20 mm Thickness: 8 - 11 mm

PRODUCT NAMES	YEARS	DIMENSIONS
WRIST		
SILASTIC® WRIST JOINT PROSTHESIS, SWANSON DESIGN	1971-1974	(5 sizes) Length: 75 - 137 mm Width: 16 - 28 mm Thickness: 7 - 10 mm
SILASTIC® WRIST JOINT HP (RADIOCARPAL), SWANSON DESIGN	1975-1985	(5 sizes) Length: 75 - 137 mm Width: 16 - 28 mm Thickness: 7 - 10 mm
SILASTIC® WRIST JOINT HP (RADIOCARPAL), SWANSON DESIGN, WIDE	1982-1985	(5 sizes) Length: 75 - 137 mm Width: 19 - 35 mm Thickness: 7 - 10 mm
SILASTIC® WRIST JOINT IMPLANT HP 100 SWANSON DESIGN (WIDE MID-SECTION WITH SHORT DISTAL STEM)	1986-1993	(5 sizes) Length: 63 - 109 mm Width: 19 - 35 mm Thickness: 7 - 10 mm
SILASTIC® WRIST JOINT IMPLANT HP 100 SWANSON DESIGN (WIDE MID-SECTION WITH SHORT DISTAL STEM WITH GROMMETS)	1991-1993	(5 sizes) Length: 63 - 109 mm Width: 19 - 35 mm Thickness: 7 - 10 mm

PRODUCT NAMES	YEARS	DIMENSIONS
STA-PEG		
Dow Corning Wright Smith Subtalar Peg	1981-1987	(2 sizes) Oval Shape Head Diameter: 11 - 12 mm Head Height: 5 - 7 mm Stem Length: 8 - 10 mm
Dow Corning Wright STA-Peg Subtalar Arthrorisis Implant (Smith Design)	1985-1993	(2 sizes) Oval Shape Head Diameter: 11 - 12 mm Head Height: 5 - 7 mm Stem Length: 8 - 10 mm
Dow Corning Wright STA-Peg (Angled) Subtalar Arthrorisis Implant (Smith Design)	1985-1993	(3 sizes) Angled Shape Head Diameter: 10 - 12 mm Head Height: 4 - 8 mm Stem Length: 8 mm

PRODUCT NAMES	YEARS	DIMENSIONS
CARPAL LUNATE		
SILASTIC® CARPAL LUNATE IMPLANT (SWANSON DESIGN)	1970-1976	(3 sizes) Length (Head): 15 - 18 mm Width (Head): 12 - 16 mm Length (Stem): 8 - 10 mm
SILASTIC® H.P. CARPAL LUNATE IMPLANT (SWANSON DESIGN)	1977-1990	(5 sizes) Length (Head): 15 - 20 mm Width (Head): 15 - 19 mm Length (Stem): 6 - 8 mm
SILASTIC® CARPAL LUNATE IMPLANT C.S.E., (SWANSON DESIGN)	1987-1993	(5 sizes) Length (Head): 15 - 20 mm Width (Head): 15 - 19 mm Length (Stem): 6 - 8 mm
Dow Corning Wright Swanson Titanium Carpal Lunate Implant	1990-1993	(5 sizes) Length (Head): 13 - 19 mm Width (Head): 15 - 20 mm Height (Head): 10 - 15 mm

PRODUCT NAMES	YEARS	DIMENSIONS
CARPAL SCAPHOID		
SILASTIC® CARPAL SCAPHOID PROSTHESIS (SWANSON DESIGN)	1970-1977	(3 sizes, right; 3 sizes, left) Width (Head): 13 - 16 mm Thickness: 10 - 12 mm
SILASTIC® SWANSON CARPAL SCAPHOID IMPLANT, CSE (ORIGINAL DESIGN)	1987-1993	(5 sizes, right; 5 sizes, left) Width: 11 - 18 mm Thickness (no Stem): 9 - 15 mm
SILASTIC® SWANSON CARPAL SCAPHOID IMPLANT, H.P.	1977-1989	(7 sizes, right; 7 sizes, left) Width (Head): 16 - 24 mm Thickness: 11 - 18 mm Length (Stem): 6 - 9 mm
Dow Corning Wright Swanson Titanium Carpal Scaphoid Implant	1988-1993	(5 sizes, right; 5 sizes, left) Length: 25 - 32 mm Width: 12 - 16 mm Thickness: 10 - 13 mm

PRODUCT NAMES	YEARS	DIMENSIONS
RADIAL HEAD		
SILASTIC® Radial Head Prosthesis (Swanson Design)	1970-1975	(3 sizes) Overall Length: 35-43 mm Diameter (Head): 19-24 mm Height (Head): 10-15 mm
SILASTIC® Radial Head Implant H.P., (Swanson Design)	1975-1986	(8 sizes, includes x-long) Overall Length: 32-55 mm Diameter (Head): 19-23 mm Height (Head): 10-22 mm
SILASTIC® H.P. 100 SWANSON RADIAL HEAD IMPLANT	1987-1993	(8 sizes, includes x-long) Overall Length: 32-55 mm Diameter (Head): 19-23 mm Height (Head): 10-22 mm

PRODUCT NAMES	YEARS	DIMENSIONS
SCAPHOLUNATE		
SILASTIC® SCAPHOLUNATE H.P. (Swanson Design)		(4 sizes, left; 4 sizes, right) Length: 34 - 42 mm Width: 16 - 19 mm Thickness: 15 - 19 mm

PRODUCT NAMES	YEARS	DIMENSIONS
TRAPEZIAL		
SILASTIC® TRAPEZIAL IMPLANT H. P. (ASHWORTH-BLATT DESIGN)	1979-1993	(2 sizes) Head Diameter: 16-19 mm Stem Diameter: 5-9 mm Stem Length: 5.3 mm

PRODUCT NAMES	YEARS	DIMENSIONS
TRAPEZIUM		
SILASTIC® TRAPEZIUM PROSTHESIS, SWANSON DESIGN	1970-1975	(5 sizes) Length: 29-46 mm Diameter (Head): 13-17 mm Thickness (Head): 9-14 mm
SILASTIC® TRAPEZIUM IMPLANT H.P., SWANSON DESIGN	1975-1986	(5 sizes) Length: 27-43 mm Diameter (Head): 12-16 mm Thickness (Head): 9-13 mm
SILASTIC® H.P. 100 SWANSON TRAPEZIUM IMPLANT	1988-1990	(5 sizes) Length: 27-43 mm Diameter (Head): 12-16 mm Thickness (Head): 9-13 mm
SILASTIC® SWANSON TRAPEZIUM IMPLANT CSE	1987-1993	(5 sizes) Length: 27-43 mm Diameter (Head): 12-16 mm Thickness (Head): 9-13 mm

PRODUCT NAMES	YEARS	DIMENSIONS
ULNAR HEAD		
SILASTIC® ULNAR HEAD PROSTHESIS (SWANSON DESIGN)	1970-1975	(4 sizes) Overall Length: 27-41 mm Height (Head): 13-19 mm
SILASTIC® H.P. ULNAR HEAD IMPLANT (SWANSON DESIGN)	1975-1986	(8 sizes) Overall Length: 32-50 mm Diameter (Head): 8-16 mm Height (Head): 14-25 mm
SILASTIC® H. P. 100 SWANSON ULNAR HEAD IMPLANT	1988-1992	(7 sizes) Overall Length: 30-43 mm Diameter (Head): 9-15 mm Height (Head): 12-18 mm

PRODUCT NAMES	YEARS	DIMENSIONS
CONDYLAR		
SILASTIC® CONDYLAR IMPLANT HP, (CONVEX) SWANSON DESIGN	1979-1993	(13 sizes) Oval Shape Overall Height: 8-26 mm Head Length: 6-18 mm Head Width: 4-16 mm

PRODUCT NAMES	YEARS	DIMENSIONS
TENDON PASSER		
SILASTIC® TENDON PASSER H.P. (CAPLIN-YOUNG DESIGN)	1982-1993	(1 size) Oval Shape Head Overall Length: 181 mm Head Length: 6.7 mm Head Width: 5.3 mm

PRODUCT NAMES	YEARS	DIMENSIONS
TENDON SPACER		
SILASTIC® TENDON SPACER H.P. (SWANSON-HUNTER DESIGN)	1978-1993	(4 sizes) Oval Cross Section Length: 240 mm Short Width: 1.5-3 mm Long Width: 3-6 mm

PRODUCT NAMES	YEARS	DIMENSIONS
FINGER JOINTS		
SILASTIC® FINGER JOINT PROSTHESIS (Swanson Design)	1968-1974	(8 sizes) Length: 30-74 mm Width: 11-17 mm Thickness: 5-9 mm
SILASTIC® FINGER JOINT IMPLANT H.P. (Swanson Design)	1975-1985	(11 sizes) Length: 25-81 mm Width: 8-18 mm Thickness: 3-10 mm
SILASTIC® H.P. 100 SWANSON FINGER JOINT IMPLANT	1986-1993	(11 sizes) Length: 25-81 mm Width: 8-18 mm Thickness: 3-10 mm
SILASTIC® H.P. 100 SWANSON FINGER JOINT IMPLANT (with Grommets)	1986-1993	(11 sizes) Length: 25-81 mm Width: 8-18 mm Thickness: 3-10 mm
Swanson Titanium Basal Thumb Implant	1988-1993	(5 sizes) Head Diameter: 9-14 mm Overall Length: 19-26 mm Stem Length: 13-17 mm

TAB I

ACCEPTABLE PROOF OF MANUFACTURE

PART III
SILICONE MATERIAL CLAIMANTS

TAB I, PART III

SILICONE MATERIAL CLAIMANTS

A. Brand/Manufacturer Names

For purposes solely of the Settlement Program for Silicone Material Claimants, the brand/manufacturer names listed at Exhibit G to the Revised Settlement Program (as reproduced at Section C. below) and Exhibit G2 to the Foreign Revised Settlement Program (as reproduced at Section D. below) as attributable to Baxter, Bristol, Cox-Uphoff, Mentor or Bioplasty shall identify a breast implant product covered under the Silicone Material Claimant Settlement Program if the Claimant submits acceptable Proof of Manufacturer as defined at Section B below.

B. Acceptable Proof

The types of proof defined as acceptable under the Revised Settlement Program along with the unique identifiers specified in the Revised Settlement Program for breast implants manufactured by Baxter and Bristol shall be acceptable Proof of Manufacturer for purposes of the Silicone Material Claimant Settlement Program. The types of proof identified as unacceptable proof under the Revised Settlement Program for such manufacturers shall be deemed as unacceptable proof for purposes of the Silicone Material Claimant Settlement Option.

C. EXHIBIT G – Implant Brands and Manufacturers

(Adjusted to include only those identified as Baxter, Bristol, Cox-Uphoff (CUI), Mentor, or Bioplasty. (3M is identified solely for purposes of Section 6.02(d)(v).))

The left-hand column is a list of companies, implant brands, "designer" implant names, and other names or phrases that might be used in medical records to describe a particular type of breast implant. The column to the right identifies the company with which that brand is associated for purposes of the Revised Settlement Program. If implantation date ranges are supplied for an implant, an appropriate notation is to the right of each date range.

Implants noted as Mentor that have a star (*) before Mentor will be treated as Baxter implants if a Baxter lot number can be supplied for that implant.

BRAND/MANUFACTURER NAME	**STATUS IN REVISED PROGRAM**
3M	3M
AHS	Baxter
Aesthetech	Bristol
American Heyer-Schulte	Baxter
American Hospital Supply	Baxter
Ashley Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Baxter	Baxter
Becker	Mentor
Biomanufacturing	Bioplasty
Bio-oncotic	Bioplasty
Bioplasty	Bioplasty
Birnbaum	Baxter
Capozzi Implanted before 9/1/71 Implanted after 8/31/71	 Bristol Baxter
Cavon	Bristol
CBI Medical	Bristol
Cooper Surgical	Bristol
Corbet	Bristol
Cox Uphoff	CUI
CZV/CRS (Croissant Versafil Low Profile)	CUI
Dahl	Bristol
Directa Span	Mentor
DRI	CUI
DRIE	CUI
Edward Laboratories	Baxter
EHP (Enhanced High Profile)	CUI
Edward Weck & Co. Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Flat Span	Mentor

BRAND/MANUFACTURER NAME	STATUS IN REVISED PROGRAM
FZV/SFV (Round Versafil LP Tissue Expander)	CUI
Georgiade	Bristol
Gibney	CUI
Guthrie Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Hartley	Baxter
Heyer-Schulte Implanted before 3/31/84 Implanted after 3/30/84	 Baxter *Mentor
Heyer-Schulte Mentor	Mentor
Intrashiel Implanted before 8/3/84	 3M
Intravent	CUI
IOC (Cylindrical Intraoperative Tissue Expander)	CUI
IOM (Intravent Intraoperative Expander)	CUI
IOS (Spherical Intraoperative Tissue Expander)	CUI
Isle	Mentor
Jenny	Baxter
Jobe	Baxter
Klein	Bioplasty
Mammatech	Bioplasty
Mark/M Surgical Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Markham Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Markham Medical Int'l Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
McGhan Implanted before 8/3/84	 3M
MEC	Bristol

BRAND/MANUFACTURER NAME	**STATUS IN REVISED PROGRAM**
Medical Engineering Corporation	Bristol
Meme	Bristol
Meme ME	Bristol
Meme MP	Bristol
Mentor	Mentor
MFE (Man Facelift Expander)	CUI
Microcell	CUI
Misty	Bioplasty
Misty Gold	Bioplasty
Mueller, V. Implanted 11/1/78 to 3/30/84	 Baxter
Munna	Bristol
Natrashiel	3M
Natural Y Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Norman	Bristol
OHP (Oval High Profile)	CUI
OLP (Oval Low Profile)	CUI
Optimam	Bristol
Pangman	Baxter
Papillon	Bristol
Perras	Bristol
Perras-Papillon	Bristol
Polyurethane Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Poly Plastic Implanted before 9/1/71 Implanted after 8/31/71	 Bristol Baxter
Poly Plastic Adjustable	Baxter
Quin-Seal	Bristol
Radovan	Mentor

BRAND/MANUFACTURER NAME	STATUS IN REVISED PROGRAM
RCP (Round Conical Profile)	CUI
RCR (Ruiz-Cohen Expanders)	CUI
RDD (Reverse Double Lumen DRIE)	CUI
RDL (Reverse Double Lumen)	CUI
RDL-XPAND	CUI
RDX (Round Double Lumen)	CUI
Replicon	Bristol
Reverse Double Lumen	CUI
RHD (Round High Profile)	CUI
RHP (Round High Profile)	CUI
RLD (Round Low Profile DRIE)	CUI
RLP (Round Low Profile)	CUI
Roger Klein	Bioplasty
RTV/RTT (Smooth/Textured)	CUI
Ruiz-Cohen	CUI
RZV/SRV (Rectangular Versafil Tissue Expander)	CUI
SCC (Cylindrical Tissue Expander)	CUI
SCL	Bristol
SCS (Crescent Tissue Expander)	CUI
SEE (Mini-crescent Tissue Expander)	CUI
Seropian	Baxter
SFS (Saline Fill Skin and Tissue Expander)	CUI
SGO (Saline Gel Oval)	CUI
SGR (Saline Gel Round)	CUI
Siltex	Mentor
Siltex Becker	Mentor
Siltex Spectrum	Mentor
SLP (Single Lumen Adjustable)	CUI
SLS (Longitudinally Curved Tissue Expander)	CUI
Snyder	Bristol
SOE (Small Oval Tissue Expander)	CUI
SOS (Ear Shaped Tissue Expander)	CUI

BRAND/MANUFACTURER NAME	**STATUS IN REVISED PROGRAM**
Spectrum	Mentor
SPS (Pear Shaped Tissue Expander)	CUI
SRS (Rectangular Tissue Expander)	CUI
SSS (Spherical Tissue Expander)	CUI
Sterling	Baxter
Summit Medical	Bristol
Surgical Specialties	Bristol
Surgitek	Bristol
SWS (Wedge Shaped Tissue Expander)	CUI
SZR (Round Low Profile Sizer)	CUI
Tabari	Baxter
Tecknar	Mentor
TLL (Triple Lumen Round)	CUI
Travenol	Baxter
Tri-Lumen	CUI
TRL (Tri-Lumen Implants)	CUI
TSO (Triple Lumen Low Profile Oval)	CUI
TSR (Triple Lumen Round Low Profile)	CUI
Uroplasty	Bioplasty
Versafil	CUI
V. Mueller Implanted 11/1/78 to 3/30/84	 Baxter
Vogue	Bristol
Wagner	Baxter
Webster	Bristol
Weck Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Williams	Baxter
Wood	Bristol

D. EXHIBIT G2 – Implant Brands and Manufacturers.

(Adjusted to include only those identified as Baxter, Bristol, Cox-Uphoff (CUI), Mentor, or Bioplasty. (3M is identified solely for purposes of Section 6.02(d)(v).))

The left-hand column is a list of companies, implant brands, "designer" implant names, and other names or phrases that might be used in medical records to describe a particular type of breast implant. The column to the right identifies the company with which that brand is associated for purposes of the Foreign Settlement Program ("FSP"). If implantation date ranges are supplied for an implant, an appropriate notation is to the right of each date range.

BRAND/MANUFACTURER NAME	STATUS IN FOREIGN SETTLEMENT PROGRAM
3M	3M
AHS	Baxter
Aesthetech	Bristol
American Heyer-Schulte	Baxter
American Hospital Supply	Baxter
Ashley Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Baxter	Baxter
Birnbaum	Baxter
Capozzi Implanted before 9/1/71 Implanted after 8/31/71	 Bristol Baxter
Cavon	Bristol
CBI Medical	Bristol
Cooper Surgical	Bristol
Corbet	Bristol
Dahl	Bristol
Edward Laboratories	Baxter
Edward Weck & Co. Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Georgiade	Bristol
Guthrie Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol

BRAND/MANUFACTURER NAME	**STATUS IN FOREIGN SETTLEMENT PROGRAM**
Hartley	Baxter
Heyer-Schulte Implanted before 3/31/84 Implanted after 3/30/84	 Baxter Generally not covered; may be Baxter on special proof – see explanation following table
Intrashiel Implanted before 8/3/84 Implanted after 8/2/84	 3M Generally not covered; may be 3M on special proof – see explanation following table
Jenny	Baxter
Jobe	Baxter
Mark/M Surgical Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Markham Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Markham Medical Int'l Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
McGhan Implanted before 8/3/84 Implanted after 8/2/84	 3M Generally not covered; may be 3M on special proof – see explanation following table
MEC	Bristol
Medical Engineering Corporation	Bristol
Meme	Bristol
Meme ME	Bristol
Meme MP	Bristol
Mueller Implanted 9/1/74 to 10/31/78	 Baxter
Munna	Bristol
Natrashiel	3M
Natural Y Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol

BRAND/MANUFACTURER NAME	STATUS IN FOREIGN SETTLEMENT PROGRAM
Norman	Bristol
Optimam	Bristol
Pangman	Baxter
Papillon	Bristol
Perras	Bristol
Perras-Papillon	Bristol
Polyurethane Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Poly Plastic Implanted before 9/1/71 Implanted after 8/31/71	 Bristol Baxter
Poly Plastic Adjustable	Baxter
Quin-Seal	Bristol
Replicon	Bristol
SCL	Bristol
Seropian	Baxter
Snyder	Bristol
Sterling	Baxter
Summit Medical	Bristol
Surgical Specialities	Bristol
Surgitek	Bristol
Tabari	Baxter
Travenol	Baxter
V. Mueller Implanted 9/1/74 to 10/31/78	 Baxter
Vogue	Bristol
Wagner	Baxter
Webster	Bristol
Weck Implanted before 9/1/71 Implanted 9/1/71 to 12/8/78 Implanted after 12/8/78	 Bristol Baxter Bristol
Williams	Baxter
Wood	Bristol

TAB II

CATEGORIZATION OF COUNTRIES FOR CALCULATION OF ALLOWED AMOUNT FOR ELIGIBLE FOREIGN CLAIMS

TAB II

CATEGORIZATION OF COUNTRIES FOR CALCULATION OF ALLOWED AMOUNT FOR ELIGIBLE FOREIGN CLAIMS

For purposes of determining the appropriate amount payable, Foreign Claimants with Allowed Personal Injury Claims will be categorized in one (1) of four (4) groups (as specified below in this Schedule III) based on their place of residence. Each "country group" is assigned a specific percentage (as specified below) – which percentage shall be multiplied against the Allowed amount applicable to the Allowed Claim in terms of U.S. dollars. The resulting dollar amount is the amount payable to the Foreign Claimant with an Allowed Claim. This calculation is reflected in the Forms, Instructions, and Claimant Information Guide for the applicable class.

CATEGORY 1 COUNTRIES

60% of Domestic Amount for Applicable Compensation Level

Australia	Canada	New Zealand	United Kingdom

CATEGORY 2 COUNTRIES

60% of Domestic Amount for Applicable Compensation Level

Austria	France including:	Ireland	Netherlands
Bahamas	French Polynesia	Italy	Norway
Belgium	New Caledonia	Japan	Portugal
Bermuda	Germany	Kuwait	Singapore
Cayman Islands	Greece	Liechtenstein	Spain
Denmark	Hong Kong	Luxembourg	Sweden
Finland	Iceland	Monaco	Switzerland
			United Arab Emirates

CATEGORY 3 COUNTRIES

35% of Domestic Amount for Applicable Compensation Level

Argentina	Cyprus	Korea	Qatar
Barbados	Czech Republic	Malaysia	Saudi Arabia
British Virgin Islands	Israel including:	Malta	Taiwan
Chile	Gaza Strip	Mauritius	
	West Bank		

CATEGORY 4 COUNTRIES

35% of Domestic Amount for Applicable Compensation Level

Algeria	Cuba	Jamaica	Paraguay
Belize	Dominican Republic	Jordan	Peru
Bolivia	Ecuador	Kenya	Philippines
Botswana	Egypt	Lebanon	Poland
Brazil	Estonia	Lithuania	Saint Kitts and Nevis
Bulgaria	Fiji	Mali	Senegal
Cambodia	Ghana	Mexico	South Africa
Central African Republic	Grenada	Morocco	Thailand
China	Guatemala	Namibia	Tonga
Colombia	Guyana	New Guinea	Turkey
Cook Islands	Haiti	Nicaragua	Uruguay
Costa Rica	Honduras	Nigeria	Venezuela
Cote d'Ivoire	Hungary	Oman	Vietnam
(Ivory Coast)	India	Pakistan	Zambia
Croatia	Indonesia	Panama	Zimbabwe

TAB III

CASE MANAGEMENT ORDER OUTLINE

OUTLINE OF CASE MANAGEMENT ORDER NO. 1

The Court has previously entered Case Management Order No. 1. If you are considering opting out — that is, rejecting the Settlement Facility benefits — to pursue litigation, it is important that you read the entire Order before making your decision. You may obtain a copy of the complete Order either through the Court via Docket No. 00-CV-00001 or from the Court's website: www.mied.uscourts.gov. The Order contains information about the following topics:

- The court in which your case may be tried
- Deadlines that you must meet, including:
  - Deadlines for filing your lawsuit, and
  - Deadlines for responding to certain court-ordered discovery
- Discovery that may be available to you from other litigation
- Case-specific discovery that you may be required to complete
- Common issue motions that may be filed
- Common issue hearings that may be conducted
- The process for and timing of setting cases for trial
- The types of damages you may seek to recover (no punitive damages allowed)
- The mechanics of filing papers with this court

TAB IV

EXCERPT FROM THE CONFIRMATION ORDER OF THE AMENDED JOINT PLAN OF REORGANIZATION

Excerpt from the Confirmation Order of the Amended Joint Plan of Reorganization November 30, 1999

B. By December 24, 1999 [Dates have been superceded], the Debtor shall mail to each Personal Injury Claimant a notice: (i) summarizing the provisions of this paragraph 5; (ii) informing them that beneficiaries of the United States Government who received medical care or reimbursement for medical care expenses from certain agencies or programs of the United States Government, such as the Veterans Administration, the Bureau of Indian Affairs, the Department of Defense, and Medicare, may have a duty to notify the Government upon settlement of any claim against the Debtor or the Reorganized Debtor and to share such settlement amount with the Government, and (iii) advising them that Claimants may wish to seek legal counsel or the assistance of the Claimants' Advisory Committee with respect to this issue.

C. Personal Injury Claimants obligated by law to inform the United States Government of a settlement with the Debtor shall notify the Government by letter addressed to: Glenn Gillett, Department of Justice, P.O. Box 875, Ben Franklin Station, Washington, D.C., 20044, within 24 hours of the time that the Claimant and the Settlement Facility agree to a settlement amount.

D. Personal Injury Claimants shall have until February 25, 2000 [Dates have been superceded] to withdraw their proofs of claim and to thereby preserve confidentiality as to them. By doing so, however, they forfeit their right to participate in any recovery from the estate or the Reorganized Debtor.

E. Commencing March 1, 2000 [Dates have been superceded], the United States of America may examine and copy at its own expense proofs of claim of all Personal Injury Claimants which have not been withdrawn, but subject to the following restrictions with respect to the claims of Personal Injury Claimants who elect to settle within the Settlement Facility: (i) the information contained on proofs of claim shall be available only to those persons within the Government having a need to know; and (ii) the Government may not release such information to any person outside of the Government (whether or not requested under the Freedom of Information Act or other provision of law) except other parties in this case who already have access to the same information. This order shall be deemed to be merely a modification of the existing confidentiality orders of this Court.