Exhibit 20

CLAIMANT INFORMATION GUIDE

DOW CORNING FOREIGN BREAST IMPLANT CLAIMANTS

(CLASS 6.2)

OPTIONS 1, 2, 3 & 4

DOW CORNING BREAST IMPLANT CLAIMANTS (CLASS 6.2)

This booklet contains Claimant Information Guides for Class 6, Options 1-4

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CLAIMANT INFORMATION GUIDE
DOW CORNING BREAST IMPLANT CLAIMANTS
(CLASS 6.2, Option 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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December 2002

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

OPTION 1

CLAIMANT INFORMATION GUIDE
DOW CORNING BREAST IMPLANT CLAIMANTS (CLASS 6.2, OPTION 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 6.2, Option 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 this Claims Package?

The Claims Package for Class 6.2 Dow Corning breast implant claimants includes the following seven (7) items. 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. Instructions/guidelines to options
3. "Participation Form" (the white edge) and instructions
4. Option 1 package
5. Option 2 package
6. Option 3 package
7. Option 4 package.

This is the package for Option 1. The Option 1 package includes:

1. "Proof of Manufacturer Form" and instructions (the blue edge)
2. "$1,750 (U.S.) Explant Payment or $3,000 (U.S.) Increased Explant Payment Claim Form" and instructions (the yellow edge)
3. "$8,750 (U.S.) Rupture Payment Claim Form" and instructions (the green edge)
4. "$700 (U.S.) Expedited Release or Disease Payment Claim Form" and instructions (the red edge)
5. This Claimant Information Guide
6. The Disease Claimant Information Guide.

Q1-2. I completed claim forms in the original global settlement and/or the Revised Settlement Program (RSP) or the Foreign Settlement Program (FSP). 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 been placed initially in Class 6.2 for Foreign Dow Corning Breast Implant Claimants — Category 3 and Category 4 countries.

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. What if I don't belong in Class 6.2 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 6.2. 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.

Q1-10. I reside in Mexico, a country that is listed in category 4 in the chart located at Tab 2. Can I ask to change the categorization to category 1 or 2 and receive more payment?

The Finance Committee, with the agreement of the Tort Claimants' Committee or the Claimants' Advisory Committee and representatives of Dow Corning ("Debtor's Representatives"), may adjust the categorization of countries in Tab 2 if, due to changed economic conditions, the application of the formula described in the Amended Joint Plan would result in the placement of any country in a category different than that specified on the then current version of Tab 2. If you believe that due to changed economic conditions your country of residence is not correctly categorized in accordance with the formula described in the Amended Joint Plan, then you may submit to the Finance Committee a request for re-categorization. If the Debtor's Representatives and/or the Tort Claimants' Committee, and/or the Claimants' Advisory Committee, and/or the Finance Committee do not agree to re-categorization, you may file a motion in the District Court seeking re-categorization.

Q1-11. I am a citizen of Mexico and was implanted there with a Dow Corning breast implant and a Dow Corning TMJ implant. Can I belong to more than one (1) Class? What Claim Forms should I complete?

In this example, you can belong to and apply for benefits from both Class 6.2 and Class 10.2 (Foreign Dow Corning Other Products Claimants). You (or your attorney if you are represented) should have a Claims Package for Class 6.2 and a claims package for Class 10.2. Complete both sets of Claim Forms because you are eligible to recover settlement benefits as a member of Class 6.2 and Class 10.2.

Q1-12. I am a citizen of Korea and was implanted there with a Dow Corning breast implant (Class 6.2) and a Bristol silicone gel breast implant implanted in 1985 (Class 7). Can I belong to and recover benefits in both Classes 6.2 and 7?

No. If you have a Dow Corning breast implant, then you are ineligible for payment from the Silicone Material Claimants' Fund. You may submit a claim for the settlement benefits in Class 6.2.

SECTION 2 – WHAT ARE MY SETTLEMENT OPTIONS?

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

Claimants who are in Class 6.2 and elect Option 1, have three (3) available settlement benefits. You can receive payment for all of them:

1. **(A)** **$1,750 (U.S.) Explant Payment** -- To receive the $1,750 (U.S.) Explant Payment you must 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 implant was removed;

OR

(B) **$3,000 (U.S.) Increased Explant Payment** -- To receive the $3,000 (U.S.) Increased Explant Payment you must submit the records described above for the $1,750 (U.S.) Explant Payment. To get the $3,000 (U.S.) you must waive your right to get the Premium Payment ($1,750 U.S.) on your Rupture Claim. (You may still receive the Rupture Payment of $7,000 (U.S.) if you qualify.); *and*

2. **$8,750 (U.S.) Rupture Payment** - To receive the $8,750 (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)** **$700 (U.S.) Expedited Release Payment** - - To receive a $700 (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 $4,200 to $105,000 (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 a 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 Payment 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 6.2, Option 1 Settlement Options	**Base Payment (U.S.)**	**Premium Payment (U.S.)**	**Total (U.S.)**
Explant Payment Option *or* Increased Explant Payment Option	$1,750 *or* $3,000	N/A	$1,750 *or* $3,000
Rupture Payment Option	$7,000	$1,750	$8,750
Expedited Release Payment Option	$700	N/A	$700
Disease Payment Option 1: Disability C or D	$3,500	$700	$4,200
Disease Payment Option 1: Disability B	$7,000	$1,400	$8,400
Disease Payment Option 1: Disability A	$17,500	$3,500	$21,000
Disease Payment Option 2: GCTS Severity B	$26,250	$5,250	$31,500
Disease Payment Option 2: GCTS Severity A or PM/DM	$38,500	$7,700	$46,200
Disease Payment Option 2: Systemic Sclerosis or Lupus Severity C	$52,500	$10,500	$63,000
Disease Payment Option 2: Systemic Sclerosis or Lupus Severity B	$70,000	$14,000	$84,000
Disease Payment Option 2: Systemic Sclerosis or Lupus Severity A	$87,500	$17,500	$105,000

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

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

Q2-4. 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.

Q2-5. 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.

Q2-6. Do I have to complete the Claim Form(s) in English? Do I have to have my medical records and documents translated into English?

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 under the criteria listed in Question 3, subparts A, D, F, I - L, and O on the Proof of Manufacturer Form Instructions.

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.

Q2-7. 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.

Q2-8. 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 $1,750 (U.S.) additional payment on approved Rupture claims.

Q2-9. 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.

Q2-10. 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.

Q2-11. 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 payments greater than $25,000 (U.S.) could be made in two (2) installments.

Q2-12. 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, to the extent there is any risk of reduction in payments, it is most probable that the reduction would apply to the Premium Payment.

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.
- DCC Litigation Facility, Inc. may try to have your case referred to a court in your country under the doctrine of forum non conveniens.
- 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.
- 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 Amended Joint Plan does 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 6.2) 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 6.2) and a Dow Corning TMJ implant (Class 10.2). 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 Dow Corning 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 Settlement Facility. 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 or FSP for your Bristol, Baxter or 3M breast implant.

SECTION 6 – $1,750 (U.S.) EXPLANT PAYMENT

PART A – CRITERIA FOR THE $1,750 (U.S.) EXPLANT PAYMENT/$3,000 INCREASED EXPLANT PAYMENT

Q6-1. What is the $1,750 (U.S.) Explant Payment?

The $1,750 (U.S.) Explant Payment is for removal of your Dow Corning breast implant(s). To be eligible, your Dow Corning breast implants 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 is the $3,000 (U.S.) Increased Explant Payment?

The $3,000 (U.S.) Increased Explant Payment is for removal of your Dow Corning breast implant(s). To be eligible, your Dow Corning breast implants 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.")* To receive the $3,000 (U.S.) Increased Explant Payment you must give up your right to receive the $1,750 (U.S.) Premium Payment for a ruptured Dow Corning breast implant.

Q6-3. What documents do I need to submit to qualify for the $1,750 (U.S.) Explant Payment?

Read Question 3 in the $1,750 (U.S.) Explant Payment Claim Form Instructions.

Q6-4. 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 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.

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

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

Q6-6. Does the $1,750 (U.S.) Explant Payment (or the $3,000 (U.S.) Increased Explant Payment) cover the costs of reconstruction?

No. The Explant Payment is $1,750 (U.S.) (or $3,000 (U.S.) if you elect the Increased Explant Payment) regardless of your actual costs for implant removal or reconstruction.

Q6-7. 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.

Q6-8. I have had two (2) sets of Dow Corning breast implants removed after December 31, 1990. Can I receive $1,750 (U.S.) (or $3,000 (U.S.)) for each surgery?

No. The Explant Payment or Increased Explant Payment is a one-time payment regardless of the number of eligible explant surgeries you have had.

Q6-9. Is the removal of other breast implants such as those made by Mentor or Cox-Uphoff covered by the Explant Payment or by the Increased Explant Payment?

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

Q6-10. Are there any reductions to the $1,750 (U.S.) Explant Payment?

No.

Q6-11. My implant removal surgery cost is $8,000 (U.S.). Can I recover more than the $1,750 (U.S.) or the $3,000 (U.S.) payment?

No, the Explant Payment or the Increased Explant Payment will not be increased or decreased regardless of the actual costs of your surgery.

Q6-12. My implant removal surgery cost is $3,000 (U.S.). Will my Explant Payment be $1,750 (U.S.) or $3,000 (U.S.)?

The Explant Payment will be $1,750 (U.S.) unless you elect the Increased Explant Payment.

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 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 2C on the 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 $1,750 (U.S.) (or $3,000 (U.S.) if you elect the Increased Explant Payment) for the removal of your Dow Corning breast implants under the criteria in Question 2 in the $1,750 (U.S.) Explant Payment Claim Form Instructions.

Q6-18. If the costs paid to the physician by the Explant Assistance Program are $1,000 (U.S.), will I be paid the remaining $750 (U.S.) of the $1,750 (U.S.) Explant Payment?

Yes, the difference between the actual cost of the surgery and the $1,750 (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. The Settlement Facility will not make a direct payment to your physician under the Explant Assistance Program if you have already had your implant removed. 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 $8,750 (U.S.) Rupture Payment.

SECTION 7 – $8,750 (U.S.) RUPTURE PAYMENT

PART A – CRITERIA AND DEADLINES FOR THE RUPTURE PAYMENT

Q7-1. What is the $8,750 (U.S.) Rupture Payment?

You will receive the $8,750 (U.S.) Rupture Payment ($7,000 Base Payment and $1,750 Premium 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 $8,750 (U.S.) Rupture Payment Claim Form Instructions.

Q7-3. What do I need to submit to qualify for the $8,750 (U.S.) Rupture Payment?

Read Question 3 on the $8,750 (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 $8,750 (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. If I receive the $8,750 (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.

Q7-8. 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 $8,750 (U.S.) Rupture Payment Claim Form Instructions.

Q7-9. 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 $8,750 (U.S.) Rupture Payment?

No.

Q7-10. 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.

Q7-11. Do I have to have my Dow Corning breast implants removed to receive the $8,750 (U.S.) Rupture Payment?

Yes, unless you qualify for a very narrow exception called the "Medically Contraindicated Exception," which is explained below at Q7-21.

Q7-12. I have a Rupture in each of my Dow Corning breast implants. Can I receive a Rupture Payment for each ruptured breast implant?

No.

Q7-13. 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.

Q7-14. Are ruptured silicone gel breast implants from other companies (non-Dow Corning) such as Mentor or Cox-Uphoff eligible for the Rupture Payment?

No.

Q7-15. My Dow Corning silicone gel breast implant ruptured in 1972. Am I eligible for the $8,750 (U.S.) Rupture Payment?

Yes.

Q7-16. 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.

Q7-17. 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.

Q7-18. 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.

Q7-19. I had my implants removed in 1994 but did not keep them. Will that make me ineligible for the $8,750 (U.S.) Rupture Payment?

No.

Q7-20. 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 $8,750 (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 $8,750 (U.S.) RUPTURE PAYMENT

Q7-21. 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 $8,750 (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.

Q7-22. 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.

Q7-23. 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.

Q7-24. 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

Q7-25. What is the Individual Review Process for Rupture?

Read Question 7 on the $8,750 (U.S.) Rupture Payment Claim Form Instructions.

Q7-26. 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.

Q7-27. 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.

Q7-28. 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).

Q7-29. 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).

Q7-30. 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.

Q7-31. 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 – $700 (U.S.) EXPEDITED RELEASE PAYMENT

Q8-1. What is the $700 (U.S.) Expedited Release Payment?

You will receive the $700 (U.S.) Expedited Release Payment simply by showing that you currently have or used to have 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 $700 (U.S.) Expedited Release Payment?

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

Q8-3. If I receive the $700 (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 $700 (U.S.) Expedited Release Payment?

Yes. If your disease claim is not approved, you will be offered the $700 (U.S.) Expedited Release Payment.

Q8-5. If I accept the $700 (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 $1,750 (U.S.) Explant Payment or $3,000 Increased Explant Payment Form and medical records?

You must complete and submit the $1,750 (U.S.) Explant Payment or $3,000 Increased Explant Payment Claim Form (the yellow edge) and 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 $700 (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 $8,750 (U.S.) Rupture Payment Claim Form and medical records?

You must complete and submit the $8,750 (U.S.) Rupture Payment Claim Form (the green edge) and 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 $700 (U.S.) Expedited Release or Disease Payment Claim Form (the red edge) and 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 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 Toll Free at 1-866-874-6099 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 attorneys fees allowed on the $1,750 (U.S.) Explant Payment or the $3,000 (U.S.) Increased Explant Payment?

No.

Q11-3. Are attorneys fees allowed on the $700 (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 $1,750 (U.S.) Explant Payment or $3,000 (U.S.) Increased 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 $1,750 (U.S.) to help me pay to have my breast implants taken out, is (s)he entitled to keep my $1,750 (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 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 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.

Q11-8. 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.

Q11-9. I opted out of the RSP 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. The Settlement Facility cannot tell you what it will take to be appointed. Contact the appropriate court or an attorney for additional information.

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.

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 a payment 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.

OPTION 1

DISEASE CLAIMANT INFORMATION GUIDE
DOW CORNING BREAST IMPLANT CLAIMANTS
(CLASS 6.2)

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. **DCC Litigation Facility, Inc. Agreement (this document and the preceding ones in this list are collectively referred to as the "Plan Documents")**
6. **Bankruptcy Code**

Contact us at:

Settlement Facility-Dow Corning Trust
P.O. Box 52429
Houston, Texas 77052
U.S.A.
(Toll Free) 1-866-874-6099

www.dcsettlement.com

December 2002

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.

This Claimant Information Guide may be copied freely without amendment or deletion.

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

Date of publication: December 2002

OPTION 1

DISEASE CLAIMANT INFORMATION GUIDE
DOW CORNING BREAST IMPLANT CLAIMANTS
(CLASS 6.2, Option 1)

This "Disease Claimant Information Guide" provides information about the criteria for receiving a Disease Payment. Please use only these materials when you complete your Claim Form (the red edge).

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SECTION 1 – ELIGIBLE DISEASES AND GUIDELINES FOR PAYMENT

Q1-1. What is the Disease Payment Option?

The Disease Payment Option provides payments ranging from $7,200-$180,000 (U.S.) (including a Premium Payment) if you submit medical records and documents that show that you have one (1) of the diseases or conditions in Disease Option 1 or Disease Option 2 as listed in Q1-2. *(Read the Claimant Information Guide for more information about Base and Premium Payments.)*

Q1-2. What are the eligible diseases and conditions?

Eligible diseases and conditions in Disease Option 1 are:

Atypical Connective Tissue Disease (ACTD)
Atypical Neurological Disease Syndrome (ANDS)
Primary Sjogren's Syndrome (PSS)
Mixed Connective Tissue Disease (MCTD)/Overlap Syndrome
Systemic Sclerosis/Scleroderma (SS)
Systemic Lupus Erythematosus (SLE)
Polymyositis (PM)
Dermatomyositis (DM)

Eligible diseases and conditions in Disease Option 2 are:

Systemic Sclerosis/Scleroderma (SS)
Systemic Lupus Erythematosus (SLE)
Polymyositis (PM)
Dermatomyositis (DM)
General Connective Tissue Symptoms (GCTS)

Q1-3. What is the difference between Disease Option 1 and Disease Option 2?

Disease Option 1 uses the same medical criteria and definitions that were used in the original global settlement. If you are familiar with the Revised Settlement Program (RSP), these same criteria were also used in the Fixed Amount Benefit Schedule. Eligible diseases include both classic and atypical presentations of the rheumatic diseases listed in Q1-2. Disease Option 1 also includes two (2) conditions - Atypical Neurological Disease Syndrome (ANDS) and Atypical Connective Tissue Disease (ACTD). You must document a disability or severity that is related to your compensable disease or condition.

The diseases and conditions in Disease Option 2 were not part of the original global settlement. They were defined in the RSP and were contained in the "Long Term

Benefit Schedule." In general, the medical criteria to qualify for a Disease Option 2 claim are more restrictive and require more medical documentation and laboratory testing than those in Disease Option 1. You must document a disability or severity level that is related to your compensable disease or condition. The payments for Disease Option 2 are higher than the payments for Disease Option 1. *(Read Q1-4 for more information on the payment amounts.)*

Q1-4. What are the payment amounts for approved disease claims in Disease Option 1 and Disease Option 2?

Disease Option 1 Payments are determined by the disability or severity level of your approved disease or condition.

DISEASE OPTION 1 PAYMENT AMOUNTS

Any approved disease in Disease Option 1 with a Severity or Disability Level of A, B, C or D	You must have proof that you have or had a Dow Corning breast implant and have not had a Bristol, Baxter or 3M silicone gel breast implant**		
	Base Payment	+ Premium Payment	= Total Payment
Severity / Disability Level A	$17,500 (U.S.)	+ $3,500 (U.S.)	= $21,000 (U.S.)
Severity / Disability Level B	$ 7,000 (U.S.)	+ $1,400 (U.S.)	= $ 8,400 (U.S.)
Severity / Disability Level C or D	$ 3,500 (U.S.)	+ $ 700 (U.S.)	= $ 4,200 (U.S.)

** If you have acceptable proof that you have or had a Bristol, Baxter or 3M silicone gel breast implant, the Total Payment Amount will be reduced by 50%.

Disease Option 2 Payments are determined by the severity level of your approved disease or condition.

DISEASE OPTION 2 PAYMENT AMOUNTS

Locate your approved disease or condition in Disease Option 2 below and the Severity Level of that disease or condition	You must have proof that you have or had a Dow Corning breast implant and have not had a Bristol, Baxter or 3M silicone gel breast implant**		
	Base Payment	+ Premium Payment	= Total Payment
Scleroderma (SS) or Lupus (SLE); Severity Level A	$ 87,500 (U.S.)	$ 17,500 (U.S.)	= $ 105,000 (U.S.)
Scleroderma (SS) or Lupus (SLE); Severity Level B	$ 70,000 (U.S.)	+ $14,000 (U.S.)	= $ 84,000 (U.S.)
Scleroderma (SS) or Lupus (SLE); Severity Level C	$ 52,500 (U.S.)	+$10,500 (U.S.)	= $ 63,000 (U.S.)
Polymyositis (PM) or Dermatomyositis (DM) (there is only one severity level for PM and DM); General Connective Tissue Symptoms (GCTS), Severity Level A	$ 38,500 (U.S.)	+ $7,700 (U.S.)	= $ 46,200 (U.S.)
General Connective Tissue Symptoms (GCTS); Severity Level B	$ 26,250 (U.S.)	+ $5,250 (U.S.)	= $ 31,500 (U.S.)

** If you have acceptable proof that you have or had a Bristol, Baxter or 3M silicone gel breast implant, the Total Payment Amount will be reduced by 50%.

Q1-5. When should I submit my claim for the Disease Payment?

Complete and submit your Disease Payment Claim Form (the red edge) and medical records *only* after you:

1. Complete and return the Proof of Manufacturer Form (the blue edge) and submit the medical records or documents that show that you were implanted with a Dow Corning breast implant. *(Read the Proof of Manufacturer Form Instructions and Section 5 in the Claimant Information Guide for more information.)*; and

2. Obtain all of the medical records and statements necessary to support your claim for an eligible disease or condition and a related disability or severity level. *(Review this Guide and Tab 5 for the medical criteria and documents you will need.)* Do not send your medical records to the Settlement Facility in a piecemeal fashion. Once a disease claim is received, the Settlement Facility will review and evaluate your claim based on the medical records in your file at that time. If you have not submitted all of the necessary records, a letter notifying you of a problem with your claim will be sent. You will have only one (1) year from the date of the letter to correct the problem. *(Read Q8-1 for more information.)*

Q1-6. Why do I have to submit the Proof of Manufacturer Form first?

Your claim for a Disease Payment will be reviewed only after the Settlement Facility determines that you have submitted acceptable proof that you were implanted with a Dow Corning breast implant (or your proof has only a "minor deficiency" as defined in Q5-12 in the Claimant Information Guide). If your proof of manufacturer is not acceptable, then your disease claim will not be reviewed.

Q1-7. What are the definitions for the disability or severity criteria?

The criteria needed to support a disability or severity claim are listed at Tab 5. Read these carefully. Each disease or condition has its own disability or severity criteria.

Q1-8. Some diseases, such as Scleroderma (SS) and Lupus (SLE) are listed under both Disease Option 1 and Disease Option 2. Do they have the same criteria? Why are they listed under both Options?

Four (4) diseases are listed in both Disease Option 1 and Disease Option 2. They are Scleroderma (SS), Systemic Lupus Erythematosus (SLE), Polymyositis (PM), and Dermatomyositis (DM). The disease criteria are similar, but the criteria for the disability or severity level are different under each Disease Option. If you apply for one (1) of these four (4) diseases, the Settlement Facility will evaluate your claim under both Disease Options 1 and 2 to determine if you qualify for payment.

Q1-9. What are the criteria for a disability statement for ANDS or ACTD in Disease Option 1?

The payment amounts for ANDS and ACTD are based on the degree to which you are "disabled" by the condition in question, as determined by your treating physician or "Qualified Medical Doctor" (QMD) in accordance with the following guidelines. *(Read Q4-3 for a definition of a treating physician and Q4-4 for a definition of a QMD.):*

1. The determination of disability will be based on the cumulative effect of the symptoms on the claimant's ability to perform her vocational, avocational, or usual self-care activities.

2. Vocational means activities associated with work, school and homemaking.

3. Avocational means activities associated with recreation and leisure.

4. Usual self-care means activities associated with dressing, feeding, bathing, grooming, and toileting.

5. In evaluating the effect of your symptoms, the treating physician or QMD must take into account the level of pain and fatigue resulting from the symptoms.

6. The disability percentages for Levels "A," "B," and "C" *(described at Q1-10 through Q1-12)* are not intended to be applied with numerical precision, but are, instead, intended to serve as a guideline for the treating physician or QMD in the exercise of his or her professional judgment.

Q1-10. What is the definition of Level "A" disability for ANDS and ACTD in Disease Option 1?

Read the criteria for ANDS and ACTD disability level "A" at Tab 5.

You are eligible for Level "A" disability for death or total disability resulting from your compensable disease or condition. You will be considered totally disabled if you demonstrate a functional capacity adequate to consistently perform none or only a few of your usual duties or activities of vocation or self-care.

In preparing a claim for a Level "A" disability, be aware that the definition of this assigned disability level is a difficult one to meet. You must be unable to do any of your normal activities or only able to do very few of them. Disability Level "A" claims will be reviewed to determine if there is a sufficient description of your daily life and limitations to determine that you meet this strict definition of total disability. It must also be clear in your submission that your total disability is due to the symptoms of your disease or condition and not to other medical conditions or injuries.

If your QMD determines that the death or total disability is clearly and specifically caused by a disease or occurrence other than the compensable disease or condition, the Level "A" disability determination will not be approved.

Q1-11. What is the definition of Level "B" disability for ANDS and ACTD in Disease Option 1?

Read the criteria for ANDS and ACTD disability level "B" at Tabs 5.

You will be eligible for Level "B" disability if you are 35% disabled due to the compensable disease or condition. You shall be considered 35% disabled if you demonstrate a loss of functional capacity that renders you unable to perform some of your usual activities of vocation, avocation, and self-care, or if you can perform them only with regular or recurring severe pain.

Level "B" disability claims must be based on severe pain or an inability to do certain activities. If Level "B" is based on pain, there must be pain-producing symptoms that result in severe pain on a regular or recurring basis. Generalized statements about "severe pain" may not be enough. We must be able to verify that the credited ANDS or ACTD symptoms themselves are the cause of the severe pain. If the Level "B" disability is based on limitations on your activities, your submission must provide information concerning the activities that are limited. A conclusory statement, with no information about you or your limitations, will result in a deficiency being assigned. The disability assessment must demonstrate a connection between the symptoms and the specific activities that you can no longer perform. The disability must be due to the compensable disease or condition. The Settlement Facility must have enough information about what the limitations are and the cause of those limitations to be able to verify that your condition meets the requirements for a Level "B" disability.

Q1-12. What is the definition of Level "C" disability for ANDS and ACTD in Disease Option 1?

Read the criteria for ANDS and ACTD disability level "C" at Tab 5.

You are eligible for Level "C" disability if you are 20% disabled due to the compensable disease or condition. You shall be considered 20% disabled if you can perform some of your usual activities of vocation, avocation, and self-care with only regular or recurring moderate pain.

If your submission describes your pain as being only "mild" or "slight," your disability determination will not be approved.

Q1-13. What is the deadline to file a claim for Disease Option 1 or Disease Option 2?

You must complete and 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 Claimant Information Guide for more information about the Effective Date.)*

Q1-14. Why do the charts in Q1-4 above mention Bristol, Baxter and 3M silicone gel breast implants?

If in addition to your Dow Corning breast implant you also have acceptable proof of implantation of a silicone gel breast implant from Bristol, Baxter, or 3M, then your approved Disease Payment will be reduced by 50%. This is known as the "Multiple Manufacturer Reduction."

Q1-15. If I had acceptable proof of a silicone gel breast implant from Bristol, Baxter or 3M in the RSP or FSP but I did not recover any money, will my disease payment in the Settlement Facility still be reduced by 50%?

Yes. If you have questions about whether your Baxter, Bristol or 3M implant is silicone or saline, call Claims Assistance Toll Free at (866) 874-6099.

Q1-16. If I had acceptable proof of a silicone gel breast implant from Mentor and Cox-Uphoff, will my disease payment here be reduced by 50%?

No. The Multiple Manufacturer Reduction only applies if you have acceptable proof of implantation of a Bristol, Baxter or 3M silicone gel breast implant in the RSP.

Q1-17. If I receive a Disease Payment now and then become more ill in the future, can I apply for an additional payment?

Yes, under certain conditions. Read about the increased severity payment for Disease Option 1 and Disease Option 2 in Section 6.

SECTION 2 – ELIGIBILITY GUIDELINES FOR DISEASE PAYMENT CLAIMS

Q2-1. Is there a distinction between "current claimants" and "other registrants" like there was in the Revised Settlement Program (RSP) and Foreign Settlement Program (FSP)?

No.

Q2-2. What types of Dow Corning breast implants are eligible for a Disease Payment? Are saline and silicone gel breast implants both eligible?

Yes, both saline and silicone gel breast implants are eligible. As long as you were implanted with a Dow Corning breast implant, then you are eligible to apply for a Disease Payment.

Q2-3. If I apply for a Disease Payment, can I also apply for other settlement payments?

Yes. Assuming you qualify, you can also receive payment for Explant and Rupture.

Q2-4. Can I apply for both a Disease Payment and the $1,200 (U.S.) Expedited Release Payment?

No.

Q2-5. Do I have to have my Dow Corning breast implants removed to be eligible for a Disease Payment?

No.

Q2-6. Do I have to have an approved disease claim to also apply for the Rupture Payment?

No.

SECTION 3 – HOW TO APPLY FOR A DISEASE PAYMENT

Q3-1. Do I have to choose between Disease Option 1 and Disease Option 2 when I apply for a Disease Payment?

No. Simply check the box on the Claim Form indicating the disease or condition that you want to be evaluated for and submit supporting medical records for that disease or condition and a related disability or severity level.

Q3-2. If I receive a Disease Option 1 Payment, can I later receive payment for one (1) of the diseases or conditions in Disease Option 2?

No.

Q3-3. My disease is not on the list of eligible diseases or conditions in either Disease Option 1 or Disease Option 2. Can I still apply for a Disease Payment?

No. Not every disease or medical condition is covered by the Disease Option. If you do not have one (1) of the eligible diseases or conditions, then you cannot receive payment for your disease or condition.

Q3-4. I was diagnosed with Fibromyalgia. I don't see this on the list of eligible diseases or conditions in either Disease Option 1 or Disease Option 2. Can I still apply for a Disease Payment?

Fibromyalgia is not an eligible disease, so you cannot receive payment based solely on this diagnosis. Many - if not most - of the symptoms of Fibromyalgia though are listed in the criteria for Atypical Connective Tissue Disease (ACTD).

Q3-5. Can I rely on the medical records that I sent to the MDL Claims Office in Houston years ago, or do I have to resend these documents to the Settlement Facility?

You can rely on the records that you submitted to the MDL Claims Office in Houston, Texas. You do not have to re-submit any records.

Q3-6. I submitted medical records to the MDL Claims Office in 1994. Since that time, my condition has changed and I have new and additional records. Can I send those in and have them considered by the Settlement Facility?

Yes.

Q3-7. Can I get a copy of the medical records and documents that I submit to the Settlement Facility?

Keep a copy of the Claim Forms and documents that you submit. If you did not keep a copy, write or call the Settlement Facility to get a copy. Depending on the number of pages in your file, there may be a minimal copying charge.

Q3-8. I don't know how to and can't afford to get a copy of my medical records. Can the Settlement Facility or Claims Assistance Program obtain copies of my medical records for me?

No. You need to obtain these yourself by calling or writing your doctors and requesting a copy of your medical file.

Q3-9. Is there a particular way that I should organize my medical records? Should I put them in a binder or folder? How should I submit them?

The Settlement Facility does not have any guideline on how your medical records should be organized and submitted. The Settlement Facility will review the substance of each claim, and no extra consideration will be based on packaging. Please do not send any extra copies of the Claim Forms.

Q3-10. The Plan says that if I fail to cure any deficiency in my disease claim within one (1) year, I am barred from re-filing that claim, but I can bring a new disease claim if I have a new compensable condition that shows up after that one-year period. What is a new compensable condition?

The Settlement Facility cannot provide a precise definition. The determination of whether you have a new compensable condition depends on the unique circumstances of each case and medical records.

SECTION 4 – DISEASE OPTION 1 GUIDELINES

Q4-1. I've read the medical criteria for disease and disability at Tab 5. I think I qualify for ACTD. What do I need to submit to support my disease claim under Disease Option 1?

Submit all records that contain information relevant to the criteria for the disease for which you are applying. This includes:

1. Medical records relating to the relevant signs, symptoms, findings and test results for the disease you are applying for; and
2. Medical records showing the severity of your disease or, if applicable, a determination of a disability level by either a Qualified Medical Doctor (QMD) or your treating physician.

Q4-2. Do I need to submit all of my medical records from every doctor I have ever seen?

Submit those medical records or documents that your physician relied upon in arriving at the diagnosis and findings in your QMD statement or diagnosis. It is not possible to define in advance precisely what medical records will be needed by the Settlement Facility in addition to the statement or diagnosis in order to process any particular claim. This will largely depend upon the nature of the examination or review conducted by the doctor and the form and content of the statement or diagnosis.

Your submission might include a patient questionnaire, physical findings obtained from an assistant's notes in the office chart, and certain lab or other test reports. If your doctor needed to review earlier medical records obtained from other physicians

to make a definitive statement about your condition or disability, then those records must also be submitted, if available. If your physician has first-hand knowledge of everything that is the basis of his or her opinion based on his/her examination of you, and the statement or diagnosis sets out that knowledge in sufficient detail, it is possible that no additional records will be required.

Q4-3. What is a "treating physician" as that term is used in Q4-1 above?

A "treating physician" is one who has seen, examined, and treated you on several occasions, and not a doctor you have seen only for purposes of getting an evaluation to make a claim under Disease Option 1.

Q4-4. What is a Qualified Medical Doctor or "QMD?"

"Qualified Medical Doctor" is a term used to describe a physician who is Board-certified (not Board-eligible) in internal medicine, rheumatology (a sub-speciality of internal medicine), neurology, neurological surgery, or immunology who prepares the statement or diagnosis that you filed in support of your disease claim.

Q4-5. Is a Qualified Medical Doctor a "Treating physician?"

"Treating physician" includes a Qualified Medical Doctor if that QMD states that (s)he has the information necessary to form a professional opinion about your disability and sets forth in the statement or diagnosis (or a supplemental statement) the information upon which that opinion is based and the source of that information.

Q4-6. What does "Board-certified" mean?

"Board-certified" means certification in a particular medical specialty by the American Board of Medical Specialists. The Settlement Facility will establish guidelines for Board certification for doctors in countries outside the U.S. The Settlement Facility has adopted the existing guidelines of the MDL claims office.

The following certifications are acceptable:

England: Fellows in good standing of the Royal College of Surgeons of England who have been awarded that organization's Certificate of Completion of Specialist Training in Neurosurgery. Also, Fellows in good standing of the Royal College of Physicians of England who have been awarded that organization's Certificate of Completion of Specialist Training in Neurology, General (Internal) Medicine, Immunology, or Rheumatology.

Finland: A postgraduate specialty degree in allergology, immunology, neurosurgery, neurology, internal medicine, or rheumatology from the Universities of Helsinki, Turku, Tampere, Oulu, or Kuopio in Finland.

Germany: Designation of medical specialist in internal medicine, rheumatology, neurosurgery, or neurology, granted by the German Federal Medical Board.

Israel: Physicians licensed by the Department of Medical Professions of the State of Israel to practice as a specialist in internal medicine, immunology, rheumatology, neurology, or neurosurgery.

Norway: Specialist approval by the Norwegian Medical Association in internal medicine, neurology, neurosurgery, or rheumatology.

South Africa: Medical specialists in neurology, neurosurgery, internal medicine, or rheumatology registered with the South African Medical and Dental Council.

Sweden: Specialist approval by the Swedish National Board of Health and Welfare in neurosurgery, internal medicine, allergology, neurology, or rheumatology.

Switzerland: Title of medical specialist granted by FMH Swiss Medical Association in allergology and clinical immunology, internal medicine, neurology, neurosurgery, and rheumatology.

Q4-7. Can a doctor who is "Board-eligible," but not yet Board-certified write my disease diagnosis or statement?

No. Only "Board-certified" physicians can submit the statement or diagnosis. His/her records can, however, be part of the records submitted to allow the Settlement Facility to classify your claim.

Q4-8. Can a doctor of osteopathy (D.O.) be a Qualified Medical Doctor and write my statement or diagnosis?

Yes. D.O.s may also write diagnoses for disease claims as long as they are Board-certified by the same Board that certifies Medical Doctors and that certification is within an appropriate specialty for the disease option for which you are requesting an evaluation.

Q4-9. What are "appropriate" Board-certified specialists for disease claims in Disease Option 1?

Doctors who write a statement or diagnosis of your disease must be Board-certified in an appropriate specialty for your disease claim. What specialty is appropriate depends on the complaints and symptoms you have.

Q4-10. What would be an appropriate speciality for Scleroderma, Lupus, Polymyositis, Dermatomyositis, MCTD, Primary Sjogren's, or ACTD?

These diseases are all rheumatic diseases or conditions. A Board-certified internist or rheumatologist would be an appropriate specialist for any of these diseases. If you want to pursue a disease claim for Scleroderma, Lupus, Polymyositis or Dermatomyositis under Disease Option 2, then you must be personally examined by a Board-certified rheumatologist. A Board-certified internist will not be acceptable for Disease Option 2 claims.

Q4-11. What would be an appropriate specialty for Atypical Neurological Disease Syndrome (ANDS)?

Atypical Neurological Disease Syndrome (ANDS) involves neurological complaints; therefore, a Board-certified neurologist would be an appropriate specialist for ANDS.

Q4-12. Several of the eligible diseases and conditions are clustered together, and the same criteria seem to apply to each (i.e., ACTD/ARS/NAC). When a Qualified Medical Doctor (QMD) is writing my statement or diagnosis of these conditions, what name should (s)he give it? All three (3) or any particular one (1)?

Atypical Connective Tissue Disease (ACTD), Atypical Rheumatic Syndrome (ARS), and Nonspecific Autoimmune Disease (NAC) are listed together because they are sometimes used interchangeably by physicians. Depending on the physician, any one of them may be used to describe the particular mix of symptoms and/or findings that are present in a particular case.

Q4-13. Does my treating physician have to be Board-certified to write the statement or diagnosis for my Disease Option 1 claim?

Yes, (s)he must be Board-certified to write the QMD statement or diagnosis of your disease.

Q4-14. Does my treating physician have to be Board-certified to write my disability statement for my Disease Option 1 claim?

No, (s)he does not have to be Board-certified to write the disability statement.

Q4-15. If my disability criteria is based on the severity of my disease in Disease Option 1 (such as claims for Scleroderma, Lupus, Polymyositis, Dermatomyositis, MCTD/Overlap Syndrome, or Primary Sjogren's Syndrome), what do I have to submit to the Settlement Facility to document my disability?

You must submit all of the medical records that the physician relied upon in making his or her disability determination. This includes, for example, any disability questionnaire that you completed to assist in the physician's determination.

Q4-16. I was in a car accident and was disabled as a result. Can I use that disability rating from my Disease Option 1 claim?

No. Your disability must be related to your compensable condition. The pain must be due to your ACTD or ANDS symptom(s). For example, ACTD symptoms such as alopecia (hair loss), chronic fatigue and loss of breast function normally do not have a pain component. For your ACTD disability to be approved, you must be experiencing pain from at least one (1) of your qualifying symptoms. Also, pre-existing diseases and conditions are not eligible for consideration.

Q4-17. Can my treating physician or QMD write my disease and/or disability statement tracking the language in the disability definition? Will that be sufficient for my claim to be approved?

No. Generalized statements by your QMD that track the disease or disability language cannot replace the responsibility of the Settlement Facility to review, on a detailed level, all of the claim documentation provided.

Q4-18. In several places in the Disease Option 1 criteria, especially in the ACTD criteria, the word "documented" precedes a listed symptom. What does "documented" mean?

It is not possible to give one (1) precise definition of this word, because its meaning often depends on the particular symptom involved. Generally, it means that it is based on some reliable information other than simply the patient's complaint or oral history.

For some symptoms, this means that the physician has verified the condition on physical examination or through a lab test.

For others, primarily those symptoms that are entirely subjective, it can mean that the physician has performed a physical examination and questioned the patient about the complaint sufficiently to be able to form a professional opinion, utilizing all the doctor's knowledge and training, that the complaint is a valid one. (In this situation, it is important that the physician relying on these complaints does not qualify the diagnosis by stating that these "findings" are based solely on the patient's history given at the time of the single visit to the Board-certified specialist. The physician needs to feel comfortable in concluding that the problems do indeed exist.)

"Documented" can also mean that written notations of the symptom are found in the patient's medical records that predate her coming to a physician for purposes of obtaining a statement or diagnosis to submit with her disease claim.

Q4-19. Can I use an official document stating that the Social Security Administration has declared me to be totally disabled to support my claimed disability level?

No. You may only use determinations of disability made by a treating physician or a Qualified Medical Doctor (QMD).

Q4-20. I am not sure if I have lupus or ACTD. The Disease Payment Claim Form says I may pick only one (1) disease. How do I decide which to select?

Consult with your doctor prior to completing the Disease Payment Claim Form about what disease or condition he or she has diagnosed or determined you may have. Check the box that matches your diagnosis and supporting medical records. If you check the box for either lupus, scleroderma, polymyositis, dermatomyositis or GCTS and do not qualify, then the Settlement Facility will review your claim for ACTD and/or ANDS if, in the judgment of the Settlement Facility, it appears that you may qualify for one (1) of these conditions.

SECTION 5 – DISEASE OPTION 2 GUIDELINES

Q5-1. How can I determine if I qualify for a Disease Option 2 Payment?

Review the criteria at Tab 5 and discuss your condition with your physician.

Q5-2. In addition to the medical criteria and severity level documentation required in Disease Option 2, what else am I required to submit or do I have to do in order to qualify for a Disease Option 2 claim?

In addition to the medical criteria and severity level documentation (where applicable), you must also submit or meet the following criteria:

1. You must submit all medical records establishing the required findings or laboratory abnormalities; and
2. Qualifying findings must have occurred within a single 24-month period within the five (5) years immediately preceding the submission of the claim except that this period is tolled from May 15, 1995 to the Effective Date. Findings supplemented in response to a deficiency letter sent by the Settlement Facility do not have to fall within the 24-month period outlined above; and
3. If exclusions are noted for a required finding, the physician making the finding or ordering the test must affirmatively state that those listed exclusions are not present; and
4. The physician recording a GCTS finding or making a disease diagnosis must also affirmatively state that the qualifying symptoms did not exist before the date of first implantation. This statement can be based upon patient history so long as it is consistent with medical records in the physician's possession. Failure to make these affirmative statements will result in a deficiency letter; and
5. All medical records establishing the required findings or laboratory abnormalities must be submitted to the Settlement Facility. In addition, you must supply all underlying office charts, radiology/pathology reports, and tests results in the possession of the physician who makes the required findings or statements, or who ordered the required tests; and
6. QMD statements may be acceptable proof under Disease Option 2 if:
   A. The QMD is a Board-certified rheumatologist - for Lupus, Scleroderma, Polymyositis or Dermatomyositis - or is Board-certified in the appropriate specialty to make the required GCTS findings; and
   B. The statement covered all of the detailed findings that are required in Disease Option 2; and
   C. The QMD personally examined you; and
   D. The QMD included all of the additional statements required concerning listed exclusions and pre-existing symptoms.

In most cases, additional physician statements will have to be submitted for Disease Option 2 claims.

Q5-3. What are the "affirmative statements" and "exclusions" referenced in Q5-2 above?

An affirmative statement is a written statement by the physician stating that the listed exclusion for your diagnosed disease is not present in your case. Exclusions are contained in the "General Guidelines" preface to Disease Option 2 and in bracketed language in each of the Disease Option 2 diseases, and begin with the word "Exclusion:" For example, criterion #5 (arthritis) for SLE contains a bracketed Exclusion of erosive arthritis. If your SLE diagnosis is based on arthritis, the diagnosing rheumatologist must affirmatively state in your medical records or letter that you do not have erosive arthritis.

Q5-4. What Board-certified specialist is required to provide a diagnosis of Scleroderma, Lupus, Polymyositis or Dermatomyositis in Disease Option 2?

To qualify for Scleroderma, Lupus, Polymyositis or Dermatomyositis in Disease Option 2, you must be personally examined and have a diagnosis by a Board-certified rheumatologist.

Q5-5. I was diagnosed with one (1) of the Disease Option 2 diseases (Scleroderma, SLE, Polymyositis or Dermatomyositis) and my medical records contain all of the required findings. Can I rely on this diagnosis even though it was not made by a Board-certified rheumatologist?

No.

Q5-6. My treating rheumatologist (who isn't Board-certified) diagnosed me with one (1) of the Disease Option 2 diseases. Can I submit my medical records along with a letter from a Board-certified rheumatologist stating that (s)he has reviewed all of these records and agrees with and confirms my disease diagnosis?

No. A diagnosis by a Board-certified rheumatologist must be based upon his or her personal examination of you. (S)he cannot rely solely on reviewing your medical records to provide the diagnosis required in Disease Option 2.

Q5-7. Does a claim for "General Connective Tissue Symptoms" have to be supported by a diagnosis made by a Board-certified rheumatologist?

No. No diagnosis is required for this category under Disease Option 2.

Q5-8. What do I have to submit to support a claim for GCTS?

Your medical documentation must establish that one (1) of the required combinations of findings from the three (3) groups of findings is present. Some findings can only be made by a particular type of medical specialist. Read the GCTS criteria at Tab 5 carefully.

Q5-9. The general guidelines for Disease Option 2 claims require that qualifying findings must have occurred within a single 24-month period within the five (5) years immediately preceding the submission of the claim. What date is used to determine the date the claim was submitted?

The date can be either the date the Settlement Facility receives the Disease Payment Claim Form (the red edge) or the date your original disease claim form was received by the MDL Claims Office in 1994. We will apply the date that, in your particular situation, allows you to meet this requirement.

Q5-10. I was a current claimant in the RSP, and under that program I could not apply for GCTS initially. Am I allowed to make a claim for GCTS under the Dow Corning Settlement Plan or do I have to first file a claim for ACTD?

You are permitted to make a claim directly for GCTS.

SECTION 6 – INCREASED SEVERITY PAYMENT FOR DISEASE OPTION 1 AND DISEASE OPTION 2 CLAIMS

Q6-1. If I receive a Disease Payment now but become more ill in the future, can I apply for an additional payment?

Yes. For approved Disease Option 1 claimants, there is an Increased Severity Fund of $15 million (U.S.) (Net Present Value) to pay approved claims. For approved Disease Option 2 claimants, there is also an increased severity payment but there is no specific monetary cap as in Disease Option 1. You can apply for an increased severity payment only in the Disease Option in which you were approved and paid. For example, if you were compensated for ACTD in Disease Option 1, then you can only apply for increased severity benefits in Disease Option 1.

Q6-2. What are the eligibility criteria for the Disease Option 1 Increased Severity Fund?

To be eligible for an increased severity payment under Disease Option 1, you must be able to document that you meet the Level "A" disability criteria for your approved disease.

Q6-3. If I am approved for the Disease Option 1 Increased Severity Fund, how much can I recover?

You will be eligible to receive the difference between your original approved disease payment amount and the Level "A" amount.

Q6-4. My treating physician wrote a statement that my ACTD disability level has increased from Level "C" (20% disabled) to Level "B" (35% disabled). Am I eligible for the Disease Option 1 Increased Severity Fund?

No.

Q6-5. What are the eligibility criteria for the Disease Option 2 increased severity payment?

You may be eligible if you are able to document on or before fifteen (15) years after the Effective Date that you are entitled to a larger payment than previously allowed. You can qualify by either of the following two (2) methods:

1. You are diagnosed with a new eligible disease in Disease Option 2; or
2. Your existing Disease Option 2 disease becomes more severe such that it qualifies you for a higher severity level payment amount.

Q6-6. When and how will approved Disease Option 1 and Disease Option 2 increased severity payments be made?

Disease Option 1 and Option 2 increased severity payments will be paid when and if the District Court authorizes Premium Payments to be made. *(Read Q2-6 in the Claimant Information Guide for more information about Premium Payments.)*

Q6-7. Does the Disease Option 1 Increased Severity Fund allow me to move from Disease Option 1 to Disease Option 2?

No.

SECTION 7 – PROCESSING OF DISEASE CLAIMS AND NOTIFICATION OF STATUS LETTERS

Q7-1. What types of problems or "deficiencies" are there for disease claims? What do they mean and how can I cure them if my claim is found to be deficient in some way?

A non-exhaustive list of the deficiencies that may appear in your Notification of Status letter is included here, with explanations as well as information concerning how the deficiency might be cured. While it is impossible to anticipate every situation, the Settlement Facility has established certain deficiency standards that will guide the review of disease claims.

A. Documentation Criteria

Deficiency: "The following ACTD symptoms were not documented: *[specific symptoms listed here].*"

Guidelines to cure this Deficiency: Read Q4-18 for a description of the term "documented." This deficiency can be cured by providing (1) proof of verification of your symptom through physical examination, (2) a supplemental statement from your QMD revealing that (s)he questioned you sufficiently about this symptom and concluded that the complaint is valid, or (3) additional medical records reflecting that you complained about this symptom on other occasions.

B. Disability Deficiencies

Deficiency: "All the records on which the QMD based his/her determination of your disability were not submitted with your claim."

Guidelines to cure this Deficiency: Your QMD indicated that (s)he relied on some documents in making your disability determination, but those other documents have not been submitted. Before we can confirm your disability, we must have all the records that the QMD used to make that determination. You can cure this deficiency by filing those documents.

Deficiency: "Information contained in your claim documents indicates that you are not disabled by a compensable condition."

Guidelines to cure this Deficiency: Your medical documentation affirmatively reveals you are not disabled. If this is incorrect, this deficiency can possibly be cured by providing a statement from your QMD or treating physician describing your current disability and providing a satisfactory explanation for the contradictory information submitted earlier.

Deficiency: "Information contained in your claim documents indicates that the disability determination is inconsistent with settlement criteria."

Guidelines to cure this Deficiency: Your QMD or treating physician made a determination of your disability, but information about your pain or limitations on your activities (either in the QMD's statement or elsewhere in your records)

conflicts with the requirements for that disability level. The deficiency can possibly be cured by a statement from your QMD or treating physician assigning a disability level that is appropriate for your condition or providing information about your disability that is consistent with settlement criteria for that level. (If your supplemental documentation provides new information in support of the disability level you originally claimed, please also provide an explanation for the contradictory information submitted earlier.)

Deficiency: "Your claim documents contain insufficient information about your condition to evaluate whether the disability determination is consistent with settlement criteria."

Guidelines to cure this Deficiency: Although your QMD or treating physician made a determination of your disability, there is not enough information in your claim file to allow the Settlement Facility to determine if that disability level was appropriately assigned by the physician. This deficiency can be cured by providing a supplemental statement from your treating physician or QMD describing your level of pain or limitations on your activities. If your disability is caused in part by a disease or condition that is not compensable under the original disease schedule, you can only be approved for the level of your disability that is caused by the covered disease or condition. In that situation, make sure that in describing your disability, your physician clearly indicates the extent of your disability caused by the disease or condition covered by the settlement terms.

Deficiency: "Information contained in your claim documents indicates that you are no longer disabled by a compensable condition."

Guidelines to cure this Deficiency: Your claim documentation clearly indicates that you are no longer suffering from any earlier disability you may have had. This deficiency can only be cured if you are once again disabled. Provide a statement from your QMD or treating physician describing your current disability and explaining the change from your earlier-reported condition.

Deficiency: "Your claim documents did not contain a determination by a treating physician or QMD of your disability."

Guidelines to cure this Deficiency: Your file contained no determination of your disability by either your treating physician or a QMD. If your file did contain a disability determination from a physician, this deficiency was assigned because we were unable to confirm that the physician who made that disability determination was either a treating physician or an appropriate Board-certified specialist. This disability can be cured by obtaining a determination of disability from your treating physician or a physician Board-certified in one of the specialties qualifying as "QMD" specialties.

C. Number of Symptoms

Deficiency: "In addition to the other deficiencies noted in this letter, you need one (1) more symptom to qualify for a compensable condition."

Guidelines to cure this Deficiency: After curing any other symptom-related deficiencies noted in your Notification of Status, you will still need one more symptom to qualify. This deficiency can be cured by providing medical records or a supplemental statement from your QMD reflecting any additional symptoms you have that satisfy settlement criteria.

Deficiency: "In addition to the other deficiencies noted in this letter, you need more than one (1) additional symptom to qualify for a compensable condition."

Guidelines to cure this Deficiency: After curing any other symptom-related deficiencies noted in your Notification of Status, you will still need two (2) or more additional symptoms to qualify for the applicable disease or condition. This deficiency means that your claim documentation contained few (or perhaps none) of the signs, symptoms, and findings required to support a claim for the particular disease or condition mentioned in your Notification of Status. You need to review in detail the exact requirements for establishing your disease or condition. These requirements are found at Tab 5. Look carefully through the claim documentation you submitted to see which, if any, of the signs, symptoms, and findings required by the Disease Schedule at Tab 5 can be found in your documentation. A thorough comparison of these documents should give you the answers you need. The deficiency can be cured by providing medical records or a supplemental statement from your QMD reflecting any additional symptoms you have that meet the criteria for that disease or condition.

D. Pre-Existing Conditions

Deficiency: "The following ACTD symptoms existed before you received your first (1st) breast implant: *(specific symptoms listed here)*."

Guidelines to cure this Deficiency: Your claim records reflect that you suffered from these ACTD symptoms before you had your first (1st) breast implant. The Settlement Facility is not permitted to credit those pre-existing symptoms. The only way this deficiency can be cured is if there are typographical errors in the dates in your records. If there are indeed typographical errors in those dates, you must provide an affirmative statement from the physician whose records contain those errors explaining in detail the nature of those errors and the true dates that should have been reflected in those records.

Deficiency: "Information contained in your claim documents indicates that the compensable condition from which you suffered before your first (1st) implant has not increased in severity or disability since that implant."

Guidelines to cure this Deficiency: Your records show that you suffered from the disease noted on your Notification of Status before you received your first (1st) breast implant. That condition is now compensable only if it increased in severity or in its impact on your disability after implantation. You can cure this deficiency by providing either a supplemental report from your treating physician or QMD that affirmatively reveals that your condition has worsened to the point that you are now in a higher payment category or medical records that demonstrate that increase.

E. Physician Signature

Deficiency: "Your QMD's statement or diagnosis was not signed." "Your QMD's determination of disability or severity level was not signed."

Guidelines to cure this Deficiency: A statement or diagnosis from a QMD must have that physician's signature. You can cure this deficiency by having the QMD sign a copy of the original statement or diagnosis, and filing that signed copy with the Settlement Facility. If the deficiency noted is lack of signature on the disability statement, be sure that the statement which you have the physician sign is the one that contains his or her determination of your disability.

F. Failure to Meet Settlement Criteria

Deficiency: "Your medical records did not reveal whether the following lab tests were performed by the method required by the settlement or if the results of those tests meet settlement criteria: *(specific test listed here)*."

Guidelines to cure this Deficiency: The settlement requires that the lab tests noted be performed by a certain stated method or that the results of those tests meet certain minimum values. If your tests did meet that stated criteria, but your original documentation failed to reveal that fact, you can cure this deficiency by providing a statement from either the lab or the physician who ordered the test reflecting the method by which it was run and the results reported in the value required by the settlement. If your tests did not, in fact, meet the stated criteria, you can cure this deficiency by having them retaken in the manner required by the original disease schedule.

Deficiency: "The following signs and symptoms did not meet settlement criteria: *(specific symptoms listed here)*."

Guidelines to cure this Deficiency: The symptoms noted were not shown in your claim file to meet the criteria that the original disease schedule specifies. Perhaps your complaints were not shown to rise to the level required for us to credit you with those particular symptoms. Perhaps the records revealed your complaint fell within a category affirmatively excluded by settlement criteria. This deficiency can be cured by providing either a supplemental statement from your QMD or the medical records demonstrating that your symptom does indeed meet the criteria stated in the original disease schedule.

Q7-2. My Notification of Status says I have a few deficiencies in my ACTD claim. I have recently been diagnosed with Lupus. Can I submit a new claim for Lupus instead of only correcting my ACTD deficiencies?

Yes.

Q7-3. My Notification of Status letter says that "upon cure of appropriate deficiencies" my claim will be approved. What does "appropriate deficiencies" mean?

Certain deficiencies, such as pre-existing ACTD symptoms, are probably not curable, but we provided this information to let you know how these factors were evaluated.

SECTION 8 – DEADLINES

Q8-1. How long do I have to cure any problems identified in my Notification of Status letter?

If there is a problem with your disease claim, the Settlement Facility will inform you of the problem. You will have one (1) year from the date of the letter informing you of the deficiency to correct the problem. If you do not correct the problem within this one (1) year period, then your disease claim will be denied, and 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.

Because of this short time to correct problems, it is important that you review your medical records carefully before you send them in for review. Do not send your records to the Settlement Facility in a piecemeal fashion. Once a disease claim is received, the Settlement Facility will review and evaluate your claim based on the medical records and documents in your file at that time. If you have not submitted all of your medical records and documents that support your claim, then you will receive a deficiency letter informing you that your claim is being denied.

If your medical records meet the proof requirements in Tab 5, then you will receive a letter from the Settlement Facility informing you that your claim is approved. Approved claims will be paid after the Effective Date.

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 Q8-5 of the Option 1 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.

CLAIMANT INFORMATION GUIDE
DOW CORNING BREAST IMPLANT CLAIMANTS
(CLASS 6.2) OPTION 2

OPTION 2

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**

Contact us at:

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December 2002

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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 6.2, OPTION 2)

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 6.2, Option 2). Please use only these materials when you complete your Claim Forms.

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OPTION 2

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

OPTION 2

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

The Claims Package for Class 6.2 Dow Corning breast implant claimants includes the following seven (7) items. 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. Instructions/guidelines to Options
3. "Participation Form" (the white edge) and instructions
4. Option 1 package
5. Option 2 package
6. Option 3 package
7. Option 4 package.

This Option 2 package includes the "$1,200 (U.S.) Expedited Release Payment Claim Form" and Instructions (the red edge) and this Claimant Information Guide.

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.

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:

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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?

OPTION 2

Based on the information you provided on your Proof of Claim form, you have been placed initially in Class 6.2 for Foreign Dow Corning Breast Implant Claimants — Category 3 and Category 4 countries.

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 6.2) and a Dow Corning TMJ implant (Class 10.2). 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 6.2 (Foreign Dow Corning Breast Implant Claimants) and Class 10.2 (Foreign Dow Corning Other Products Claimants). You may complete Claim Forms for each Class.

Q1-10. I have a Dow Corning breast implant (Class 6.2) and a Bristol silicone gel breast implant implanted in 1985 (Class 7). Can I recover benefits from both Classes 5 and 7?

No. You are eligible for benefits from Class 6.2. You are not eligible for payment from Class 7. If you are in Class 6.2, you cannot also be in Class 7.

Q1-11. What if I don't belong in Class 6.2 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 6.2. 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 Options?

Claimants who are in Class 6.2 and elect Option 2 will receive a $1,200 (U.S.) Expedited Release Payment. You can receive this payment simply by showing that you have or used to have a Dow Corning breast implant.

Q2-2. Can I apply for and receive payment for more than one Settlement Option?

No.

Q2-3. Do I have to complete the Claim Form(s) in English? Do I have to have my medical records and documents translated into English?

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.

Q2-4. 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.

OPTION 2

- 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 U.S. 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.
- DCC Litigation Facility, Inc. may try to have your case referred to a court in your country under the doctrine of forum non conveniens.
- 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.
- 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 Amended Joint Plan does 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 6.2) 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 6.2) and a Dow Corning TMJ implant (Class 10.2). 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. *(Read the Class 6.2, Option 1 Claimant Information Guide for more information.)*

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 Dow Corning 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 Settlement Facility. 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 carefully.

SECTION 4 – RESERVED FOR FUTURE USE

SECTION 5 – PROOF OF MANUFACTURER

Q5-1. Why do I need to submit medical records or documents that show I was implanted with a Dow Corning breast implant?

To settle your claim and receive payment, you will need to submit 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.

OPTION 2

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

Read the $1,200 (U.S.) Expedited Release Payment Claim Form Instructions.

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

Read the $1,200 (U.S.) Expedited Release Payment Claim 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.

OPTION 2

(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*.)

OPTION 2

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.

OPTION 2

Q5-21. 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 all questions on the Claim Form and submit medical records regarding those implants.

SECTION 6 – GENERAL DEADLINES/DELIVERY METHODS/ EFFECTIVE DATE/DEADLINES TO APPLY FOR SETTLEMENT BENEFITS

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

Q6-1. 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 Q6-5 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 Form in your Claims Package.

Q6-2. 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.].

Q6-3. 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.

Q6-4. 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.

OPTION 2

PART B – EFFECTIVE DATE

Q6-5. 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

Q6-6. What is the deadline to submit my $1,200 (U.S.) Expedited Release Payment Claim Form?

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

Q6-7. What are the acceptable methods to mail or deliver my Claim Form to the Settlement Facility?

Mail or deliver the Claim 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 the deadline; OR
2. Mail the Claim Form 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 Form by regular U.S. mail or by using a national mail service in the country in which you reside, then the Claim Form 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 Form 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.

Q6-8. 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.

Q6-9. 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. 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.

Q6-10. 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.

Q6-11. 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 7 – CONTACT INFORMATION

Q7-1. 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.

Q7-2. 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-

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.

Q7-3. 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.

Q7-4. Can I e-mail my completed Claim Forms to the Settlement Facility?

No.

Q7-5. Can I fax my Claim Forms and documents to the Settlement Facility?

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

OPTION 2

Q7-6. 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.

Q7-7. 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.

Q7-8. 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.

Q7-9. 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 Form 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 8 – ATTORNEY FEES AND EXPENSES

Q8-1. What attorney fees are allowed on my settlement benefits?

Fees charged by an attorney cannot exceed the sum of 10% of the first $10,000 (U.S.).

Q8-2. Are attorneys fees allowed on the $1,200 (U.S.) Expedited Release Payment?

No, but certain expenses may be deducted as described in Q8-3.

Q8-3. 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.

Q8-4. 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 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.

Q8-5. 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.

SECTION 9 – CLAIMS FILED ON BEHALF OF AN ESTATE OF A DECEASED CLAIMANT

Q9-1. 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.

OPTION 2

Q9-2. How can I be appointed as executor or administrator of the estate?

This is a matter of law in your country. The Settlement Facility cannot tell you what it will take to be appointed. Contact the appropriate court or an attorney for additional information.

Q9-3. 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.

Q9-4. Can the Claims Assistance Program help me with probate issues?

No. The Claims Assistance Program cannot advise you concerning probate or guardianship matters.

SECTION 10 – REIMBURSEMENT AND LIENS

Q10-1. 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.

Q10-2. 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.

Q10-3. 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.

Q10-4. If my former attorney filed a lien against me in the RSP, is it still valid in the Settlement Facility?

No.

Q10-5. 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.

Q10-6. 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 a payment 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 Q6-5 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.

CLAIMANT INFORMATION GUIDE
DOW CORNING BREAST IMPLANT CLAIMANTS
(CLASS 6.2) OPTION 3

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**

OPTION 3

Contact us at:

Settlement Facility-Dow Corning Trust
P.O. Box 52429
Houston, Texas 77052
U.S.A.
(Toll Free) 1-866-874-6099

www.dcsettlement.com

December 2002

OPTION 3

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 6.2, OPTION 3)

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 6.2, Option 3). Please use only these materials when you complete your Claim Form.

TABLE OF CONTENTS

OPTION 3

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

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

The Claims Package for Class 6.2 Dow Corning breast implant claimants includes the following seven (7) items. 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. Instructions/guidelines to options
3. "Participation Form" (the white edge) and instructions
4. Option 1 package
5. Option 2 package
6. Option 3 package
7. Option 4 package.

This Option 3 package includes the "$600 (U.S.) Proof of Manufacturer Payment Claim Form" (the blue edge) and Instructions and this Claimant Information Guide.

OPTION 3

Q1-2. I completed claim forms in the original global settlement and/or the Revised Settlement Program (RSP) or the Foreign Settlement Program (FSP). 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.

OPTION 3

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 been placed initially in Class 6.2 for Foreign Dow Corning Breast Implant Claimants — Category 3 and Category 4 countries.

OPTION 3

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 6.2) and a Dow Corning TMJ implant (Class 10.2). 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 6.2 (Foreign Dow Corning Breast Implant Claimants) and Class 10.2 (Foreign Dow Corning Other Products Claimants). You may complete Claim Forms for each Class.

Q1-10. I have a Dow Corning breast implant (Class 6.2) and a Bristol silicone gel breast implant implanted in 1985 (Class 7). Can I recover benefits from both Classes 5 and 7?

No. You are eligible for benefits from Class 6.2. You are not eligible for payment from Class 7. If you are in class 6.2, you cannot also be in class 7.

Q1-11. What if I don't belong in Class 6.2 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 6.2. Complete and return the Participation Form, but do not fill out the other Claim Form. 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 options?

Claimants who are in Class 6.2 and elect Option 3 will receive a $600 (U.S.) Proof of Manufacturer Payment. You can receive this payment simply by completing the Claim Form and attesting that you have or used to have a Dow Corning breast implant. Read the $600 (U.S.) Proof of Manufacturer Payment Claim Form Instructions.

Q2-2. Can I apply for and receive payment for more than one (1) Settlement Option?

No.

Q2-3. 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.

OPTION 3

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

OPTION 3

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 Amended Joint Plan does 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 6.2) 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 6.2) and a Dow Corning TMJ implant (Class 10.2). 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.

OPTION 3

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. *(Read the Claimant Information Guide for Class 6.2, Option 1 for information on disease payment guidelines.)*

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 Dow Corning 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 carefully.

OPTION 3

SECTION 4 – RESERVED FOR FUTURE USE

SECTION 5 – GENERAL DEADLINES/DELIVERY METHODS/ EFFECTIVE DATE/DEADLINES TO APPLY FOR SETTLEMENT BENEFITS

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

Q5-1. 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 Q5-5 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 Form in your Claims Package.

Q5-2. 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.)*

Q5-3. 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.

Q5-4. What are the acceptable methods to mail or deliver my Participation Form to the Settlement Facility?

OPTION 3

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

Q5-5. 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

Q5-6. What is the deadline to submit my $600 (U.S.) Proof of Manufacturer Claim Form?

You must submit your $600 (U.S.) Proof of Manufacturer Claim Form (the blue edge) on or before three (3) years after the "Effective Date."

Q5-7. 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 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.

OPTION 3

Q5-8. 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.

Q5-9. 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. 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.

Q5-10. 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.

Q5-11. 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 6 – CONTACT INFORMATION

Q6-1. How can I contact the Settlement Facility with a question?

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

Q6-2. 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-

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.

Q6-3. 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.

Q6-4. Can I e-mail my completed Claim Forms to the Settlement Facility?

No.

Q6-5. Can I fax my Claim Forms and documents to the Settlement Facility?

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

Q6-6. 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.

Q6-7. 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.

Q6-8. 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.

Q6-9. 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 associated with your Claim Number on a separate piece of paper and return this with your Participation Form or Claim Form.

SECTION 7 – ATTORNEY FEES AND EXPENSES

Q7-1. Are attorney fees allowed on the $600 (U.S.) Proof of Manufacturer Benefit Expedited Release payment?

Yes, fees are limited to 10%.

Q7-2. 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.

Q7-3. 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 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.

Q7-4. 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.

SECTION 8 – CLAIMS FILED ON BEHALF OF AN ESTATE OF A DECEASED CLAIMANT

Q8-1. 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.

Q8-2. How can I be appointed as executor or administrator of the estate?

This is a matter of law in your country. The Settlement Facility cannot tell you what it will take to be appointed. Contact the court for the area in which you live or speak to an attorney for additional information.

Q8-3. 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.

Q8-4. Can the Claims Assistance Program help me with probate issues?

No. The Claims Assistance Program cannot advise you concerning probate or guardianship matters.

SECTION 9 – REIMBURSEMENT AND LIENS

Q9-1. 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.

Q9-2. 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.

Q9-3. 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.

Q9-4. If my former attorney filed a lien against me in the RSP, is it still valid in the Settlement Facility?

No.

Q9-5. 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 (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.

Q9-6. 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 a payment 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 Q5-5 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.

CLAIMANT INFORMATION GUIDE
DOW CORNING BREAST IMPLANT CLAIMANTS
(CLASS 6.2) OPTION 4

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**

OPTION 4

Contact us at:

Settlement Facility-Dow Corning Trust
P.O. Box 52429
Houston, Texas 77052
U.S.A.
(Toll Free) 1-866-874-6099

www.dcsettlement.com

December 2002

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

OPTION 4

CLAIMANT INFORMATION GUIDE
DOW CORNING BREAST IMPLANT CLAIMANTS (CLASS 6.2, OPTION 4)

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 6.2, Option 4). Please use only these materials when you complete your Claim Forms.

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OPTION 4

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

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

The Claims Package for Class 6.2 Option 4 Dow Corning breast implant claimants includes the following seven (7) items. 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. Instructions/Guidelines to options
3. "Participation Form" (the white edge) and instructions
4. Option 1 package
5. Option 2 package
6. Option 3 package
7. Option 4 package

This is the package for Option 4. This Option 4 package includes:

1. "$750 (U.S.) Expedited Release" or "Limited Disease Payment Claim Form" and Instructions (the red edge)

2. This Option 4 Claimant Information Guide.

Q1-2. I completed claim forms in the original global settlement and/or the Revised Settlement Program (RSP) or the Foreign Settlement Program (FSP). 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.

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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.

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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 been placed initially in Class 6.2 for Foreign Dow Corning Breast Implant Claimants — Category 3 and Category 4 countries.

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 or 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 6.2) and a Dow Corning TMJ implant (Class 10.2). 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 6.2 (Foreign Dow Corning Breast Implant Claimants) and Class 10.2 (Foreign Dow Corning Other Products Claimants). You may complete Claim Forms for each Class.

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Q1-10. I have a Dow Corning breast implant (Class 6.2) and a Bristol silicone gel breast implant implanted in 1985 (Class 7). Can I recover benefits from both Classes 6.2 and 7?

No. You are eligible for benefits from Class 6.2. You are not eligible for payment from Class 7. If you are in Class 6.2, you cannot also be in Class 7.

Q1-11. What if I don't belong in Class 6.2 because none of my breast implants were made by Dow Corning? Should I fill out the Claim Form anyway?

No. If you do not have a Dow Corning breast implant, then you are not eligible for settlement benefits in Class 6.2. Complete and return the Participation Form, but do not fill out the Claim Form. 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.

Q1-12. I reside in Mexico, a country that is listed in category 4 in the chart located at Tab 2. Can I ask to change the categorization to category 1 or 2 and receive more payment?

The Finance Committee, with the agreement of the Tort Claimants' Committee or the Claimants' Advisory Committee and representatives of Dow Corning ("Debtor's Representatives"), may adjust the categorization of countries in Tab 2 if, due to changed economic conditions, the application of the formula described in the Amended Joint Plan would result in the placement of any country in a category different than that specified on the then current version of Tab 2. If you believe that due to changed economic conditions your country of residence is not correctly categorized in accordance with the formula described in the Amended Joint Plan, then you may submit to the Finance Committee a request for re-categorization. If the Debtor's Representatives and/or the Tort Claimants' Committee, and/or the Claimants' Advisory Committee, and/or the Finance Committee do not agree to re-categorization, you may file a motion in the District Court seeking re-categorization.

Q1-13. I am a citizen of Mexico and was implanted there with a Dow Corning breast implant and a Dow Corning TMJ implant. Can I belong to more than one (1) Class? What Claim Forms should I complete?

In this example, you can belong to and apply for benefits from both Class 6.2 and Class 10.2 (Foreign Dow Corning Other Products Claimants). You (or your attorney if you are represented) should have a Claims Package for Class 6.2 and a claims package for Class 10.2. Complete both sets of Claim Forms because you are eligible to recover settlement benefits as a member of Class 6.2 and Class 10.2.

OPTION 4

SECTION 2 – WHAT ARE MY SETTLEMENT OPTIONS?

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

If you choose Option 4 in Class 6.2, you can apply for either a Limited Disease Payment or a Limited Expedited Release Payment.

(A) **Limited Disease Payment** - To receive a Limited Disease Payment ranging from $3,600 to $18,000 (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 Payment Option that you were approved for. *(Read the Claimant Information Guide for more information about the Disease Payment.)*

OR

(B) **Limited Expedited Release** - To receive the $750 (U.S.) Limited Expedited Release Payment, submit the Proof of Manufacturer Form (the blue edge). *(Read Section 7 for more information on the Limited Expedited Release Payment.);*

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

The payment grid is listed below:

OPTION 4

Class 6.2, Option 4 Settlement Options	**Base* Payment (U.S.)**	**Premium* Payment (U.S.)**	**Total* (U.S.)**
Expedited Release Payment Option	$750	N/A	$750
Limited Disease Payment Disability Level C or D	$3,000	$600	$3,600
Limited Disease Payment Disability Level B	$6,000	$1,200	$7,200
Limited Disease Payment Disability Level A	$15,000	$3,000	$18,000

* If you were implanted with a Bristol, Baxter, or 3M silicone gel breast implant, your payment will be reduced by 50%.

Q2-3. Can I apply for and receive payment for more than one (1) Settlement Option in Option 4?

No. You must choose between the Limited Disease or Limited Expedited Release payments.

Q2-4. Will my payment be made 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 payment either in U.S. dollars or in your local currency.

Q2-5. When I receive payment, can the Settlement Facility include a statement that the payments are being made on account of general damages?

Yes, the payment documentation will include this statement.

Q2-6. Do I have to complete the Claim Form(s) in English? Do I have to have my medical records and documents translated into English?

You may submit your Claim Form, medical records and documentation in your own language or translated into English.

Q2-7. 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.

Q2-8. 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.

Q2-9. 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, and Increased Severity Payments.

Q2-10. 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.

Q2-11. 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.

Q2-12. 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.

Q2-13. 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, to the extent there is any risk of reduction in payments, it is most probable that the reduction would apply to the Premium Payment.

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

OPTION 4

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. This means that you cannot apply for the Limited Disease Payment or the Limited Expedited Release Payment.

- 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 U.S. 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.
- DCC Litigation Facility, Inc. may try to have your case referred to a court in your country under the doctrine of forum non conveniens.
- 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.
- 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 Amended Joint Plan does 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 6.2) 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 6.2) and a Dow Corning TMJ implant (Class 10.2). 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. Review the Disease Claimant Information Guide for Class 6.2, Option 1 for a definition of these Disease Options.

Q3-14. The Participation Form asks for information about my implant and case. Do I have to fill this out?

Yes. This information will assist the U.S. 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.

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Q3-15. 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.

Q3-16. 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.

Q3-17. 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 Dow Corning 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 carefully.

OPTION 4

SECTION 4 – RESERVED FOR FUTURE USE

SECTION 5 – PROOF OF MANUFACTURER

Q5-1. What proof of manufacturer information must I supply on the Claim Form so that the Settlement Facility will accept my Option 4, Limited Disease or Limited Expedited Release claim?

To receive the payment, you must do all of the following:

A. Complete the Option 4, Limited Disease/Limited Expedited Release Payment Claim Form which includes a sworn, signed statement attesting to the approximate date and place (i.e., hospital, clinic, doctor's office, city and country) of all implantation and removal surgeries involving any breast implant that you have had, including the manufacturer of each such implant.

If that manufacturer is not known, then you must state on the Claim Form that the information is not known; *and*

B. In Section 3D of the Claim Form provide the name of the physician who implanted your Dow Corning silicone gel breast implant and/or the hospital or clinic in which you received your Dow Corning breast implant; *and*

C. In Section 3E write a statement that explains your efforts to locate the implanting physician, clinic or hospital and records and the results of your efforts; *and*

D. Include in that statement the reason for your belief that you are implanted with a Dow Corning silicone gel breast implant; *and*

E. Describe the verifiable war or natural disaster that occurred prior to the Effective Date that resulted in the destruction of all of your relevant medical records including your records from the implant surgery. The description must include sufficient details of the location of your records from the implant surgery and the manner in which the records were destroyed so as to connect the war or natural disaster to the loss of your records.

If you meet all of these criteria, then the Settlement Facility will determine whether the information regarding the identity of the implanting physician or hospital matches the information provided by Dow Corning regarding sales to physicians, hospitals or clinics. The Settlement Facility will also determine whether the date of the sale of the Dow Corning breast implants to your physician or hospital occurred within a reasonable time before you received your breast implant. If the Settlement Facility makes both of these determinations, then you will be eligible to receive the Limited Disease or Limited Expedited Release Payment. (To receive the Limited Disease Payment you must qualify for one (1) of the eligible diseases or conditions.) If Dow Corning does not have any sales records, then the Settlement Facility will make its determination based on the evidence that you submitted in your sworn statement.

Q5-2. What are the acceptable brand names for Dow Corning breast implants?

A complete list of acceptable brand names is at Tab 1, Part 1.

Q5-3. What proof of manufacturer is clearly unacceptable?

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.

Q5-4. I have a Dow Corning breast implant and a breast implant manufactured by another manufacturer. Am I still eligible for Class 6.2?

Yes, you are a Class 6.2 Claimant. You must complete Section 3 on the Claim Form listing every implant that you have received regardless of the manufacturer.

Q5-5. 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.

Q5-6. 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 Section 3 on the Claim Form listing every breast implant that you have had.

SECTION 6 – ELIGIBLE DISEASES AND GUIDELINES FOR PAYMENT

PART A – GENERAL

Q6-1. What is the Limited Disease Payment?

The Limited Disease Payment provides payments ranging from $3,600-$18,000 (U.S.) (including a Premium Payment) if you submit medical records and documents that show that you have one (1) of the diseases or conditions listed in Q6-2.

Q6-2. What are the eligible diseases and conditions?

Eligible diseases and conditions are:

Atypical Connective Tissue Disease (ACTD)
Atypical Neurological Disease Syndrome (ANDS)
Primary Sjogren's Syndrome (PSS)
Mixed Connective Tissue Disease (MCTD)/ Overlap Syndrome
Systemic Sclerosis / Scleroderma (SS)
Systemic Lupus Erythematosus (SLE)
Polymyositis (PM)
Dermatomyositis (DM)

Q6-3. What are the payment amounts for approved disease claims?

Read Q2-2.

Q6-4. When should I submit my claim for the Limited Disease Payment?

Submit your Limited Disease Payment Claim Form after you obtain all of the medical records and statements necessary to support your claim for an eligible disease or condition and a related disability or severity level. *(Read this Guide and Tab 5 for the medical criteria and documents you will need.)* Do not send your medical records to the Settlement Facility in a piecemeal fashion because this may trigger a review of your disease claim and, if you do not have all of the necessary records, a letter notifying you of a problem with your claim.

Q6-5. What are the definitions for the disability or severity criteria?

The criteria needed to support a disability or severity claim are listed at Tab 5. Read these carefully. Each disease or condition has its own disability or severity criteria.

Q6-6. What are the criteria for a disability statement for ANDS or ACTD?

The payment amounts for ANDS and ACTD are based on the degree to which you are "disabled" by the condition in question, as determined by your treating physician or "Qualified Medical Doctor" (QMD) in accordance with the following guidelines *(Read Q6-29 for a definition of a QMD):*

1. The determination of disability will be based on the cumulative effect of the symptoms on the claimant's ability to perform her vocational, avocational, or usual self-care activities.
2. Vocational means activities associated with work, school and homemaking.
3. Avocational means activities associated with recreation and leisure.
4. Usual self-care means activities associated with dressing, feeding, bathing, grooming, and toileting.
5. In evaluating the effect of your symptoms, the treating physician or QMD must take into account the level of pain and fatigue resulting from the symptoms.
6. The disability percentages for Levels "A," "B," and "C" (described at Q6-7 through Q6-9) are not intended to be applied with numerical precision, but are, instead, intended to serve as a guideline for the treating physician or QMD in the exercise of his or her professional judgment.

Q6-7. What is the definition of Level "A" disability for ANDS and ACTD?

Read the criteria for ANDS and ACTD disability level "A" at Tab 5.

You are eligible for Level "A" disability for death or total disability resulting from your compensable disease or condition. You will be considered totally disabled if you demonstrate a functional capacity adequate to consistently perform none or only a few of your usual duties or activities of vocation or self-care.

In preparing a claim for a Level "A" disability, be aware that the definition of this assigned disability level is a difficult one to meet. You must be unable to do any of your normal activities or only able to do very few of them. Disability Level "A" claims will be reviewed to determine if there is a sufficient description of your daily life and limitations to determine that you meet this strict definition of total disability. It must also be clear in your submission that your total disability is due to the symptoms of your disease or condition and not to other medical conditions or injuries.

If your QMD determines that the death or total disability is clearly and specifically caused by a disease or occurrence other than the compensable disease or condition, the Level "A" disability determination will not be approved.

Q6-8. What is the definition of Level "B" disability for ANDS and ACTD?

Read the criteria for ANDS and ACTD disability level "B" at Tab 5.

You will be eligible for Level "B" disability if you are 35% disabled due to the compensable disease or condition. You shall be considered 35% disabled if you demonstrate a loss of functional capacity that renders you unable to perform some of your usual activities of vocation, avocation, and self-care, or if you can perform them only with regular or recurring severe pain.

Level "B" disability claims must be based on severe pain or an inability to do certain activities. If Level "B" is based on pain, there must be pain-producing symptoms that result in severe pain on a regular or recurring basis. Generalized statements about "severe pain" may not be enough. We must be able to verify that the credited ANDS or ACTD symptoms themselves are the cause of the severe pain. If the Level "B" disability is based on limitations on your activities, your submission must provide information concerning the activities that are limited. A conclusory statement, with no information about you or your limitations, will result in a deficiency being assigned. The disability assessment must demonstrate a connection between the symptoms and the specific activities that you can no longer perform. The disability must be due to the compensable disease or condition. The Settlement Facility must have enough information about what the limitations are and the cause of those limitations to be able to verify that your condition meets the requirements for a Level "B" disability.

Q6-9. What is the definition of Level "C" disability for ANDS and ACTD?

Read the criteria for ANDS and ACTD disability level "C" at Tab 5.

You are eligible for Level "C" disability if you are 20% disabled due to the compensable disease or condition. You shall be considered 20% disabled if you can perform some of your usual activities of vocation, avocation, and self-care with only regular or recurring moderate pain.

If your submission describes your pain as being only "mild" or "slight," your disability determination will not be approved.

Q6-10. Why does the chart in Q2-2 above mention Bristol, Baxter and 3M silicone gel breast implants?

If, in addition to your Dow Corning breast implant, you also have acceptable proof of implantation of a silicone gel breast implant from Bristol, Baxter or 3M, then your Limited Disease Payment will be reduced by 50%. This is known as the "Multiple Manufacturer Reduction."

Q6-11. If I had acceptable proof of a silicone gel breast implant from Bristol, Baxter, or 3M in the Revised Settlement Program (RSP) or Foreign Settlement Program (FSP) but I did not recover any money, will my disease claim in the Settlement Facility still be reduced by 50%?

Yes.

Q6-12. If I had acceptable proof of a silicone gel breast implant from Mentor and CoxUphoff, will my disease claim here be reduced by 50%?

No. The Multiple Manufacturer Reduction only applies if you have acceptable proof of implantation of a Bristol, Baxter or 3M silicone gel breast implant.

Q6-13. If I receive a Disease Payment now and then become more ill in the future, can I apply for an additional payment?

Yes, under certain conditions. Read about the increased severity payment in Part E below.

PART B – ELIGIBILITY GUIDELINES FOR DISEASE PAYMENT CLAIMS

Q6-14. Is there a distinction between "current claimants" and "other registrants" like there was in the RSP or the FSP?

No.

Q6-15. What types of breast implants are eligible for a Limited Disease Payment? Are saline and silicone gel breast implants both eligible?

Yes, both saline and silicone gel breast implants are eligible. As long as you were implanted with a Dow Corning breast implant, then you are eligible to apply for a Limited Disease Payment.

Q6-16. If I apply for a Limited Disease Payment, can I also apply for other settlement payments?

No.

Q6-17. Can I apply for both a Limited Disease Payment and the $750 U.S. Limited Expedited Release Payment?

No.

Q6-18. Do I have to have my Dow Corning breast implants removed to be eligible for a Limited Disease Payment?

No.

PART C – HOW TO APPLY FOR A LIMITED DISEASE PAYMENT

Q6-19. My disease is not on the list of eligible diseases. Can I still apply for a disease payment?

No. Not every disease or medical condition is covered by the disease payment. If you do not have one (1) of the eligible diseases or conditions, then you cannot receive payment for your disease or condition.

Q6-20. I was diagnosed with Fibromyalgia. I don't see this on the list of eligible diseases or conditions. Can I still apply for a disease payment?

Fibromyalgia is not an eligible disease, so you cannot receive payment based solely on this diagnosis. Many - if not most - of the symptoms of Fibromyalgia though are listed in the criteria for Atypical Connective Tissue Disease (ACTD).

Q6-21. Can I rely on the medical records that I sent to the MDL Claims Office in Houston years ago or do I have to resend these documents to the Settlement Facility?

You can rely on the records that you submitted to the MDL Claims Office in Houston, Texas. You do not have to re-submit any records.

Q6-22. I submitted medical records to the MDL Claims Office in 1994. Since that time, my condition has changed and I have new and additional records. Can I send those in and have them considered by the Settlement Facility?

Yes.

Q6-23. Can I get a copy of the medical records and documents that I submit to the Settlement Facility?

Keep a copy of the Claim Form and documents that you submit. If you did not keep a copy, write or call the Settlement Facility to get a copy. Depending on the number of pages in your file, there may be a minimal copying charge.

Q6-24. I don't know how and can't afford to get a copy of my medical records. Can the Settlement Facility or Claims Assistance Program obtain copies of my medical records for me?

No. You need to obtain these yourself by calling or writing your doctors and requesting a copy of your medical file.

Q6-25. Is there a particular way that I should organize my medical records? Should I put them in a binder or folder? How should I submit them?

The Settlement Facility does not have any guideline on how your medical records should be organized and submitted. The Settlement Facility will review the substance of each claim, and no extra consideration will be based on packaging. Please do not send any extra copies of the Claim Form.

PART D – DISEASE PAYMENT GUIDELINES

Q6-26. I've read the medical criteria for disease and disability at Tab 5. I think I qualify for ACTD. What do I need to submit to support my Limited Disease Claim?

Submit all records that contain information relevant to the criteria for the disease for which you are applying. This includes:

1. Medical records relating to the relevant signs, symptoms, findings and test results for the disease you are applying for; *and*

2. Medical records showing the severity of your disease or, if applicable, a determination of a disability level by either a Qualified Medical Doctor (QMD) or your treating physician.

Q6-27. Do I need to submit all of my medical records from every doctor I have ever seen?

Submit those medical records or documents that your physician relied upon in arriving at the diagnosis and findings in your QMD statement or diagnosis. It is not possible to define in advance precisely what medical records will be needed by the Settlement Facility in addition to the statement or diagnosis in order to process any particular claim. This will largely depend upon the nature of the examination or review conducted by the doctor and the form and content of the statement or diagnosis.

Your submission might include a patient questionnaire, physical findings obtained from an assistant's notes in the office chart, and certain lab or other test reports. If your doctor needed to review earlier medical records obtained from other physicians to make a definitive statement about your condition or disability, then those records must also be submitted, if available. If your physician has first-hand knowledge of everything that is the basis of his or her opinion based on his/her examination of you, and the statement or diagnosis sets out that knowledge in sufficient detail, it is possible that no additional records will be required.

Q6-28. What is a "treating physician?"

A "treating physician" is one who has seen, examined, and treated you on several occasions, and not a doctor you have seen only for purposes of getting an evaluation to make a claim under the Limited Disease Payment Option.

Q6-29. What is a Qualified Medical Doctor or "QMD?"

"Qualified Medical Doctor" is a term used to describe a physician who is Board-certified (not Board-eligible) in internal medicine, rheumatology (a sub-speciality of internal medicine), neurology, neurological surgery, or immunology who prepares the statement or diagnosis that you filed in support of your disease claim.

Q6-30. Is a Qualified Medical Doctor a "treating physician?"

"Treating physician" includes a Qualified Medical Doctor if that QMD states that (s)he has the information necessary to form a professional opinion about your disability and sets forth in the statement or diagnosis (or a supplemental statement) the information upon which that opinion is based and the source of that information.

Q6-31. What does "Board-certified" mean?

"Board-certified" means certification in a particular medical specialty by the American Board of Medical Specialists. The Settlement Facility will establish guidelines for Board certification for doctors in countries outside the U.S. The Settlement Facility has adopted the existing guidelines of the MDL claims office.

The following certifications are acceptable:

England: Fellows in good standing of the Royal College of Surgeons of England who have been awarded that organization's Certificate of Completion of Specialist Training in Neurosurgery. Also, Fellows in good standing of the Royal College of Physicians of England who have been awarded that organization's Certificate of Completion of Specialist Training in Neurology, General (Internal) Medicine, Immunology, or Rheumatology.

Finland: A postgraduate specialty degree in allergology, immunology, neurosurgery, neurology, internal medicine, or rheumatology from the Universities of Helsinki, Turku, Tampere, Oulu, or Kuopio in Finland.

Germany: Designation of medical specialist in internal medicine, rheumatology, neurosurgery, or neurology, granted by the German Federal Medical Board.

Israel: Physicians licensed by the Department of Medical Professions of the State of Israel to practice as a specialist in internal medicine, immunology, rheumatology, neurology, or neurosurgery.

Norway: Specialist approval by the Norwegian Medical Association in internal medicine, neurology, neurosurgery, or rheumatology.

South Africa: Medical specialists in neurology, neurosurgery, internal medicine, or rheumatology registered with the South African Medical and Dental Council.

Sweden: Specialist approval by the Swedish National Board of Health and Welfare in neurosurgery, internal medicine, allergology, neurology, or rheumatology.

Switzerland: Title of medical specialist granted by FMH Swiss Medical Association in allergology and clinical immunology, internal medicine, neurology, neurosurgery, and rheumatology.

Q6-32. Can a doctor who is "Board-eligible" but not yet Board-certified write my disease diagnosis or statement?

No. Only "Board-certified" physicians can submit the statement or diagnosis. His/her records can, however, be part of the records submitted to allow the Settlement Facility to classify your claim.

Q6-33. Can a doctor of osteopathy (D.O.) be a Qualified Medical Doctor and write my statement or diagnosis?

Yes. D.O.s may also write diagnoses for disease claims as long as they are Board-certified by the same Board that certifies Medical Doctors and that certification is within an appropriate specialty to the Disease Payment Option for which you are requesting an evaluation.

Q6-34. What are "appropriate" Board-certified specialists for the Limited Payment?

Doctors who write a statement or diagnosis of your disease must be Board-certified in an appropriate specialty to your disease claim. What specialty is appropriate depends on the complaints and symptoms you have.

Q6-35. What would be an appropriate speciality for Scleroderma, Lupus, Polymyositis, Dermatomyositis, MCTD, Primary Sjogren's, or ACTD?

These diseases are all rheumatic diseases or conditions. A Board-certified internist or rheumatologist would be an appropriate specialty for any of these diseases.

Q6-36. What would be an appropriate specialty for Atypical Neurological Disease Syndrome (ANDS)?

Atypical Neurological Disease Syndrome (ANDS) involves neurological complaints; therefore, a Board-certified neurologist would be an appropriate speciality for ANDS.

Q6-37. Several of the eligible diseases and conditions are clustered together, and the same criteria seem to apply to each (i.e., ACTD/ARS/NAC). When a Qualified Medical Doctor (QMD) is writing my statement or diagnosis of these conditions, what name should (s)he give it? All three (3) or any particular one (1)?

Atypical Connective Tissue Disease (ACTD), Atypical Rheumatic Syndrome (ARS), and Nonspecific Autoimmune Disease (NAC) are listed together because they are sometimes used interchangeably by physicians. Depending on the physician, any one (1) of them may be used to describe the particular mix of symptoms and/or findings that are present in a particular case.

Q6-38. Does my treating physician have to be Board-certified to write the statement or diagnosis for my Limited Disease Payment claim?

Yes, (s)he must be Board-certified to write the QMD statement or diagnosis of your disease.

Q6-39. Does my treating physician have to be Board-certified to write my disability statement for my Limited Disease Payment claim?

No, (s)he does not have to be Board-certified to write the disability statement.

Q6-40. If my disability criteria is based on the severity of my disease (such as claims for Scleroderma, Lupus, Polymyositis, Dermatomyositis, MCTD/Overlap Syndrome, or Primary Sjogren's Syndrome), what do I have to submit to the Settlement Facility to document my disability?

You must submit all of the medical records that the physician relied upon in making his or her disability determination. This includes, for example, any disability questionnaire that you completed to assist in the physician's determination.

Q6-41. I was in a car accident and was disabled as a result. Can I use that disability rating?

No. Your disability must be related to your compensable condition. The pain must be due to your ACTD or ANDS symptom(s). For example, ACTD symptoms such as alopecia (hair loss), chronic fatigue and loss of breast function normally do not have a pain component. For your ACTD disability to be approved, you must be experiencing pain from at least one (1) of your qualifying symptoms. Also, pre-existing diseases and conditions are not eligible for consideration.

Q6-42. Can my treating physician or QMD write my disease and/or disability statement tracking the language in the disability definition? Will that be sufficient for my claim to be approved?

No. Generalized statements by your QMD that track the disease or disability language cannot replace the responsibility of the Settlement Facility to review, on a detailed level, all of the claim documentation provided.

Q6-43. In several places in the criteria, especially in the ACTD criteria, the word "documented" precedes a listed symptom. What does "documented" mean?

It is not possible to give one (1) precise definition of this word, because its meaning often depends on the particular symptom involved. Generally, it means that it is based on some reliable information other than simply the patient's complaint or oral history.

For some symptoms, this means that the physician has verified the condition on physical examination or through a lab test.

For others, primarily those symptoms that are entirely subjective, it can mean that the physician has performed a physical examination and questioned the patient about the complaint sufficiently to be able to form a professional opinion, utilizing all the doctor's knowledge and training, that the complaint is a valid one. (In this situation, it is important that the physician relying on these complaints does not qualify the diagnosis by stating that these "findings" are based solely on the patient's history given at the time of the single visit to the Board-certified specialist. The physician needs to feel comfortable in concluding that the problems do indeed exist.)

"Documented" can also mean that written notations of the symptom are found in the patient's medical records that predate her coming to a physician for purposes of obtaining a statement or diagnosis to submit with her disease claim.

PART E – INCREASED SEVERITY FUND FOR DISEASE CLAIMS

Q6-44. If I receive a Disease Payment now but become more ill in the future, can I apply for an additional payment?

Yes. For approved Disease claimants (including those in Classes 5, 6.1, and 6.2), there is an Increased Severity Fund of $15 million (U.S.) (Net Present Value).

Q6-45. What are the eligibility criteria for the Increased Severity Fund?

To be eligible for an increased severity payment, you must be able to document that you meet the Level "A" disability criteria for your approved disease.

Q6-46. If I am approved for the increased severity payment, how much can I recover?

You will be eligible to receive the difference between your original approved disease payment amount and the Level "A" amount.

Q6-47. My treating physician wrote a statement that my ACTD disability level has increased from Level "C" (20% disabled) to Level "B" (35% disabled). Am I eligible for the increased severity payment?

No.

Q6-48. When and how will approved Increased Severity Fund Payments be made?

Increased Severity Fund Payments will be paid when and if the District Court authorizes Premium Payments to be made. *(Read Q2-9 for more information about Premium Payments.)*

PART F - PROCESSING OF DISEASE CLAIMS AND "NOTIFICATION OF STATUS" LETTERS

Q6-49. What types of problems or "deficiencies" are there for disease claims? What do they mean, and how can I cure them if my claim is found to be deficient in some way?

The deficiencies that may appear in your Notification of Status are listed here, with explanations as well as information concerning how the deficiency might be cured. While it is impossible to anticipate every situation, the Settlement Facility has established certain deficiency standards that will guide the review of disease claims.

A. Documentation Criteria

Deficiency: "The following ACTD symptoms were not documented: (specific symptoms listed here)."

Guidelines to cure this Deficiency: Read Q6-43 for a description of the term "documented." This deficiency can be cured by providing (1) proof of verification of your symptom through physical examination, (2) a supplemental statement from your QMD revealing that (s)he questioned you sufficiently about this symptom and concluded that the complaint is valid, or (3) additional medical records reflecting that you complained about this symptom on other occasions.

B. Disability Deficiencies

Deficiency: "All the records on which the QMD based his/her determination of your disability were not submitted with your claim."

Guidelines to cure this Deficiency: Your QMD indicated that (s)he relied on some documents in making your disability determination, but those other documents have not been submitted. Before we can confirm your disability, we must have all the records that the QMD used to make that determination. You can cure this deficiency by filing those documents.

Deficiency: "Information contained in your claim documents indicates that you are not disabled by a compensable condition."

Guidelines to cure this Deficiency: Your medical documentation affirmatively reveals you are not disabled. If this is incorrect, this deficiency can possibly be cured by providing a statement from your QMD or treating physician describing your current disability and providing a satisfactory explanation for the contradictory information submitted earlier.

Deficiency: "Information contained in your claim documents indicates that the disability determination is inconsistent with settlement criteria."

Guidelines to cure this Deficiency: Your QMD or treating physician made a determination of your disability, but information about your pain or limitations on your activities (either in the QMD's statement or elsewhere in your records) conflicts with the requirements for that disability level. The deficiency can possibly be cured by a statement from your QMD or treating physician assigning a disability level that is appropriate for your condition or providing information about your disability that is consistent with settlement criteria for that level. (If your supplemental documentation provides new information in support of the disability level you originally claimed, please also provide an explanation for the contradictory information submitted earlier.)

Deficiency: "Your claim documents contain insufficient information about your condition to evaluate whether the disability determination is consistent with settlement criteria."

Guidelines to cure this Deficiency: Although your QMD or treating physician made a determination of your disability, there is not enough information in your claim file to allow the Settlement Facility to determine if that disability level was appropriately assigned by the physician. This deficiency can be cured by providing a supplemental statement from your treating physician or QMD describing your level of pain or limitations on your activities. If your disability is caused in part by a disease or condition that is not compensable under the original disease schedule, you can only be approved for the level of your disability that is caused by the covered disease or condition. In that situation, make sure that in describing your disability, your physician clearly indicates the extent of your disability caused by the disease or condition covered by the settlement terms.

Deficiency: "Information contained in your claim documents indicates that you are no longer disabled by a compensable condition."

Guidelines to cure this Deficiency: Your claim documentation clearly indicates that you are no longer suffering from any earlier disability you may have had. This deficiency can only be cured if you are once again disabled. Provide a statement from your QMD or treating physician describing your current disability and explaining the change from your earlier reported condition.

Deficiency: "Your claim documents did not contain a determination by a treating physician or QMD of your disability."

Guidelines to cure this Deficiency: Your file contained no determination of your disability by either your treating physician or a QMD. If your file did contain a disability determination from a physician, this deficiency was assigned because we were unable to confirm that the physician who made that disability determination was either a treating physician or an appropriate Board-certified specialist. This disability can be cured by obtaining a determination of disability from your treating physician or a physician Board-certified in one of the specialties qualifying as "QMD" specialties.

C. Number of Symptoms

Deficiency: "In addition to the other deficiencies noted in this letter, you need one (1) more symptom to qualify for a compensable condition."

Guidelines to cure this Deficiency: After curing any other symptom-related deficiencies noted in your Notification of Status, you will still need one (1) more symptom to qualify. This deficiency can be cured by providing medical records or a supplemental statement from your QMD reflecting any additional symptoms you have that satisfy settlement criteria.

Deficiency: "In addition to the other deficiencies noted in this letter, you need more than one (1) additional symptom to qualify for a compensable condition."

Guidelines to cure this Deficiency: After curing any other symptom-related deficiencies noted in your Notification of Status, you will still need two (2) or more additional symptoms to qualify for the applicable disease or condition. This deficiency means that your claim documentation contained few (or perhaps none) of the signs, symptoms, and findings required to support a claim for the particular disease or condition mentioned in your Notification of Status. You need to review in detail the exact requirements for establishing your disease or condition. These requirements are found at Tab 5. Look carefully through the claim documentation you submitted to see which, if any, of the signs, symptoms, and findings required by the Disease Schedule at Tab 5 can be found in your documentation. A thorough comparison of these documents should give you the answers you need. The deficiency can be cured by providing medical records or a supplemental statement from your QMD reflecting any additional symptoms you have that meet the criteria for that disease or condition.

D. Pre-Existing Conditions

Deficiency: "The following ACTD symptoms existed before you received your first (1st) breast implant: *(specific symptoms listed here)*."

Guidelines to cure this Deficiency: Your claim records reflect that you suffered from these ACTD symptoms before you had your first (1st) breast implant. The Settlement Facility is not permitted to credit those pre-existing symptoms. The only way this deficiency can be cured is if there are typographical errors in the dates in your records. If there are indeed typographical errors in those dates, you must provide an affirmative statement from the physician whose records contain those errors explaining in detail the nature of those errors and the true dates that should have been reflected in those records.

Deficiency: "Information contained in your claim documents indicates that the compensable condition from which you suffered before your first (1st) implant has not increased in severity or disability since that implant."

Guidelines to cure this Deficiency: Your records show that you suffered from the disease noted on your Notification of Status before you received your first (1st) breast implant. That condition is now compensable only if it increased in severity or in its

impact on your disability after implantation. You can cure this deficiency by providing either a supplemental report from your treating physician or QMD that affirmatively reveals that your condition has worsened to the point that you are now in a higher payment category or medical records that demonstrate that increase.

E. Physician Signature

Deficiency: "Your QMD's statement or diagnosis was not signed." "Your QMD's determination of disability or severity level was not signed."

Guidelines to cure this Deficiency: A statement or diagnosis from a QMD must have that physician's signature. You can cure this deficiency by having the QMD sign a copy of the original statement or diagnosis, and filing that signed copy with the Settlement Facility. If the deficiency noted is lack of signature on the disability statement, be sure that the statement which you have the physician sign is the one that contains his or her determination of your disability.

F. Failure to Meet Settlement Criteria

Deficiency: "Your medical records did not reveal whether the following lab tests were performed by the method required by the settlement or if the results of those tests meet settlement criteria: *(specific test listed here)*."

Guidelines to cure this Deficiency: The settlement requires that the lab tests noted be performed by a certain stated method or that the results of those tests meet certain minimum values. If your tests did meet that stated criteria, but your original documentation failed to reveal that fact, you can cure this deficiency by providing a statement from either the lab or the physician who ordered the test reflecting the method by which it was run and the results reported in the value required by the settlement. If your tests did not, in fact, meet the stated criteria, you can cure this deficiency by having them retaken in the manner required by the original disease schedule.

Deficiency: "The following signs and symptoms did not meet settlement criteria: *(specific symptoms listed here)*."

Guidelines to cure this Deficiency: The symptoms noted were not shown in your claim file to meet the criteria that the original disease schedule specifies. Perhaps your complaints were not shown to rise to the level required for us to credit you with that particular symptom. Perhaps the records revealed your complaint fell within a category affirmatively excluded by settlement criteria. This deficiency can be cured by providing either a supplemental statement from your QMD or the medical records demonstrating that your symptom does indeed meet the criteria stated in the original disease schedule.

Q6-50. My Notification of Status letter says I have a few deficiencies in my ACTD claim. I have recently been diagnosed with Lupus. Can I submit a new claim for Lupus instead of only correcting my ACTD deficiencies?

Yes.

Q6-51. My Notification of Status letter says that "upon cure of appropriate deficiencies" my claim will be approved. What does "appropriate deficiencies" mean?

Certain deficiencies, such as pre-existing ACTD symptoms, are probably not curable, but we provided this information to let you know how these factors were evaluated.

Q6-52. I am not sure if I have lupus or ACTD. The Disease Payment Claim Form says I may pick only one (1) disease. How do I decide which to select?

Consult with your doctor prior to completing the Disease Payment Claim Form about what disease or condition he or she has diagnosed or determined you may have. Check the box that matches your diagnosis and supporting medical records. If you check the box for either lupus, scleroderma, polymyositis, dermatomyositis or GCTS and do not qualify, then the Settlement Facility will review your claim for ACTD and/or ANDS if, in the judgment of the Settlement Facility, it appears that you may qualify for one (1) of these conditions.

SECTION 7 – $750 (U.S.) EXPEDITED RELEASE PAYMENT

Q7-1. What is the $750 (U.S.) Expedited Release Payment?

You will receive the $750 (U.S.) Expedited Release Payment simply by showing that you currently have or used to have a Dow Corning breast implant using the guidelines on the Claim Form. If you accept this payment, you will not be able to receive a Limited Disease Payment.

Q7-2. What do I have to submit to qualify for the $750 (U.S.) Expedited Release Payment?

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

Q7-3. If I receive the $750 (U.S.) Expedited Release Payment, can I apply for a Limited Disease Payment later if I become sick?

No.

Q7-4. If I decide to apply for a disease claim and don't qualify, can I then decide to take the $750 (U.S.) Expedited Release Payment?

Yes. If your Limited Disease Payment is not approved, you will be offered the $750 (U.S.) Expedited Release Payment.

SECTION 8 – GENERAL DEADLINES/DELIVERY METHODS/ EFFECTIVE DATE/DEADLINES TO APPLY FOR SETTLEMENT BENEFITS

PART A – GENERAL DEADLINES/DELIVERY METHODS

Q8-1. If I choose to settle my claim (Box 2A on the Participation Form (the white edge)), 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 Q8-5 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.

Q8-2. If I choose to reject settlement and file a lawsuit (Box 2B on the Participation Form (the white edge)), 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.].

Q8-3. 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.

Q8-4. What are the acceptable methods to mail or deliver my Participation Form (the white edge) 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 (the white edge) by regular U.S. mail or by using a national mail service in the country in which you reside, then the Participation Form (the white edge) 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

Q8-5. 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.

OPTION 4

PART C – DEADLINES TO APPLY FOR SETTLEMENT PAYMENTS

Q8-6. What is the deadline to apply for the $750 (U.S.) Expedited Release Payment?

You must complete and submit the $750 (U.S.) Expedited Release Payment Claim Form (the red edge) on or before three (3) years after the Effective Date.

Q8-7. What is the deadline to submit my Limited Disease Payment Claim Form (the red edge)?

You must submit the Limited Disease Payment Claim Form (the red edge) and medical records on or before fifteen (15) years after the Effective Date.

Q8-8. What are the acceptable methods to mail or deliver my Claim Forms to the Settlement Facility?

Mail or deliver the Claim 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 the deadline; OR
2. Mail the Claim Form 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 Form 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.

Q8-9. 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.

Q8-10. What are the deadlines to correct problems in my claim submission?

If there is a problem with your Limited Disease Payment Claim, the Settlement Facility will inform you of the problem in writing. You will have one (1) year from the date of the letter informing you of the deficiency to correct the problem. If you do not correct the problem within this one-year period, then your claim will be denied.

If your medical records meet the proof requirements, then you will receive a letter from the Settlement Facility informing you that your claim is approved. Approved claims will be paid after the Effective Date.

Q8-11. 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.

Q8-12. 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 (the white edge) 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 9 – CONTACT INFORMATION

Q9-1. 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.

Q9-2. 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-

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.

Q9-3. 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.

Q9-4. Can I e-mail my completed Claim Forms to the Settlement Facility?

No.

Q9-5. Can I fax my Claim Forms and documents to the Settlement Facility?

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

Q9-6. 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.

Q9-7. 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.

Q9-8. 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 Form to indicate that your name, address or other personal information has changed since your last contact with the Bankruptcy Court or MDL Claims Office.

Q9-9. 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 Form 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 associated with your Claim Number on a separate piece of paper and return this with your Participation Form or Claim Form.

SECTION 10 – ATTORNEY FEES AND EXPENSES

Q10-1. 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.).

Q10-2. Are attorneys fees allowed on the $750 (U.S.) Expedited Release payment?

No, but certain expenses may be deducted as described in Q10-3.

Q10-3. 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.

Q10-4. 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 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.

Q10-5. 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.

SECTION 11 – CLAIMS FILED ON BEHALF OF AN ESTATE OF A DECEASED CLAIMANT

Q11-1. 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.

Q11-2. How can I be appointed as executor or administrator of the estate?

This is a matter of law in your country. The Settlement Facility cannot tell you what it will take to be appointed in your country. Contact the appropriate court or an attorney for additional information.

Q11-3. 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.

Q11-4. Can the Claims Assistance Program help me with probate issues?

No. The Claims Assistance Program cannot advise you concerning probate or guardianship matters.

SECTION 12 – REIMBURSEMENT AND LIENS

Q12-1. 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.

Q12-2. 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.

Q12-3. 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.

Q12-4. If my former attorney filed a lien against me in the RSP, is it still valid in the Settlement Facility?

No.

Q12-5. 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. 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.

Q12-6. 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 a payment 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 Q8-5 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 1.1

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 1.2

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

PRODUCT NAMES	YEARS	DIMENSIONS
NOSE – (SOLID ELASTOMER) IMPLANT		
SILASTIC® brand Rhinoplasty Implant, Safian Technique	1965-1992	Size: Small; Length mm: 29; Depth mm: 4.8 Size: Medium; Length mm: 29; Depth mm: 6.0 Size: Large; Length mm: 29; Depth mm: 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	Length Size: I, II, III & Soft; Length (mm): 35; Width (mm): 60; (mm): 9.5

PRODUCT NAMES	YEARS	DIMENSIONS
TESTICULAR		
(Solid Elastomer) Type		
SILASTIC® brand Testicular Prosthesis	1963-1972	Size: Youth; Diameter: 2 cm; x; Height: 2 1/2 cm Size: Adult; Diameter: 2 1/2 cm; x; Height: 3 1/2 cm
Dow Corning SILASTIC® brand Testicular Prosthesis	1963-1972	
(Gel Filled) Type Initial Product Model		Size: Child; Width (cm): 2.0; x; Heigth (cm): 2.5 Size: Youth; Width (cm): 2.4; x; Heigth (cm): 3.4 Size: Adult (avg); Width (cm): 2.8; x; Heigth (cm): 4.2 Size: Adult (lge); Width (cm): 3.0; x; Heigth (cm): 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)	1978-1991	Size: 10 mm / 11 mm Length Distal (mm): 80 / 90 Proximal (mm): 120 / 110 Diameter (mm): 10 / 11
Penile Implant/Paired Set Design (Subrini Design (European labeling) SILASTIC® Penile Penis Penieene Penien Peneal Implant H.P. (Subrini Design)	1979-1991	

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) Size 1 L 50 W 20 Th 0.8 Size 2 L 55 W 22 Th 0.8 Size 3 L 61 W 24 Th 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 1.3

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

TAB 1.3

Tab I, Part III: Silicone Material Claimants

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

BRAND/MANUFACTURER NAME	STATUS IN REVISED PROGRAM
SOS (Ear Shaped Tissue Expander)	CUI
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

TAB 1.3

Tab I, Part III: Silicone Material Claimants

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

TAB 2

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

TAB 3

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

TAB 4

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.

TAB V

MEDICAL CONDITIONS AND CHARACTERISTICS, OUTLINE OF DEFINITIONS, AND CLASSIFICATION CRITERIA

TAB 5
MEDICAL CONDITIONS AND CHARACTERISTICS, OUTLINE OF DEFINITIONS, AND CLASSIFICATION CRITERIA

PART A. DISEASE AND DISABILITY/SEVERITY DEFINITIONS: DISEASE PAYMENT OPTION 1

GENERAL GUIDELINES

The following are general guidelines, which are adopted from and are intended to be applied consistently with the Revised Settlement Program and interpretations thereof, to be used in the submission and evaluation of a Claim for compensation under Disease Payment Option 1:

There are two (2) ways to document a claim for Disease Payment Option 1 compensation: (a) a Claimant can provide a statement or diagnosis from a physician Board-certified in an appropriate specialty, together with the medical records upon which that statement or diagnosis is based or (b) a Claimant can provide the medical records that, themselves, will enable the Claims Office to place the Claimant on the Disease Payment Option 1 Schedule.

A Claimant should submit all records that contain information relevant to the criteria for Disease Payment Option 1, including (1) records relating to the relevant signs, symptoms, findings and test results set forth in Disease Payment Option 1 and (2) records showing the severity of a Claimant's disease or, if applicable, a determination of disability level by either a Qualified Medical Doctor or the Claimant's treating physician. In general, whatever the physician relied upon in arriving at the diagnosis and findings in the statement or diagnosis should be provided. Typically, this might include a patient questionnaire, physical findings obtained from an assistant's notes in the office chart, and certain lab or other test reports. If the doctor needed to review earlier medical records obtained from other physicians to make a definitive statement about the Claimant's condition or disability, then those records must also, if available, be submitted. If, however, based on an examination of the Claimant, the physician has first-hand knowledge of everything that is the basis for his or her opinion, and the statement or diagnosis sets out that knowledge in sufficient detail, it is possible that no additional records will be required.

As used herein, the term "Qualified Medical Doctor" or "QMD" means a physician who is Board-certified (not Board-eligible) in internal medicine, rheumatology (a sub-specialty of internal medicine), neurology, neurological surgery, or immunology who prepares the statement or diagnosis that the Claimant must file in support of a Disease Payment Option 1 Claim. Only a Board-certified physician can submit the statement or diagnosis of one of the compensable diseases included in Disease Payment Option 1. The physician writing a statement or diagnosis of one of the compensable diseases in Disease Payment Option 1 must be Board-certified in an appropriate specialty. The type of specialty depends on the complaints and symptoms with which a Claimant presents. "Board-certified" means certification in a particular medical specialty by the American Board of Medical Specialists. A Doctor of Osteopathy can be a Qualified Medical Doctor if he or she is Board-certified by the same Board that certifies Medical Doctors. A Doctor of Osteopathy may also submit diagnoses or disease compensation claims so long as his or her certification is within an appropriate specialty.

The Claims Office is authorized to determine whether physicians in other countries have degrees or certifications that are the equivalent of those accorded in the United States and should therefore be treated as Qualified Medical Doctors. The Claims Office shall determine which certification systems of foreign countries are the equivalent of U.S. Board certification using the procedures applied by the MDL 926 Claims Administrator in the Foreign Settlement Program. The Plan Proponents or the Claimants' Advisory Committee and Debtor's Representatives shall specify the categories, degrees or certification of doctors that will qualify as Qualified Medical Doctors in Class 6.2 countries.

As used herein, the term "treating physician" is one who has seen, examined, and treated the Claimant on several occasions, and not a doctor whom the Claimant has seen only for purposes of getting an evaluation to make a claim under this Disease Payment Option. Treating physician includes a Qualified Medical Doctor if such Qualified Medical Doctor states that he or she has the information necessary to form a professional opinion about the Claimant's disability and sets forth in the statement or diagnosis (or in a supplemental statement) the information upon which that opinion is based and the source of that information.

As used herein, the term "documented" means that it is based on some reliable information other than simply the Claimant's complaint or oral history. For some symptoms, "documented" means that the physician has verified the symptom on physical examination or through a lab test. For others, primarily those that are entirely subjective, it can mean that the physician has performed a physical examination and questioned the Claimant sufficiently to be able to form a professional opinion, utilizing all that doctor's knowledge and training, that the complaint is a valid one. (In this situation, it is important that the physician relying on these complaints does not qualify the diagnosis by stating that these "findings" are based solely on the patient's history given at the time of the single visit to the Board-certified specialist. The physician needs to feel confident in concluding that the problems do indeed exist.) "Documented" can also mean that written notations of that symptom are found several places in the Claimant's medical records. Thus, to show that a symptom is "documented," a Claimant can submit (1) proof of verification of the symptom through physical examination; (2) a statement from the Claimant's QMD revealing that (s)he questioned the Claimant sufficiently about the symptom and concluded that the complaint is valid; or (3) medical records reflecting that the Claimant had complained about this symptom on other occasions.

To the extent the severity of a Claimant's disease is based on a disability rating, as defined herein, the Claimant must submit all of the records that the physician relied upon in making his or her disability determination. This would include, as an example, any disability questionnaire that the Claimant completed in order to assist in the physician's determination. A non-Board-certified treating physician can provide a disability determination.

In preparing submissions for Disease and Disability Option 1 and in curing any deficiencies that may be noted when the submission is processed, Claimants and their physicians (and their counsel if applicable) should be aware that the disability must be related to the compensable condition. That is, the pain must be due to the Claimant's Atypical Connective Tissue Disease or Atypical Neurological Disease. Thus, a threshold requirement in evaluating a disability submission is whether the Claimant's qualifying symptoms are ones such as alopecia, chronic fatigue, or loss of breast function that normally have no pain component. A disability determination cannot be approved unless there is evidence that the Claimant is experiencing pain from at least one (1) of her qualifying symptoms or unless the Claimant, in response to a deficiency determination, supplies evidence that she has an additional qualifying symptom

that does cause pain. In addition, Claimants and their physicians (and their counsel if applicable) should be aware that a "C" level disability requires that the pain be "regular or recurring." Thus, if a Claimant's pain is described in her records as being only "mild" or "slight," the disability determination will not be approved.

With respect to a claim for a "B" level disability, the claim must be based on severe pain or an inability to do certain activities. In order to qualify, there must be pain-producing symptoms that result in severe pain on a regular or recurring basis. Generalized statements about "severe pain" may not be enough. The Claims Office must be able to verify that the Atypical Connective Tissue Disease or Atypical Neurological Disease symptoms themselves are the cause of the severe pain. If the "B" level disability claim is based on limitations on a Claimant's activities, the claim submission must provide information concerning the activities that are limited. A conclusory statement, with no information about the Claimant and her limitations, will result in a deficiency being assigned. The disability assessment must demonstrate a connection between the specific activities that the Claimant can no longer perform. The disability must be due to the compensable condition. The Claims Office must have enough information about what the limitations are and the cause of those limitations to be able to verify that the Claimant's condition indeed meets the requirements for a "B" disability level.

In preparing a claim for an "A" level disability, Claimants and their physicians (and their counsel, if applicable) should be aware that the definition of this assigned disability level is a difficult one to meet. A Claimant must be unable to do any of her normal activities or only be able to do a very few of them. In preparing a submission, it should be reviewed to determine whether there is enough description of the Claimant's daily life and limitations to allow a reader to know that she does indeed meet this strict definition of total disability. In addition, it must be clear that the Claimant's total disability is due to the symptoms of the applicable disease or condition.

Generalized statements by the QMD that track the disease and disability language cannot replace the responsibility of the Claims Office to review, on a detailed level, all of the claim documentation provided.

If the Breast Implant Claimant's Qualified Medical Doctor determines that her death or total disability is clearly and specifically caused by a disease or occurrence other than the compensable disease, she will not be eligible for compensation in Severity/Disability Category A.

DISEASE PAYMENT OPTION 1: DEFINITION OF COVERED CONDITIONS

SYSTEMIC SCLEROSIS/SCLERODERMA (SS)

1. A diagnosis of systemic sclerosis shall be made in accordance with the criteria established in Kelley, et al., Textbook of Rheumatology (4th ed.) at 1113, et seq.

2. Application of these diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of classical systemic sclerosis but who nonetheless have a systemic sclerosis-like (scleroderma-like) disease, except that an individual will not be compensated in this category if her symptomology more closely resembles MCTD, ACTD, or any other disease or condition defined below. A "systemic sclerosis-like" or "scleroderma-like" disease is defined as an autoimmune/rheumatic disease that fulfills most of the accepted standards for the diagnosis of systemic sclerosis but is in some manner atypical of systemic sclerosis or scleroderma.

3. Severity/Disability Compensation Categories

A. Death or total disability resulting from SS or an SS-like condition. An individual will be considered totally disabled if the individual satisfies the functional capacity test set forth in Severity/Disability Category A for ACTD/ARS/NAC or if the individual suffers from systemic sclerosis with associated severe renal involvement manifested by a decrease in glomerular filtration rates.

B. Cardio-pulmonary involvement or diffuse (Type III) scleroderma as defined by Barnett, A Survival Study of Patients with Scleroderma Diagnosed Over 30 Years (1953 - 1983): The Value of a Simple Cutaneous Classification in the Early Stages of the Disease, 15 The Journal of Rheumatology 276 (1988) and Masi, Classification of Systemic Sclerosis (Scleroderma): Relationship of Cutaneous Subgroups in Early Disease to Outcome and Serologic Reactivity, 15 The Journal of Rheumatology, 894 (1988).

C. Other including CREST, limited, or intermediate scleroderma, except that any Breast Implant Claimant who manifests either severe renal involvement, as defined above, or cardio-pulmonary involvement, will be compensated at either category A or B as appropriate.

D. Other not covered above, including localized scleroderma.

TAB 5

SYSTEMIC LUPUS ERYTHEMATOSUS (SLE)

1. A diagnosis of systemic lupus erythematosus (SLE) shall be made in accordance with 1982 Revised Criteria for the Classification of Systemic Lupus Erythematosus, 25 Arthritis and Rheumatism No. 11 (November 1982) adopted by the American College of Rheumatology. See Kelley, 4th ed. at 1037, Table 61-11: A diagnosis of lupus is made if four (4) of the eleven (11) manifestations listed in the table were present, either serially or simultaneously, during any interval of observations.

CRITERION	DEFINITION
Malar rash	Fixed erythema, flat or raised, over the malar eminences, tending to spare the nasolabial folds
Discoid rash	Erythematous raised patches with adherent keratotic scaling and follicular plugging; atrophic scarring may occur in older lesions
Photosensitivity	Skin rash as a result of unusual reaction to sunlight, by patient history or physician observation
Oral ulcers	Oral or nasopharyngeal ulceration, usually painless, observed by a physician
Arthritis	Nonerosive arthritis involving two or more peripheral joints, characterized by tenderness, swelling or effusion
Serositis	(a) Pleuritis -- convincing history of pleuritic pain or rub heard by a physician or evidence of pleural effusion or (b) Pericarditis -- documented by ECG or rub or evidence of pericardial effusion
Renal disorder	(a) Persistent proteinuria greater than 0.5 g/day or greater than 3 + if quantitation not performed or (b) Cellular casts - may be red cell, hemoglobin, granular, tubular, or mixed
Neurologic disorder	(a) Seizures - in the absence of offending drugs or known metabolic derangements; e.g., uremia, ketoacidosis, or electrolyte imbalance or (b) Psychosis - in the absence of offending drugs or known metabolic derangements; e.g. uremia, ketoacidosis, or electrolyte imbalance
Hematologic disorder	(a) Hemolytic anemia - with reticulocytosis or (b) Leukopenia - less than 4000/mm total on 2 or more occasions or (c) Lymphopenia - less than 1500/mm on 2 or more occasions or (d) Thrombocytopenia - less than 100,000/mm in the absence of offending drugs
Immunologic disorder	(a) Positive LE cell preparation or (b) Anti-DNA - antibody to native DNA in abnormal titer or (c) Anti-Sm - presence of antibody to Sm nuclear antigen or (d) False positive serologic test for syphilis known to be positive for at least 6 months and confirmed by Treponema pallidum immobilization or fluorescent treponemal antibody absorption test
Antinuclear antibody	An abnormal titer of antinuclear antibody by immunofluorescence or an equivalent assay at any point in time and in the absence of drugs known to be associated with drug-induced lupus syndrome

TAB 5

2. The application of the ACR diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of SLE but who nonetheless have a systemic lupus erythematosus-like disease, except that an individual will not be compensated in this category if her symptomology more closely resembles mixed connective tissue disease (MCTD), ACTD, or any other disease or condition defined below.

3. Severity/Disability Compensation Categories:

A. Death or total disability resulting from SLE or an SLE-like condition. An individual will be considered totally disabled based on either the functional capacity test set forth in Severity/Disability Category A for ACTD/ARS/NAC or severe renal involvement.

B. SLE with major organ involvement defined as SLE with one (1) or more of the following: glomerulonephritis, central nervous system involvement (i.e. seizures or Lupus Psychosis), myocarditis, pneumonitis, thrombocytopenic purpura, hemolytic anemia (marked), severe granulocytopenia, mesenteric vasculitis. See Immunological Diseases, Max Samter, Ed. Table 56-6, at 1352.

C. Non-major organ SLE requiring regular medical attention, including doctor visits and regular prescription medications. An individual is not excluded from this category for whom prescription medications are recommended but who, because of the side effects of those medications, chooses not to take them.

D. Non-major organ SLE requiring little or no treatment. An individual will fall into this category if she is able to control her symptoms through the following kinds of conservative measures: over-the-counter medications, avoiding sun exposure, use of lotions for skin rashes, and increased rest periods.

ATYPICAL NEUROLOGICAL DISEASE SYNDROME (ANDS)

1. A diagnosis of Atypical Neurological Disease Syndrome (ANDS) shall be based upon the clinical findings and laboratory tests set forth below. The clinical and laboratory presentation of these neurological syndromes will have an atypical presentation from the natural disease and will also have additional neuromuscular, rheumatological or nonspecific autoimmune signs and symptoms.

2. Eligibility for Atypical Neurological Disease Syndrome requires both:

- satisfying the requirements for one (1) of the four (4) neurological diseases set forth in paragraph 5 below, *and*
- any three (3) additional (nonduplicative) neuromuscular, rheumatic, or nonspecific symptoms or findings set forth in the definition for Atypical Connective Tissue Disease (ACTD).

TAB 5

3. An individual will fit into this category if her primary symptoms are characteristic of a neurological disease as diagnosed by a Board-certified neurologist or by a physician Board-certified in internal medicine.

4. If the individual's Qualified Medical Doctor determines that a symptom is clearly and specifically caused by a source other than breast implants, that symptom will not be utilized in the diagnosis of Atypical Neurological Disease Syndrome unless the Claims Office determines that other submissions indicate that the symptom should be utilized. A symptom that may be caused only in part by a source other than breast implants is not excluded from such utilization.

5. Neurological disease types:

Polyneuropathies. This disease category requires either (1) a diagnosis of a polyneuropathy that is confirmed by one or more of the following or (2) submission of sufficient evidence of, and the required findings confirming, such condition:

- Objectively-demonstrated loss of sensation to pinprick, vibration, touch, or position
- Proximal or distal muscle weakness
- Tingling and/or burning pain in the extremities
- Signs of dysesthesia
- Loss of tendon reflex

Plus one (1) or more of the following laboratory findings:

- Abnormal levels of anti-mag or anti-sulfatide or anti-GM1 antibodies
- Abnormal sural nerve biopsy
- Abnormal electrodiagnostic testing (EMG or nerve conduction studies, etc.)

Multiple Sclerosis-like Syndrome. This disease category requires definite evidence of central nervous system disease, with history and physical findings compatible with Multiple Sclerosis or Multiple Sclerosis-like syndrome, involving one (1) or more of the following signs and symptoms:

- Weakness in the pyramidal distribution
- Evidence of optic neuritis documented by ophthalmologist
- Increased Deep Tendon reflexes
- Absent superficial abdominal reflexes
- Ataxia or dysdiadochokinesia as the sign of cerebellar involvement

TAB 5

- Neurologically induced tremors
- Internuclear ophthalmoplegia and/or bladder or speech involvement secondary to central nervous system disease

Plus one (1) or more of the following:

- Abnormal Brain MRI with foci of increased signal abnormality suggestive of demyelinating lesions
- Delayed visual evoked responses or abnormal evoked potentials
- Abnormal CSF with oligoclonal bands

ALS-like Syndrome. This disease category requires documented evidence of progressive upper and widespread lower motor neuron disease and/or bulbar involvement, plus one (1) or more of the following:

- Neurological autoantibodies such as anti-mag, anti-sulfatide, anti-GM1
- Abnormal sural nerve biopsy
- Chronic inflammation on muscle or nerve biopsies
- Abnormal EMG
- Documentation on neurological exam of both upper and lower motor neuron disease and/or bulbar involvement

Disease of Neuromuscular Junction. This disease category requires either (1) a diagnosis of Myasthenia Gravis or Myasthenia Gravis-like syndrome or disorders of the NMJ, made by a Board-certified neurologist and confirmed by abnormal EMG showing typical findings of decrement on repetitive stimulation testing and/or elevated acetylcholine receptor antibodies or (2) submission of sufficient evidence of, and the required findings confirming, such condition.

6. Severity/Disability Compensation Categories. The compensation level for ANDS will be based on the degree to which the individual is "disabled" by the condition, as the individual's treating physician determines in accordance with the following guidelines. The determination of disability under these guidelines will be based on the cumulative effect of the symptoms on the individual's ability to perform her vocational, avocational, or usual self-care, activities. In evaluating the effect of the individual's symptoms, the treating physicians will take into account the level of pain and fatigue resulting from the symptoms. The disability percentages appearing below are not intended to be applied with numerical precision, but are, instead, intended to serve as a guideline for the physician in the exercise of his or her professional judgment.

A. Death or total disability due to the compensable condition. An individual shall be considered totally disabled if she demonstrates a functional capacity adequate to consistently perform none or only few of the usual duties or activities of vocation or self-care.

B. A Breast Implant Claimant will be eligible for category B compensation if she is 35% disabled due to the compensable condition. An individual shall be considered 35% disabled if she demonstrates a loss of functional capacity which renders her unable to perform some of her usual activities of vocation, avocation, and self-care, or if she can only perform them with regular or recurring severe pain.

C. A Breast Implant Claimant will be eligible for category C compensation if she is 20% disabled due to the compensable condition. An individual shall be considered 20% disabled if she can perform some of her usual activities of vocation, avocation, and self-care with regular or recurring moderate pain.

MIXED CONNECTIVE TISSUE DISEASE (MCTD)/OVERLAP SYNDROME

1. A diagnosis of mixed connective tissue disease (MCTD) shall be based on the presence of clinical symptoms characteristic of two (2) or more rheumatic diseases (systemic sclerosis, SLE, myositis, and Rheumatoid Arthritis), accompanied by positive RNP Antibodies. See, e.g., Kelley, et al., Table 63-1, at 1061.

2. Overlap Syndrome is defined as any one (1) of the following three (3): (a) Diffuse cutaneous scleroderma, (b) limited cutaneous scleroderma, or (c) Sine scleroderma, occurring concomitantly with diagnosis of systemic lupus erythematosus, inflammatory muscle disease, or rheumatoid arthritis. See Kelley, et al., Table 66-2, at 1114.

3. The application of the above diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of MCTD but who nonetheless have an Overlap Syndrome, except that an individual will not be compensated in this category if her symptomology more closely resembles an atypical connective tissue disease condition/atypical rheumatic syndrome/non-specific autoimmune condition.

4. Severity/Disability Compensation Categories

A. Death or total disability resulting from MCTD or Overlap Syndrome. An individual will be considered totally disabled based on the functional capacity test set forth in Severity/Disability Category A of Atypical Connective Tissue Disease/Atypical Rheumatic Syndrome.

B. MCTD or Overlap Syndrome, plus major organ involvement or major disease activity including central nervous system, cardio-pulmonary, vasculitic, or renal involvement or hemolytic anemia (marked) or thrombocytopenic purpura or severe granulocytopenia.

C. Other.

TAB 5

POLYMYOSITIS/DERMATOMYOSITIS

1. A diagnosis of polymyositis or dermatomyositis shall be made in accordance with diagnostic criteria proposed by Bohan and Peter, i.e., (a) symmetrical proximal muscle weakness; (b) EMG changes characteristic of myositis including (1) short duration, small, low amplitude polyphasic potential, (2) fibrillation potentials, (3) bizarre high-frequency repetitive discharges; (c) elevated serum muscle enzymes (CPK, aldolase, SGOT, SGPT, and LDH); (d) muscle biopsy showing evidence of necrosis of type I and II muscle fibers, areas of degeneration and regeneration of fibers, phagocytosis, and an interstitial or perivascular inflammatory response; (e) dermatologic features including a lilac (heliotrope), erythematous, scaly involvement of the face, neck, shawl area and extensor surfaces of the knees, elbows and medial malleoli, and Gottron's papules. A diagnosis of dermatomyositis requires presence of three (3) of the criteria plus the rash (fifth criterion). A diagnosis of polymyositis requires the presence of four (4) criteria without the rash. See Kelley, et al., at 1163.

2. The application of the above diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of polymyositis or dermatomyositis but who nonetheless have a polymyositis or dermatomyositis-like disease, except that an individual will not be compensated in this category if her symptomology more closely resembles an Atypical Connective Tissue Disease.

3. Severity/Disability Compensation Categories:

A. Death or total disability resulting from polymyositis or dermatomyositis. An individual will be considered totally disabled based on the functional capacity test set forth for Severity/Disability Category A for Atypical Connective Tissue Disease/Atypical Rheumatic Syndrome.

B. Polymyositis or dermatomyositis with associated malignancy and/or respiratory muscle involvement.

C. Other, including polymyositis or dermatomyositis with muscle strength of Grade III or less.

PRIMARY SJOGREN'S SYNDROME

1. A clinical diagnosis of Primary Sjogren's Syndrome shall be made in accordance with diagnostic criteria proposed by Fox et al. See Kelley, et al., Table 55-1, at 932, or Fox, RI, et al., "Primary Sjogren's Syndrome: Clinical and Immunopathologic Features," Seminars Arthritis Rheum., 1984; 4:77-105.

2. Application of the above diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of Primary Sjogren's Syndrome but who nonetheless have a Primary Sjogren's-like disease.

3. Severity/Disability Compensation Categories

A. Death or total disability due to the compensable condition. An individual will be considered totally disabled based on the functional capacity test set forth in Severity/Disability Category A for Atypical Connective Tissue Disease/Atypical Rheumatic Syndrome.

B. Primary Sjogren's with associated central nervous system or severe cardio-pulmonary involvement or primary Sjogren's with pseudolymphoma or associated lymphoma.

C. Other.

ATYPICAL CONNECTIVE TISSUE DISEASE (ACTD)
ATYPICAL RHEUMATIC SYNDROME (ARS)
NON-SPECIFIC AUTOIMMUNE CONDITION (NAC)

1. This category will provide compensation for Breast Implant Claimants experiencing symptoms that are commonly found in autoimmune or rheumatic diseases but which are not otherwise classified in any of the other compensable disease categories. This category does not include individuals who have been diagnosed with classical rheumatoid arthritis in accordance with ACR criteria, but will include individuals diagnosed with undifferentiated connective tissue disease (UCTD). However, such inclusion is not intended to exclude from this category persons who do not meet the definition of UCTD, it being intended that individuals not meeting the classic definitions of UCTD will be compensated pursuant to the provisions contained herein relative to ACTD, ARS, and NAC.

2. As with other individuals who fit within this disease compensation program, the fact that a breast implant recipient has been in the past mis-diagnosed with classic rheumatoid arthritis or the fact that the symptoms of classic rheumatoid arthritis may coexist with other symptoms will not exclude the individual from compensation herein. Persons who meet the criteria below and may have a diagnosis of atypical rheumatoid arthritis will not be excluded from compensation under this category.

3. Eligibility criteria and compensation levels for eligible Breast Implant Claimants are set forth below in the Compensation Categories, which classify individuals in accordance with the following groups of symptoms. If the Breast Implant Claimant's Qualified Medical Doctor determines that a symptom is clearly and specifically caused by a source other than breast implants, that symptom will not be utilized in the diagnosis of Atypical Connective Tissue Disease/Atypical Rheumatic Syndrome unless the Claims Office determines that other submissions indicate that the symptom should be utilized. A symptom that may be caused only in part by a source other than breast implants is not excluded from such utilization.

4. A diagnosis of ACTD, ARS, or NAC must satisfy one of the following sets of criteria:

- any two (2) of the three (3) signs and symptoms listed in 5(a) (Group I)
- any one (1) of the three (3) signs and symptoms listed in 5(a) (Group I), plus any one (1) of the ten (10) signs and symptoms listed in 5(b) (Group II)

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- any three (3) of the ten (10) signs and symptoms listed in 5(b) (Group II)
- any two (2) of the ten (10) signs and symptoms listed in 5(b) (Group II), plus any one (1) additional (nonduplicative) sign or symptom from the eighteen (18) listed in 5(c) (Group III)
- five (5) nonduplicative signs or symptoms listed in 5(a) (Group I), 5(b) (Group II), or 5(c) (Group III)

5. Symptom Groupings:

(a) Group I Signs and Symptoms:

- Raynaud's phenomenon evidenced by the patient giving a history of two (2) color changes, or visual evidence of vasospasm, or evidence of digital ulceration
- Polyarthritis defined as synovial swelling and tenderness in three (3) or more joints lasting greater than six (6) weeks and observed by a physician
- Keratoconjunctivitis Sicca: subjective complaints of dry eyes and/or dry mouth, accompanied by any one (1) of the following:
  - lacrimal or salivary enlargement
  - parotid enlargement
  - abnormal Schirmer's test
  - abnormal Rose-Bengal staining
  - filamentous keratitis
  - abnormal parotid scan or ultrasound
  - abnormal CT or MRI of parotid
  - abnormal labial salivary biopsy

(b) Group II Signs and Symptoms:

- Myalgias determined by tenderness on examination
- Immune mediated skin changes or rash as follows:
  - changes in texture or rashes that may or may not be characteristic of SLE, Systemic Sclerosis (scleroderma), or dermatomyositis
  - diffuse petechiae, telangiectasias, or livedo reticularis

- Pulmonary symptoms or abnormalities, which may or may not be characteristic of SLE, Systemic Sclerosis (scleroderma), or Sjogren's Syndrome, as follows:
  - pleural and/or interstitial lung disease
  - restrictive lung disease
  - obstructive lung disease as evidenced by characteristic clinical findings and either:

    characteristic chest X-ray changes *or*
    characteristic pulmonary function test abnormalities in a non-smoker (e.g. decreased DLCO or abnormal arterial blood gases)
- Pericarditis defined by consistent clinical findings and either EKG or echocardiogram
- Neuropsychiatric symptoms: cognitive dysfunction (memory loss and/or difficulty concentrating) which may be characteristic of SLE or MCTD as determined by a SPECT scan or PET scan or MRI or EEG or neuropsychological testing
- Peripheral neuropathy diagnosed by physical examination showing one (1) or more of the following:
  - loss of sensation to pinprick, vibration, touch, or position
  - tingling, paresthesia or burning pain in the extremities
  - loss of tendon reflex
  - proximal or distal muscle weakness (loss of muscle strength in extremities or weakness of ankles, hands, or foot drop)
  - Signs of dysesthesia
  - entrapment neuropathies
- Myositis or myopathy:
  - diagnosed by weakness on physical examination or by muscle strength testing
  - abnormal CPK or aldolase
  - abnormal cybex testing

- abnormal EMG
- abnormal muscle biopsy

♦ Serologic abnormalities -- any one (1) of the following:

- ANA > or equal to 1:40
- positive ANA profile such as Anti-DNA, SSA, SSB, RNP, SM, Scl-70, centromere, Jo-1, PM-Scl or dsDNA (preferable to use ELISA with standard cutoffs)
- other autoantibodies, including thyroid antibodies, anti-microsomal, or anti-cardiolipin, or RF (by nephelometry with 40 IU cutoff)
- elevation of immunoglobulin (IgG, IgA, IgM)
- serologic evidence of inflammation such as elevated ESR, CRP
- Lymphadenopathy (as defined by at least one (1) lymph node greater than or equal to 1x1 cm) documented by a physician
- Dysphagia with positive cine-esophagram, manometry or equivalent imaging

(c) Group III Signs and Symptoms:

♦ Documented arthralgia

♦ Documented Myalgias

♦ Chronic fatigue

♦ Lymphadenopathy

♦ Documented Neurological symptoms including cognitive dysfunction or paresthesia

♦ Photosensitivity

♦ Sicca symptoms

♦ Dysphagia

♦ Alopecia

♦ Sustained balance disturbances

♦ Documented sleep disturbances

TAB 5

- Easy bruisability or bleeding disorder
- Chronic cystitis or bladder irritability
- Colitis or bowel irritability
- Persistent low grade fever or night sweats
- Mucosal ulcers confirmed by physician
- Burning pain in the chest, breast, arms or axilla, or substantial loss of function in breast due to disfigurement or other complications from implants or explantation
- Pathological findings: granulomas or siliconomas or chronic inflammatory response, or breast infections

6. Severity/Disability Compensation Categories

The compensation level for ACTD/ARS/NAC will be based on the degree to which the individual is "disabled" by the condition, as the individual's treating physician determines in accordance with the following guidelines. The determination of disability under these guidelines will be based on the cumulative effect of the symptoms on the individual's ability to perform her vocational[3], avocational[4], or usual self-care[5] activities. In evaluating the effect of the Breast Implant Claimant's symptoms, the treating physicians will take into account the level of pain and fatigue resulting from the symptoms. The disability percentages appearing below are not intended to be applied with numerical precision, but are, instead, intended to serve as a guideline for the physician in the exercise of his or her professional judgment.

A. Death or total disability resulting from the compensable condition. An individual will be considered totally disabled if she demonstrates a functional capacity adequate to consistently perform none or only few of the usual duties or activities of vocation or self-care.

B. A Breast Implant Claimant will be eligible for category B compensation if she is 35% disabled due to the compensable condition. An individual shall be considered 35% disabled if she demonstrates a loss of functional capacity which renders her unable to perform some of her usual activities of vocation, avocation, and self-care, or she can perform them only with regular or recurring severe pain.

C. A Breast Implant Claimant will be eligible for category C compensation if she is 20% disabled due to the compensable condition. An individual shall be considered 20% disabled if she can perform some of her usual activities of vocation, avocation, and self-care only with regular or recurring moderate pain.

3 Vocational means activities associated with work, school, and homemaking.
4 Avocational means activities associated with recreation and leisure.
5 Usual self-care means activities associated with dressing, feeding, bathing, grooming, and toileting.

PART B. DISEASE AND DISABILITY/SEVERITY DEFINITIONS: DISEASE PAYMENT OPTION 2

GENERAL GUIDELINES

A. A claimant must file with the Claims Office all medical records establishing the required findings or laboratory abnormalities. Qualifying findings must have occurred within a single 24-month period within the five years immediately preceding the submission of the claim except that this period is tolled during the pendency of the bankruptcy (May 15, 1995 until the Effective Date). (Findings supplemented in response to a deficiency letter sent by the Claims Office do not have to fall within the 24-month period outlined above.)

B. If exclusions are noted for a required finding, the physician making the finding or ordering the test must affirmatively state that those listed exclusions are not present. The physician recording a GCTS finding or making a disease diagnosis must also affirmatively state that the qualifying symptoms did not exist before the date of first implantation. (This statement can be based upon patient history so long as consistent with medical records in the physician's possession.) Failure to make these affirmative statements will result in a deficiency letter. All underlying office charts, radiology/pathology reports, and test results must be supplied to the Claims Office.

C. QMD statements may be acceptable proof under Disease Payment Option 2 if the physician is a Board-certified rheumatologist — for Lupus, Scleroderma, or Polymyositis/Dermatomyositis Claims — or is Board-certified in the appropriate specialty to make the required GCTS findings, if the statement covered all of the detailed findings that are required in Disease Payment Option 2, if the QMD personally examined the Claimant, and if the doctor included all of the additional statements required concerning listed exclusions and pre-existing symptoms. In most cases, additional physician statements will have to be submitted for claims under Disease Payment Option 2.

D. Claimants who seek benefits under Disease Payment Option 2 must file all medical records establishing the required findings or laboratory abnormalities. Claimants must also supply all office charts, radiology/pathology reports, and test results in the possession of the physician(s) who make the required findings or statements, or who order the required tests.

DISEASE PAYMENT OPTION 2: DEFINITION OF COVERED CONDITIONS

SCLERODERMA (SS)

A claim for scleroderma must include a diagnosis of systemic sclerosis/scleroderma made by a Board-certified rheumatologist based upon personal examination of the patient. [Exclusion: localized scleroderma.] Supporting medical documentation must affirmatively reveal that the major or at least two of the minor criteria listed below are present:

A. *Major Criterion:* Proximal scleroderma — symmetric thickening, tightening, and induration of the skin of the fingers and the skin proximal to the metacarpophalangeal or metatarsophalangeal joints. The changes may affect the entire extremity, face, neck, and trunk (thorax and abdomen). Description of this criterion is adequate if the Board-certified rheumatologist records that physical examination of the patient revealed scleroderma skin thickening, and adequately describes the parts of the body where that thickened skin was found.

B. *Minor Criteria:*

1. Sclerodactyly: Above-indicated skin changes limited to the fingers.

2. Digital pitting scars or loss of substance from the finger pad: Depressed areas at tips of fingers or loss of digital pad tissue as a result of ischemia.

3. Bibasilar pulmonary fibrosis: Bilateral reticular pattern of linear or lineonodular densities most pronounced in basilar portions of the lungs on standard chest roentgenogram; may assume appearance of diffuse mottling or "honeycomb lung." These changes should not be attributable to primary lung disease.

Compensation Levels:

A. Death resulting from SS, or severe chronic renal involvement manifested by a glomerular filtration rate of less than 50 percent of the age- and gender-adjusted norm, as measured by an adequate 24-hour urine specimen collection.

B. Clinically significant cardio-pulmonary manifestations of scleroderma or proximal scleroderma on the trunk (thorax and abdomen).

C. A diagnosis of scleroderma in accordance with the above criteria that does not involve the findings in A or B above.

TAB 5

LUPUS (SLE)

A claim for SLE must include a diagnosis of SLE (lupus) made by a Board-certified rheumatologist based upon personal examination of the patient. [Exclusion: mild lupus (SLE not requiring regular medical attention including doctor visits and regular prescription medications).] Supporting medical documentation must affirmatively reveal that at least four of the following 11 criteria are present:

	Criterion	*Definition*
1.	Malar rash	Fixed erythema, flat or raised, over the malar eminences, tending to spare the nasolabial folds
2.	Discoid rash	Erythematous raised patches with adherent keratotic scaling and follicular plugging; atrophic scarring may occur in older lesions
3.	Photosensitivity	Skin rash as a result of unusual reaction to sunlight, by patient history or physician observation
4.	Oral ulcers	Oral or nasopharyngeal ulceration, usually painless, observed by a physician
5.	Arthritis	Nonerosive arthritis involving two or more peripheral joints, characterized by tenderness, swelling, or effusion [Exclusion: erosive arthritis]
6.	Serositis	(a) Pleuritis -- convincing history of pleuritic pain or rub heard by a physician or evidence of pleural effusion, or (b) Pericarditis — documented by ECG or rub or evidence of pericardial effusion
7.	Renal disorder	(a) Persistent proteinuria greater than 0.5 grams per day or greater than 3+ if quantitation not performed, or (b) Cellular casts -- may be red cell, hemoglobin, granular, tubular, or mixed
8.	Neurologic disorder	Seizures -- in the absence of offending drugs or known metabolic derangements, e.g. uremia, ketoacidosis, or electrolyte imbalance
9.	Hematologic disorder	a) Hemolytic anemia -- with reticulocytosis, or b) Leukopenia — less than 4,000/mm total on two or more occasions, or c) Lymphopenia — less than 1,500/mm on two or more occasions, or d) Thrombocytopenia — less than 100,000/mm in the absence of offending drugs

TAB 5

10. Immunologic disorder	a) Positive LE cell preparation, or b) Anti- DNA: antibody to native DNA in abnormal titer, or c) Anti-Sm: presence of antibody to Sm nuclear antigen, or d) False positive serologic test for syphilis known to be positive for at least 6 months and confirmed by Treponema pallidum immobilization or fluorescent treponemal antibody absorption test
11. Antinuclear antibody	An abnormal titer or antinuclear antibody by immuno-fluorescence or an equivalent assay at any point in time and in the absence of drugs known to be associated with "drug-induced lupus" syndrome.

Compensation Levels:

A. Death resulting from SLE, or severe chronic renal involvement manifested by a glomerular filtration rate of less than 50 percent of the age- and gender-adjusted norm, as measured by an adequate 24-hour urine specimen collection.

B. SLE with involvement of one or more of the following: glomerulonephritis, seizures in the absence of offending drugs or known metabolic derangements, Lupus Psychosis, myocarditis, pneumonitis, thrombocytopenic purpura, hemolytic anemia (with hemoglobin of 10 grams or less), severe granulocytopenia (with a total white cell count less than 2000), or mesenteric vasculitis.

C. A diagnosis of lupus in accordance with the above criteria that does not involve the findings in A or B above. (Default compensation level.)

POLYMYOSITIS (PM)/DERMATOMYOSITIS (DM)

A claim for polymyositis or dermatomyositis must include a diagnosis of the disease made by a Board-certified rheumatologist based upon personal examination of the patient. Supporting medical documentation must affirmatively reveal that the following criteria are present:

- for polymyositis, the first four criteria without the rash;
- for dermatomyositis, three of the first four criteria, plus the rash (#5).

Criteria:

1. symmetrical proximal muscle weakness;
2. EMG changes characteristic of myositis including (a) short duration, small, low-amplitude polyphasic potential, (b) fibrillation potentials, (c) bizarre high-frequency repetitive discharges;
3. elevated serum muscle enzymes (CPK, aldolase, SGOT, SGPT, and LDH);
4. muscle biopsy showing evidence of necrosis of type I and II muscle fibers areas of degeneration and regeneration of fibers, phagocytosis, and an interstitial or perivascular inflammatory response;

TAB 5

5. dermatologic features including a lilac (heliotrope), erythematous, scaly involvement of the face, neck, shawl area and extensor surfaces of the knees, elbows and medial malleoli, and Gottron's papules.

Compensation Level:

All confirmed PM/DM diagnoses will be compensated at the GCTS/PM/DM--A level.

GENERAL CONNECTIVE TISSUE SYMPTOMS (GCTS)

A claim for GCTS does not have to include a diagnosis for "General Connective Tissue Symptoms," but the medical documentation must establish that the combination of findings listed below are present. [Exclusion: classical rheumatoid arthritis diagnosed in accordance with the revised 1958 ACR classification criteria.]

For compensation at Level A:
(1) any two findings from Group I; or
(2) any three non-duplicative findings from Group I or Group II.

For compensation at Level B:
(1) one finding from Group I plus any four non-duplicative findings from Group II or Group III; or
(2) two findings from Group II plus one non-duplicative finding from Group III.

The following duplications exist on the list of findings:
- rashes (#3 and #8)
- sicca (#2 and #12)
- serological abnormalities (#4 and #9)

In addition to the medical verification of the required findings, a claim for GCTS must include the affirmative physician statements outlined in General Guidelines above.

GROUP I FINDINGS

1. Polyarthritis, defined as synovial swelling and tenderness in three or more joints in at least two different joint groups observed on more than one physical examination by a Board-certified physician and persisting for more than six weeks. [Exclusion: osteoarthritis.]

2. Keratoconjunctivitis Sicca, defined as subjective complaints of dry eyes and/or dry mouth, accompanied (a) in the case of dry eyes, by either (i) a Schirmer's test less than 8 mm wetting per five minutes or (ii) a positive Rose-Bengal or fluorescein staining of cornea and conjunctiva; or (b) in the case of dry mouth, by an abnormal biopsy of the minor salivary gland (focus score of greater than or equal to two based upon average of four evaluable lobules). [Exclusions: drugs known to cause dry eyes and/or dry mouth, and dry eyes caused by contact lenses.]

TAB 5

3. Any of the following immune-mediated skin changes or rashes, observed by a Board-certified rheumatologist or Board-certified dermatologist: (a) biopsy-proven discoid lupus; (b) biopsy-proven subacute cutaneous lupus; (c) malar rash -- fixed erythema, flat or raised, over the malar eminences, tending to spare the nasolabial folds [Exclusion: rosacea or redness caused by sunburn]; or (d) biopsy-proven vasculitic skin rash.

GROUP II FINDINGS

4. Positive ANA greater than or equal to 1:40 (using Hep2), on two separate occasions separated by at least two months and accompanied by at least one test showing decreased complement levels of C3 and C4; or a positive ANA greater than or equal to 1:80 (using Hep2) on two separate occasions separated by at least two months. All such findings must be outside of the performing laboratory's reference ranges.

5. Abnormal cardiopulmonary symptoms, defined as (a) pericarditis documented by pericardial friction rub and characteristic echocardiogram findings (as reported by a Board-certified radiologist or cardiologist); (b) pleuritic chest pain documented by pleural friction rub on exam and chest x-ray diagnostic of pleural effusion (as reported by a Board-certified radiologist); or (c) interstitial lung disease in a non-smoker diagnosed by a Board-certified internist or pulmonologist, confirmed by (i) chest x-ray or CT evidence (as reported by a Board-certified radiologist) and (ii) pulmonary function testing abnormalities defined as decreased DLCO less than 80 percent of predicted.

6. Myositis or myopathy, defined as any two of the following: (a) EMG changes characteristic of myositis: short duration, small, low amplitude polyphasic potential; fibrillation potentials; and bizarre high-frequency repetitive discharges; (b) abnormally elevated CPK or aldolase from the muscle (outside of the performing laboratory's reference ranges) on two separate occasions at least six weeks apart. (If the level of the initial test is three times normal or greater, one test would be sufficient.) [Exclusions: injections, trauma, hypothyroidism, prolonged exercise, or drugs known to cause abnormal CPK or aldolase]; or (c) muscle biopsy (at a site that has not undergone EMG testing) showing evidence of necrosis of type 1 and 2 muscle fibers, phagocytosis, and an interstitial or perivascular inflammatory response interpreted as characteristic of myositis or myopathy by a pathologist.

7. Peripheral neuropathy or polyneuropathy, diagnosed by a Board-certified neurologist, confirmed by (a) objective loss of sensation to pinprick, vibration, touch, or position; (b) symmetrical distal muscle weakness; (c) tingling and/or burning pain in the extremities; or (d) loss of tendon reflex, plus nerve conduction testing abnormality diagnostic of peripheral neuropathy or polyneuropathy recorded from a site that has not undergone neural or muscular biopsy. [Exclusions: thyroid disease, antineoplastic treatment, alcoholism or other drug dependencies, diabetes, or infectious disease within the last three months preceding the diagnosis.]

GROUP III FINDINGS

8. Other immune-mediated skin changes or rashes, observed by a Board-certified rheumatologist or Board-certified dermatologist: (a) livedo reticularis; (b) lilac (heliotrope), erythematous scaly involvement of the face, neck, shawl area and extensor surfaces of the knees, elbows and medial malleoli; (c) Gottron's sign, pink to violaceous scaling areas typically found over the knuckles, elbows, and knees; or (d) diffuse petechiae.

9. Any of the following serologic abnormalities: (a) ANA greater than or equal to 1:40 (using Hep2) on two separate occasions separated by at least two months; (b) one or more positive ANA profile: Anti-DNA, SSA SSB, RNP, SM, Scl-70, centromere, Jo-1 PM-Scl, or double-stranded DNA (using ELISA with standard cutoffs); (c) anti-microsomal, anti-cardiolipin, or RF greater than or equal to 1:80.

10. Raynaud's phenomenon, evidenced by a physician-observed two (cold-related) color change as a progression, or by physician observation of evidence of cold-related vasospasm, or by physician observation of digital ulceration resulting from Raynaud's phenomenon.

11. Myalgias, defined as tenderness to palpation, performed by a physician, in at least three muscles, each persisting for at least six months.

12. Dry mouth, subjective complaints of dry mouth accompanied by decreased parotid flow rate using Lashley cups with less than 0.5 ml per five minutes. [Exclusion: drugs known to cause dry mouth.]

Exhibit 21

질병 청구인 정보 안내서
다우코닝 유방 삽입물 청구인
(CLASS 6.2)

청구인 정보 안내서의 대문자로 표시된 용어 사용에 대한 주:

귀하가 달리 정의되지 않은 대문자로 표시된 용어를 접할 경우 그 용어는 다음 문서의 해당사항 순서로 의미가 지정된다:

1. 개정된 공동 플랜
2. 개정된 발표문
3. 다우코닝 타협 프로그램과 보상청구 해결 절차
4. 자금조달 지급 협약
5. **DCC** 소송기관 **Inc.** 협약
   (본 목록의 현재 문서와 이전의 문서는 플랜 문서 로서 총괄적으로 참조된다)
6. 파산 법규

저희에게 연락 바랍니다:

타협 기관-다우코닝 신탁
사서함 52429
휴스톤, 텍사스 77052
미국
(수신자 부담 전화 번호) 1-866-874-6099

www.dcsettlement.com

2002년 12월

청구인 정보 안내서는 다우코닝 신탁의
타협기관 사무국에 의해 작성되었다. 청구인
정보 안내서에 포함된 정보는
플랜 문서의 정보를 요약하지 위한 것이다.
청구인 정보 안내서의 정보에 관련된 문제는
표지에 제시된 순서로 플랜 문서
조항에 의해 관리되야 한다.

청구인 정보 안내서는 수정하거나 삭제하지 않고
제한없이 복사될 수 있다.

타협기관은 통보하지 않고 청구인
정보 안내서를 변경할 자격이 있다.

공표 날짜: 2002년 12월

옵션 1

질병 청구인 정보 안내서
다우코닝 유방 삽입물 청구인
(CLASS 6.2, Option 1)

이 "질병 청구인 정보 안내서"는 질병 지급금 수령 기준에 대한 정보를 제공합니다. 이 자료만을 사용하여 귀하의 보상청구 양식(빨간색 테두리)을 기입하십시오.

목 차

제 1 절 - 지급금을 위한 적격 질병 및 지침사항

질문1-1. 질병 지급금 옵션이란 무엇입니까?

질병 지급금 옵션은 질문 1-2에 수록된 질병 옵션 1 또는 질병 옵션 2 중 하나에 해당됨을 입증하는 의료 기록 및 서류를 귀하가 제출하는 경우 미화 7,200 달러 - 180,000 달러 범위에서 지급금(프리미엄 지급금 포함)을 제공합니다. (기본 지급금 및 프리미엄 지급금에 대한 자세한 내용은 청구인 정보 안내서를 읽어 보십시오.)

질문1-2. 적격 질병 및 상태란 무엇입니까?

질병 옵션 1의 적격 질병 및 상태는 다음과 같습니다:

이형 결합 조직병(ACTD)
이형 신경질환 증후군(ANDS)
주 쇼그렌 증후군(PSS)
혼합 결합조직병(MCTD)/중첩 증후군
전신성 경화증/경피증(SS)
전신성 홍반성 낭창(SLE)
다발성 근염(PM)
피부근염(DM)

질병 옵션 2의 적격 질병 및 상태는 다음과 같습니다:

전신성 경화증/경피증(SS)
전신성 홍반성 낭창(SLE)
다발성 근염(PM)
피부 근염(DM)
일반 결합조직 증후군(GCTS)

질문1-3. 질병 옵션 1과 질병 옵션 2는 어떻게 다릅니까?

질병 옵션 1은 최초의 포괄적 타협에서 사용된 것과 동일한 의학적 기준과 정의를 사용합니다. 귀하가 개정된 타협 프로그램(RSP)을 아신다면, 이러한 동일한 기준이 고정액 혜택 스케줄에도 사용되었습니다. 적격 질병은 질문 1-2에 수록한 류마티스성 질환에 대한 정형적 및 비정형적 유형을 모두 포함합니다. 질병 옵션 1은 또한 이형 신경질환 증후군(ANDS) 및 이형 결합조직병(ACTD)을 포함합니다. 귀하의 보상 가능한 질병 또는 상태와 관련한 장애나 심각성을 서류화 해야 합니다.

질병 옵션 2의 질병과 상태는 최초의 포괄적 타협의 일부는 아니었습니다. 이들은 개정된 타협 프로그램(RSP)에서 정의되었으며, "장기 혜택 스케줄"에 포함되어 있습니다. 일반적으로, 질병 옵션 2 보

상청구에 해당되는 의학적 기준은 질병 옵션 1보다 더욱 엄격하고 보다 많은 의료 서류와 실험실 검사를 필요로 합니다. 귀하의 보상 가능 질병 또는 상태와 관련한 장애 또는 심각성을 서류화 해야 합니다. 질병 옵션 2에 대한 지급금은 질병 옵션 1의 지급금보다 더 많습니다. (지급액에 대한 자세한 내용은 질문 1-4를 읽어 보십시오.)

질문1-4. **질병 옵션 1과 질병 옵션 2에서 승인된 질병 보상청구에 대한 지급액은 어떻게 됩니까?**

질병 옵션 1의 지급금은 귀하의 승인된 질병 또는 상태의 장애나 심각성의 정도에 따라 결정됩니다.

질병 옵션 1의 지급액

심각성 또는 장애 등급 A, B, C 또는 D의 질병 옵션 1의 승인된 질병	귀하가 Bristol, Baxtor 또는 3M의 실리콘 젤 유방 삽입물이 아닌 다우코닝 유방 삽입물을 가지고 있거나 전에 가지고 있었음을 입증하는 증거가 있어야 합니다**		
	기본 지급금	+ 프리미엄 지급금	= 총 지급금
심각성 / 장애 등급 A	미화 17,500달러	+미화 3,500달러	=미화 21,000달러
심각성 / 장애 등급 B	미화 7,000달러	+미화 1,400달러	=미화 8,400달러
심각성 / 장애 등급 C 또는 D	미화 3,500달러	+미화 700달러	=미화 4,200달러

** Bristol, Baxter 또는 3M 실리콘 젤 유방 삽입물을 현재 가지고 있거나 전에 가지고 있었다는 수용 가능한 증거가 있을 경우, 총 지급액은 50% 삭감될 것입니다.

질병 옵션 2 지급금은 귀하의 승인된 질병 또는 상태의 심각성 등급에 따라 결정됩니다.

질병 옵션 2의 지급액

아래의 질병 옵션 2에서 귀하의 승인된 질병 또는 상태, 그리고 해당 질병 또는 상태의 심각성 등급을 확인하십시오	귀하가 Bristol, Baxtor 또는 3M의 실리콘 젤 유방 삽입물이 아닌 다우코닝 유방 삽입물을 가지고 있거나 전에 가지고 있었음을 입증하는 증거가 있어야 합니다**		
	기본 지급금	+ 프리미엄 지급금	= 총 지급금
경피증(SS) 또는 전신성 홍반성 낭창(SLE); 심각성 등급 A	미화 87,500달러	+미화 17,500달러	=미화 105,000달러
경피증(SS) 또는 전신성 홍반성 낭창(SLE); 심각성 등급 B	미화 70,000달러	+미화 14,000달러	=미화 84.000달러
경피증(SS) 또는 전신성 홍반성 낭창(SLE); 심각성 등급 C	미화 52,500달러	+미화 10,500달러	=미화 63,000달러
다발성 근염(PM) 또는 피부 근염(DM) (PM과 DM은 한가지 심각성 등급만 적용); 일반 결합조직 증후군 (GCTS), 심각성 등급 A	미화 38,500달러	+미화 7,700달러	=미화 46,200달러
일반 결합조직 증후군 (GCTS); 심각성 등급 B	미화 26,250달러	+미화 5,250달러	=미화 31,500달러

** Bristol, Baxter 또는 3M 실리콘 젤 유방 삽입물을 현재 가지고 있거나 전에 가지고 있었다는 수용 가능한 증거가 있을 경우, 총 지급액은 50% 삭감될 것입니다.

질문1-5. 질병 지급금을 위한 저의 보상청구를 언제 제출해야 합니까?

다음을 수행한 후에만 질병 지급금 보상청구 양식(빨간색 테두리)과 의료 기록을 작성하여 제출해야 합니다:

1. 제조업체 증거 양식(파란색 테두리)을 기입하여 반송하고, 다우코닝 유방 삽입물로 귀하가 삽입 수술을 받았음을 입증하는 의료 기록이나 서류를 제출. (자세한 내용은 제조업체 증거 양식 지침 및 청구인 정보 안내서 제 5 절을 읽어 보십시오.); 그리고

2. 적격 질병 또는 상태, 그리고 관련된 장애나 심각성 등급에 대한 귀하의 보상청구의 기준이 되는 필요한 모든 의료 기록과 진술의 확보. (귀하에게 필요한 의학적 기준과 서류에 대해서는 이 안내서와 표 5를 확인하십시오.) 귀하의 의료 기록을 분산해서 타협 기관으로 보내서는 안됩니다. 일단 질병 보상청구가 접수되면, 타협 기관은 그 당시에 귀하의 파일에 있는 의료 기록을 기준으로 귀하의 보상청구를 심사하여 평가할 것입니다. 귀하가 필요한 기록을 모두 제출하지 않았을 경우에는 귀하의 보상청구에서의 문제점을 귀하에게 알리는 서신이 발송될 것입니다. 문제를 시정할 수 있는 기간은 서신 일자로부터 1년 이내 입니다. (자세한 내용은 질문 8-1을 읽어 보십시오.)

질문1-6. 제조업체 증거 양식을 먼저 제출해야 하는 이유는 무엇입니까?

질병 지급금에 대한 귀하의 보상청구는 귀하가 다우코닝 유방 삽입물로 삽입수술을 받았음을 입증하는 수용 가능한 증거를 제출(또는 귀하의 증거가 청구인 정보 안내서의 질문 5-12에 정의된"사소한 결격 사항"만이 있을 경우)했다고 타협 기관이 판정한 후에만 심사가 이루어집니다. 귀하의 제조업체 증거가 수용 불가능한 경우 귀하의 질병 보상청구는 심사되지 않습니다.

질문1-7. 장애 또는 심각성 기준의 정의는 무엇입니까?

장애 또는 심각성 보상청구를 지원하는데 필요한 기준은 표 5에 수록되어 있습니다. 기준을 주의 깊게 읽어 보십시오. 각각의 질병이나 조건별로 개별적인 장애 또는 심각성 기준이 있습니다.

질문1-8. 경피증(SS) 및 전신성 홍반성 낭창(SLE) 같은 일부 질병은 질병 옵션 1과 질병 옵션 2 양쪽 모두에 수록되어 있습니다? 이 두 옵션은 같은 기준을 적용합니까?

네 가지 질병은 질병 옵션 1과 질병 옵션 2 양쪽에 모두 수록되어 있습니다. 경피증(SS), 전신성 홍반성낭창(SLE), 다발성 근염(PM), 그리고 피부 근염(DM)입니다. 질병 기준은 유사하지만 장애 또는 심각성 등급이 질병 옵션마다 서로 다릅니다. 귀하가 이러한 네 가지 질병 중 하나에 대한 신청을 하는 경우, 타협 기관은 질병 옵션 1과 2 양쪽 모두에 따라 귀하의 보상청구를 평가하여 귀하가 지급금 수령 자격이 있는지를 판정합니다.

질문1-9. **질병 옵션 1의 이형 신경질환 증후군(ANDS) 또는 이형 결합조직병(ACTD)에 대한 장애 진술 기준은 무엇입니까?**

이형 신경질환 증후군(ANDS) 및 이형 결합조직병(ACTD)에 대한 지급액은 귀하의 치료 의사 또는 "자격있는 의사(QMD)"가 판정한 질문지에 기술한 상태에 따른 귀하의"장애"정도를 기준으로 하며, 다음과 같은 기준을 적용합니다. (치료 의사의 정의에 대해서는 질문 4-3, 자격있는 의사(QMD)의 정의에 대해서는 질문 4-4를 읽어 보십시오.):

1. 장애의 판정은 직업적 활동, 취미 활동 또는 일상적 자기관리 활동에 대한 청구인의 능력과 관련한 증상의 종합적 영향을 기준으로 합니다.

2. 직업적이란 직장, 학교 및 가사와 관련한 활동을 말합니다.

3. 취미란 여가 및 레저와 관련된 활동을 말합니다.

4. 일상적 자기관리란 의류, 식사, 목욕, 단장, 용변 등과 관련한 활동을 말합니다.

5. 치료 의사나 자격있는 의사(QMD)는 귀하의 증상의 영향을 평가할 때 증상의 영향으로 인한 고통과 피로의 정도를 고려해야 합니다.

6. "A" "B" 및 "C" 등급에 대한 장애 백분율(질문 1-10, 질문 1-12에서 설명)은 정확한 수치로서의 적용을 목적으로 한 것이 아니라, 의사나 자격있는 의사(QMD)의 직업상의 판단을 위해 사용할 수 있는 지침을 제공하기 위한 것입니다.

질문1-10. **질병 옵션 1의 이형 신경질환 증후군(ANDS)과 이형 결합조직병(ACTD)에 대한 장애등급 "A"의 정의는 무엇입니까?**

표 5의 이형 신경질환 증후군(ANDS)과 이형 결합조직병(ACTD)의 장애 등급 "A"에 대한 기준을 읽어 보십시오.

귀하는 보상 가능 질병이나 상태로 인해 초래된 사망이나 완전 장애에 대해 "A" 등급 장애를 적용 받을 수 있습니다. 귀하가 직업상 또는 자기관리에 대한 일상적 의무나 활동을 지속적으로 거의 또는 완전히 수행할 수 없는 기능적 상태를 입증하는 경우 완전 장애로서 간주됩니다.

"A" 등급 장애를 신청하려는 경우 이 장애 등급에 대한 정의를 충족시키기가 어렵다는 점을 인식해야 합니다. 귀하가 일상적인 활동을 전혀 할 수 없거나 또는 극히 일부만을 할 수 있어야 합니다. 장애 등급 "A" 보상청구는 귀하가 이러한 완전 장애의 엄격한 정의를 충족하는 지 판정하기 위한 귀하의 일상적인 생활 및 제약조건에 대한 충분한 설명을 제공하는 지를 심사하여 판정할 것입니다. 또한, 귀하의 완전 장애가 다른 의료 조건이나 부상으로 인한 것이 아니고 귀하의 질병이나 조건의 증상에 기인한다는 귀하의 진술이 분명해야 합니다.

귀하의 자격있는 의사(QMD)가 사망 또는 완전 장애가 보상 가능한 질병 또는 조건 이외의 질병이나 사고로 초래된 것이 분명하다고 판정하면, "A" 등급 장애는 승인되지 않을 것입니다.

질문1-11. 질병 옵션 1의 이형 신경질환 증후군(ANDS)과 이형 결합조직병(ACTD)에 대한 장애등급 "B"의 정의는 무엇입니까?

표 5의 이형 신경질환 증후군(ANDS)과 이형 결합조직병(ACTD)의 장애 등급 "B"에 대한 기준을 읽어 보십시오.

귀하는 보상 가능한 질병 또는 조건으로 인해 35%의 장애를 입은 경우에 "B" 등급 장애를 적용 받을 수있습니다. 귀하가 일상적인 직업, 취미 및 자기관리 활동 중 일부를 수행할 수 없는 기능적인 능력의 손실을 입증하는 경우 또는 이를 수행하는데 일상적으로 또는 반복적으로 심각한 고통이 수반되는 경우 35% 장애로서 간주될 수 있습니다.

"B" 등급 장애는 특정 활동의 수행과 관련한 심각한 고통이나 수행 불능을 기준으로 합니다. "B" 등급이 고통을 기준으로 하는 경우, 일상적으로 또는 반복적으로 심각한 고통을 초래하는 고통 유발 징후가 있어야 합니다. "심각한 고통"에 대한 일반화된 진술로는 충분하지 못할 수도 있습니다. 요청된 이형 신경질환 증후군(ANDS)이나 이형 결합조직병(ACTD) 증상 자체가 심각한 고통의 원인인지를 저희가 확인할수 있어야 합니다. "B" 등급 장애가 귀하의 활동 상의 제한을 기준으로 하는 경우, 귀하의 제출 진술에는제약을 받는 활동과 관련한 정보가 포함되어야 합니다. 귀하 또는 귀하의 제약조건에 대한 정보가 없이 제출된 진술은 결격 사항 요건에 해당됩니다. 장애 평가 결과 귀하가 더 이상 수행할 수 없는 특정 활동과 증상 사이의 관계가 입증되어야 합니다. 장애는 보상 가능한 질병이나 상태에 기인 합니다. 타협 기관은 제약 사항 및 제약사항의 원인에 대한 충분한 정보를 확보하여 귀하의 조건이"B" 등급 장애의 요건을 충족시키는지 확인할 수 있어야 합니다.

질문1-12. 질병 옵션 1의 이형 신경질환 증후군(ANDS)과 이형 결합조직병(ACTD)에 대한 장애등급 "C" 정의는 무엇입니까?

표 5의 이형 신경질환 증후군(ANDS)과 이형 결합조직병(ACTD)의 장애 등급"C" 대한 기준을 읽어 보십시오.

귀하는 보상 가능한 질병 또는 조건으로 인해 20%의 장애를 입은 경우에 "C" 등급 장애를 적용 받을 수 있습니다. 귀하가 일상적인 직업, 취미 및 자기관리 활동 중 일부를 심각하지 않은 일상적 또는 반복적 고통을 수반해서만 수행할 수 있는 경우 20% 장애로서 간주될 수 있습니다.

귀하의 제출 진술에 귀하의 고통이"완만한(mild)" 또는 "가벼운" 기술되어 있으면 귀하의 장애 판정은 승인되지 않습니다.

질문1-13. 질병 옵션 1 또는 질병 옵션 2에 대한 보상청구 제출 시한은 어떻게 됩니까?

귀하가 질병 지급금 보상청구 양식(빨간색 테두리)과 지원 의료 기록을 유효일 이후 15년 또는 그 이전에 작성하여 제출해야 합니다. (유효일에 대한 자세한 내용은 청구인 정보 안내서를 읽어 보십시오.)

질문1-14. **질문 1-4의 차트에서 Bristol, Baxter 및 3M 실리콘 젤 유방 삽입물을 언급하는 이유는 무엇입니까?**

귀하가 다우코닝 유방 삽입물 외에 Bristol, Baxter 또는 3M의 실리콘 젤 유방 삽입물의 삽입에 대한 수용 가능한 증거를 가진 경우, 귀하의 승인된 질병 지급금은 50% 삭감됩니다. 이것은 "복수 제조업체 삭감"이라 알려져 있습니다

질문1-15. **제가 개정된 타협 프로그램(RSP) 또는 국외 타협 프로그램(FSP)에서 Bristol, Baxter 또는 3M의 실리콘 젤 유방 삽입물에 대한 수용 가능한 증거를 가졌지만 금전 회복을 하지 않은 경우, 타협 기관에서의 저의 질병 지급금도 역시 50%가 삭감됩니까?**

그렇습니다. Bristol, Baxter 또는 3M 삽입물이 실리콘인지 염류인지에 대한 의문사항이 있으시면 보상 청구 지원 수신자 요금부담 전화 (866) 874-6099로 문의하십시오.

질문1-16. **제가 Mentor와 Cox-Uphoff의 실리콘 젤 유방 삽입물에 대한 수용 가능한 증거를 가졌을 경우, 저의 질병 지급금은 50% 삭감됩니까?**

아닙니다. 복수 제조업체 삭감은 귀하가 개정된 타협 프로그램(RSP)에서 Bristol, Baxter 또는 3M의 실리콘 젤 유방 삽입물 삽입의 수용 가능한 증거가 있을 경우에만 적용됩니다.

질문1-17. **제가 지금 질병 지급금을 수령하고 나중에 또 병에 걸리면 지급금을 다시 신청할 수 있습니까?**

상태에 따라서는 그렇습니다. 제 6 절의 질병 옵션 1과 질병 옵션 2에 대한 증액된 심각성 지급금을 읽어 보십시오.

제 2 절 - 질병 지급금 보상청구를 위한 적격성 지침

질문2-1. **개정된 타협 프로그램(RSP)과 국외 타협 프로그램(FSP) 사이의 차이와 마찬가지로 "현재 청구인"과 "기타 등록인"사이에도 차이가 있습니까?**

아닙니다.

질문2-2. **어떠한 종류의 다우코닝 유방 삽입물이 질병 지급금 수령 요건에 해당됩니까? 염류와 실리콘 젤 유방 삽입물이 모두 요건에 해당됩니까?**

그렇습니다. 염류와 실리콘 젤 유방 삽입물이 모두 요건에 해당됩니다. 다우코닝 유방 삽입물을 삽입했을 경우에는 모두 질병 지급금을 신청할 수 있습니다.

질문2-3. **제가 질병 지급금을 신청하는 경우, 다른 타협 지급금도 신청이 가능합니까?**

그렇습니다. 귀하가 정당한 자격이 있는 것으로 인정되면, 제거 및 파열에 대한 지급금도 수령할 수 있습니다.

질문2-4. **질병 지급금과 미화 1,200 달러 조기 유리 지급금을 모두 신청할 수 있습니까?**

아닙니다.

질문2-5. **질병 지급금 요건에 해당하려면 저의 다우코닝 유방 삽입물을 제거해야 합니까?**

아닙니다.

질문2-6. **파열 지급금을 신청하는 경우에도 승인된 질병 보상청구가 있어야 합니까?**

아닙니다.

제 3 절 - 질병 지급금 신청 방법

질문3-1. **질병 지급금을 신청할 때 질병 옵션 1 또는 질병 옵션 2를 선택해야 합니까?**

아닙니다. 보상청구 양식에서 귀하가 평가 받기를 원하는 질병이나 조건에 해당되는 확인란에 체크 표시를 하고 질병이나 상태, 그리고 관련된 장애나 심각성 등급을 지원하는 기준 의료 기록을 제출하십시오.

질문3-2. **질병 옵션 1의 지급금을 수령하는 경우, 나중에 질병 옵션 2의 질병이나 상태 중 하나에 대해 지급금을 수령할 수 있습니까?**

없습니다.

질문3-3. **저의 질병이 질병 옵션 1 또는 질병 옵션 2의 적격 질병 또는 상태의 목록에 수록되어 있지 않습니다. 질병 지급금을 신청할 수 있습니까?**

없습니다. 질병 옵션에 포함되지 않는 질병이나 의학적 상태는 적용되지 않습니다. 적격 질병이나 조건중 하나에 해당되지 않는 경우 질병이나 상태에 대해 지급금을 수령할 수 없습니다.

질문3-4. **저는 섬유근통으로 진단을 받았습니다. 이 질병은 질병 옵션 1 또는 질병 옵션 2 어느 곳에도 적격 질병이나 상태의 목록에 포함되어 있지 않습니다. 제가 질병 지급금을 신청할 수 있습니까?**

섬유근통은 적격 질병이 아닙니다. 따라서 귀하는 이 진단 하나만으로는 지급금을 수령할 수 없습니다. 섬유근통의 거의 대부분은 아니지만 상당한 부분이 이형 결합조직병(ACTD)에 대한 기준에 수록되어 있습니다.

질문3-5. **수년 전에 휴스턴에 있는 MDL 보상청구 사무소에 보낸 의료 기록을 의존해도 됩니까, 아니면 타협 기관에 이러한 서류를 다시 발송해야 합니까?**

텍사스주 휴스턴의 MDL 보상청구 사무소로 보낸 기록이면 됩니다. 기록을 다시 발송할 필요가 없습니다.

질문3-6. **저는 1994년에 MDL 보상청구 사무소로 의료 기록을 제출했습니다. 그 이후 저의 상태는 변경되었고 새로운 추가 기록들을 갖게 되었습니다. 이러한 기록을 타협 기관에 제출하여 검토하도록 할 수 있습니까?**

그렇습니다.

질문3-7. **제가 타협 기관에 제출한 의료 기록과 서류의 사본을 구할 수 있습니까?**

귀하가 제출한 보상청구 양식을 보관하십시오. 사본을 보관하지 않았을 경우에는 사본 요청서를 작성하여 타협 기관에 요청하십시오. 파일의 페이지 수에 따라 소정의 복사 요금이 부과될 수 있습니다.

질문3-8. **의료 기록 사본을 구하는 방법을 몰라 사본을 구할 수 없습니다. 타협 기관이나 보상청구 지원 프로그램에서 저를 대신하여 저의 의료 기록을 구해줄 수 있습니까?**

없습니다. 귀하가 직접 의사에게 요청하여 의료 파일의 사본을 구해야 합니다.

질문3-9. **의료 파일을 작성하는 지정된 방식이 있습니까? 의료 파일을 바인더나 폴더에 넣어야 합니까? 제출은 어떻게 해야 합니까?**

타협 기관은 의료 기록을 작성하고 제출하는 방법에 대한 어떠한 지침도 보유하고 있지 않습니다. 타협 기관은 각 보상청구의 내용만을 심사할 것이며, 제출된 형식에 대해서는 어떠한 부가적인 고려도 하지 않을 것입니다. 보상청구 양식의 추가 사본은 제출하지 마십시오.

질문3-10. **계획(Plan)에 따르면, 1년 이내에 질병 보상청구의 결격 사항을 시정하지 않으면 해당 보상청구의 재신청은 금지되지만, 1년의 지정 기간이 지난 후에 발생하는 새로운 보상 가능 조건이 있을 경우 새로운 질병 보상청구를 할 수 있는 것으로 되어 있습니다. 새로운 보상 가능 조건은 무엇입니까?**

타협 기관은 정확한 정의를 제시할 수 없습니다. 귀하가 새로운 보상 가능 조건에 해당되는지에 대한 판정은 각각의 사례와 의료 기록의 독특한 상황에 따라 달라질 수 있습니다.

제 4 절 - 질병 옵션 1 지침

질문4-1. **저는 표 5의 질병 및 장애에 대한 의학적 기준을 읽어 보았습니다. 제가 이형 결합조직병(ACTD)의 요건에 해당한다고 생각합니다. 질병 옵션 1에 따른 질병 보상청구를 지원하는데 필요한 것은 무엇입니까?**

귀하가 신청하는 질병의 기준과 관련한 정보를 포함하는 모든 기록을 제출하십시오. 다음의 기록이 포함 됩니다:

1. 귀하가 신청한 질병과 관련한 징후, 증상, 소견 및 검사 결과에 대한 의료 기록; 그리고

2. 귀하의 질병의 심각성 또는 자격 있는 의사(QMD)나 치료 의사가 내린 장애 등급 판정을 보여주는 의료 기록.

질문4-2. 제가 진료를 받은 의사들로부터의 의료 기록을 모두 제출해야 합니까?

귀하의 자격 있는 의사(QMD)의 진술이나 진단으로는 귀하의 의사가 진단 및 소견을 얻는데 토대가 된 의료 기록이나 서류를 제출하십시오. 특정한 보상청구를 처리하기 위해 진술이나 진단 외에 타협 기관에서 필요로 할 수 있는 의료 기록을 미리 정확하게 정의하는 것은 불가능합니다. 이러한 기록은 주로 의사가 행한 검사나 검토의 성격, 그리고 진술이나 진단의 유형과 내용에 따라 달라집니다.

귀하가 제출하는 기록에 환자 질문서, 의료 차트 안의 보조자의 주석에서 얻은 의사 소견, 그리고 실험실또는 기타 검사 보고서를 포함할 수도 있습니다. 귀하의 의사가 귀하의 조건이나 장애에 대해 정확한 진술을 하기 위해 다른 의사에게서 얻은 이전의 의료 기록을 검토할 필요가 있을 경우, 이러한 기록들도 제출해야 합니다. 귀하의 의사가 귀하에 대한 자신의 검사를 근거로 자신의 의견의 기준이 되는 직접 획득한 모든 상황에 대한 지식을 보유하고 있고, 진술이나 진단이 그러한 지식을 충분히 상세하게 진술하는 경우, 추가적인 기록이 필요하지 않을 수도 있습니다.

질문4-3. 상기 질문 4-1에서 사용된 용어로서 "치료 의사"란 무엇입니까?

"치료 의사"란 귀하가 질병 옵션 1에 따라 보상청구를 위한 평가를 얻기 위해 진료를 한 의사가 아니지만 여러 상황에서 귀하를 진료, 검사, 치료를 해준 의사를 말합니다.

질문4-4. 자격 있는 의사 즉 QMD란 무엇입니까?

"자격 있는 의사"란 귀하의 질병 보상청구를 지원하여 귀하가 신청한 진술이나 진단을 준비하는 내과학, 류머티즘학(내과학의 세부 분야), 신경학, 신경 외과학, 또는 면역학에서 위원회 인증을 받은(위원회 적격이 아님) 의사를 기술하는데 사용되는 용어입니다.

질문4-5. 자격 있는 의사가 "치료 의사" 입니까?

"치료 의사"는 자격 있는 의사(QMD)가 귀하의 장애에 대한 전문적인 의견을 구성하는데 필요한 정보를 보유하고 있고, 진술이나 진단(또는 보충적 진술)에서 그러한 의견의 바탕이 되는 정보와 그러한 정보의 원천을 진술하는 경우, 자격 있는 의사(QMD)를 포함합니다.

질문4-6. "위원회 인증"이란 무엇을 의미합니까?

"위원회 인증"이란 미국 의사 위원회의 특정 의료 전문분야에 대한 인증을 의미합니다. 미국 외부 국가의 의사들에 대한 위원회 인증 지침은 타협 기관이 규정합니다. 타협 기관은 MDL 보상청구 사무소의 기존지침을 채택하고 있습니다.

다음과 같은 인증이 수용됩니다:

영국: 영국의 왕립 외과 대학에서 신경 외과 분야의 전문의 과정 이수증을 수여 받은 영국의 왕립 외과 대학의 훨로우. 영국 왕립 내과 대학에서 신경 외과, 일반(내과) 의학, 면역학 또는 류머티즘학 분야의 전문의 과정 이수증을 수여 받은 영국 왕립 내과 대학의 연구원.

핀란드: 핀란드의 Helsinki, Turku, Tampere, Oulu 또는 Kuopio 대학의 알레르기학, 면역학, 신경외과학, 신경학, 내과학 또는 류머티즘학 분야의 전문의 학위.

독일: 독일 연방 의학 위원회(German Federal Medical Board)의 내과학, 류머티즘학, 신경 외과학 또는 신경학 분야의 의료 전문의 지정.

이스라엘: 이스라엘 의학부(Department of Medical Professions)가 내과학, 면역학, 류머티즘학, 신경학 또는 신경 외과학 분야의 전문의로서 개업을 허가한 의사.

노르웨이: 노르웨이 의학 협회(Norwegian Medical Association)가 내과학, 신경학, 신경 외과학 또는 류머티즘학 분야의 전문의로서 승인.

남아프리카 공화국: 남아공 의학 치의학 협의회(South African Medical and Dental Council)에 등록된 신경학, 신경 외과학, 내과학 또는 류머티즘학 분야의 전문의.

스웨덴: 스웨덴 국립 보건복지위(Swedish National Board of Health and Welfare)의 신경 외과학, 내과학, 알레르기학, 신경학 또는 류머티즘학 분야의 전문의 승인.

스위스: FMH 스위스 의학협회(FMH Swiss Medical Association)의 알레르기학 및 임상 면역학, 내과학, 신경학, 신경 외과학 및 류머티즘학 분야의 전문의 승인.

질문4-7. "위원회 적격(Board-eligible)" 이지만 위원회 인증(Board-certified)은 아닌 의사가 저의 진단서나 진술서를 작성할 수 있습니까?

없습니다. "위원회 인증(Board-certified)" 의사만이 진단서나 진술서를 제출할 수 있습니다. 그렇지만, 의사의 기록은 타협 기관이 귀하의 보상청구를 분류할 수 있도록 하는데 제출되는 기록의 일부가 될 수는 있습니다.

질문4-8. 정골요법 전문의(D.O.)가 자격있는 의사(QMD)로서 저의 진술이나 진단을 작성할 수 있습니까?

그렇습니다. 정골요법 전문의가 의사를 인증하는 동일한 위원회에 의해 위원회 인증을 받았으며 그리고 그러한 인증이 평가를 요청 중인 질병 옵션에 대한 적절한 전문 범위 내에 있는 한 정골요법 전문의는 질병 보상청구를 위한 진단서를 작성할 수 있습니다.

질문4-9. 질병 옵션 1의 질병 보상청구를 위한 "적절한" 위원회 인증 전문의란 무엇입니까?

귀하의 질병에 대한 진술이나 진단을 작성하는 의사는 귀하의 질병 보상청구에 적합한 전문 범위에서 위원회 인증을 받아야 합니다. 해당되는 전문 범위는 귀하가 겪고 있는 불편과 증상에 따라 달라집니다.

질문4-10. 경피증, 전신성 홍반성 낭창, 다발성 근염, 피부 근염, 혼합 결합조직병(MCTD), 주 쇼그렌 증후군 또는 이형 결합조직병(ACTD)에 해당되는 전문 범위는 무엇입니까?

이 질병들은 모두 류마티스성 질병이나 상태입니다. 위원회 인증 내과 의사 또는 류머티즘 의사가 이러한

질병들에 대한 적절한 의사가 될 것입니다. 질병 옵션 2에 따라 경피증(SS), 전신성 홍반성 낭창(SLE), 다발성 근염(PM) 또는 피부 근염(DM)에 대한 질병 보상청구를 신청하려면 위원회 인증 류머티즘 의사로부터 검진을 받아야 합니다. 위원회 인증 내과의사는 질병 옵션 2 보상청구에 대해서는 수용이 불가능 합니다.

질문4-11. 이형 신경질환 증후군(ANDS)에 해당하는 전문 범위는 무엇입니까?

이형 신경질환 증후군(ANDS)은 신경 질환과 관련된 병입니다. 따라서, 위원회 인증 신경병 의사가 이형 신경질환 증후군(ANDS)에 적합한 전문의 입니다.

질문4-12. 적격 질병이 여러 가지가 결합되어 있으면 각각에 대해 동일한 기준을 적용하는 것처럼 보입니다. (예를들면, 이형 결합조직병(ACTD)/이형 류머티즘 증후군(ARS)/비특이성 자가면역 질병(NAC)). 자격있는 의사(QMD)가 이러한 상태에 대한 저의 진술이나 진단을 작성하는 경우, 의사는 이에 대해 어떠한 이름을 붙여야 합니까? 세가지 모두입니까, 혹은 특정한 한가지입니까?

이형 결합조직병(ACTD), 이형 류머티즘 증후군(ARS), 그리고 비특이성 자가면역 질병(NAC)은 의사들 사이에서 때로 혼용해서 사용되므로 함께 수록됩니다. 의사에 따라서 특정한 사례에서 나타나는 증상이나 소견을 혼합해서 기술하는데 이들 중 어느 하나를 사용할 수 있습니다.

질문4-13. 저의 질병 옵션 1 보상청구를 위한 진술이나 진단을 작성하기 위해서는 저의 치료 의사가 위원회 인증을 받아야 합니까?

그렇습니다. 치료 의사는 귀하의 질병에 대한 자격 있는 의사(QMD)의 진단서나 진술서를 작성하기 위해서는 위원회 인증을 받아야 합니다.

질문4-14. 저의 질병 옵션 1 보상청구를 위한 장애 진술을 작성하기 위해서는 저의 치료 의사가 위원회 인증을 받아야 합니까?

아닙니다. 장애 진술을 작성하기 위해 의사가 위원회 인증을 받아야 할 필요는 없습니다.

질문4-15. 저의 장애 기준이 질병 옵션 1의 질병의 심각성을 기준으로 하는 경우 (경피증, 전신성 홍반성 낭창, 다발성 근염, 피부 근염, 혼합 결합 조직병/중첩 증후군, 또는 주 쇼그렌 증후군에 대한 보상청구 등), 타협기관에 저의 장애에 대해 서류로서 무엇을 제출해야 합니까?

귀하는 의사가 장애를 판정하는데 있어 의존한 모든 의료 기록을 제출해야 합니다. 예를 들면, 여기에는 의사의 판정에 도움을 줄 수 있도록 하기 위해 귀하가 작성한 장애 질문서가 포함됩니다.

질문4-16. 저는 자동차 사고 결과로서 장애를 입게 되었습니다. 제가 질병 옵션 1 보상청구로부터의 장애 등급을 이용할 수 있습니까?

없습니다. 귀하의 장애가 보상 가능 조건과 관련되어야 합니다. 고통이 귀하의 이형 결합조직병(ACTD)이나 이형 신경질환 증후군(ANDS)의 증상으로 인한 것이어야 합니다. 예를 들어, 탈모증, 만

성 피로 및 유방 기능 손실 등과 같은 이형 결합조직병(ACTD)의 증상은 통상적으로 고통 유발 요소를 포함하고 있지 않습니다. 귀하의 이형 결합조직병(ACTD)의 장애를 승인 받으려면 귀하의 해당 증상 중 적어도 하나에 의한 고통을 겪고 있어야 합니다. 또한 이전에 존재하는 질병과 상태는 고려 대상이 되지 않습니다.

질문4-17. 치료 의사나 자격 있는 의사(QMD)가 장애 정의에서 용어의 출처를 기술하여 저의 질병이나 장애 진술서를 작성할 수 있습니까? 저의 저의 보상청구의 승인에 이것으로 충분합니까?

아닙니다. 질병이나 장애 용어의 출처를 기술하는 귀하의 자격 있는 의사(QMD)의 일반화된 진술은 상세한 정도까지 제공된 모든 보상청구 서류를 검토해야 하는 타협 기관의 책임을 대신할 수는 없습니다.

질문4-18. 질문 옵션 1 기준, 특히 이형 결합조직병(ACTD) 기준의 여러 부분에서 "서류화 된"이라는 단어가 수록된 증상 앞에 나타납니다. "서류화 된"이란 무엇을 의미합니까?

이 단어의 의미를 하나로 정확하게 제시하는 것은 불가능합니다. 그 이유는 보통 관련된 특정 증상에 따라 의미가 달라지기 때문입니다. 일반적으로, 이 용어는 단순하게 환자의 불편 호소나 구두의 병력 설명이 아니라 신뢰성 있는 정보를 기반으로 한다는 것을 의미합니다.

일부 증상에서, 이것은 실제 검진이나 실험실 검사를 통해 상태를 검증했다는 것을 의미합니다.

주로 완전하게 주관적인 다른 일부 증상에서는, 의사가 그 불편 호소가 타당한 것이라는 전문적 의견을 구성할 수 있도록 의사의 모든 지식과 경험을 활용하여 실제 검진을 하고 불편 호소에 대해 충분히 환자를 문진했음을 의미할 수 있습니다. (이러한 상황에서는, 이러한 불편 호소에 의존하는 의사가 이러한 "소견"이 위원회 인증 전문의를 한번 방문하여 얻은 환자의 병력에만 근거한다는 것을 진술함으로써 진단을 평가하지는 않아야 한다는 것이 중요합니다. 의사는 문제가 실제로 존재한다는 결론을 내리는데 있어 침착해져야 할 필요가 있습니다.)

또한"서류화 된"이란 질병 보상청구에 제출하기 위한 진술이나 진단을 얻을 목적으로 의사를 방문한 날짜 이전의 환자의 의료 기록에서 증상에 대한 서면 언급이 발견되는 것을 의미할 수도 있습니다.

질문4-19. 제가 보상청구 한 장애 등급을 위한 기준으로서 사회보장국이 저를 완전 장애로서 공표했음을 진술하는 공식 서류를 이용할 수 있습니까?

없습니다. 치료 의사나 자격 있는 의사(QMD)가 평가한 장애 판정만을 이용할 수 있습니다.

질문4-20. 전신성 홍반성 낭창(SLE)인지 이형 결합조직병(ACTD)인지 확실치 않습니다. 질병 지급금 보상청구 양식은 한가지 질병만을 선택하도록 요구합니다. 어느 것을 선택할지를 어떻게 결정합니까?

귀하에게 해당하는 것으로 의사가 진단했거나 판정한 질병이나 상태에 대해 질병 지급금 보상청구 양식을 작성하기 전에 귀하의 의사와 상담하십시오. 귀하의 진단이나 지원 의료 기록에 해당되는 확인란에 체크 표시를 하십시오. 귀하가 전신성 홍반성 낭창(SLE), 경피증(SS), 다발성 근염(PM), 피부근염(DM) 또는 일반 결합조직 증후군(GCTS) 중 어느 것에 체크표시를 하고 평가를 하지 않으면, 타협 기관은 자체적인 판단에 따라 귀하가 이형 결합조직병(ACTD)이나 이형 신경질환 증후군(ANDS) 중 하나로서 평가될 수 있을 것으로 보이면 이들에 대해 귀하의 보상청구를 심사할 것입니다.

제 5 절 - 질병 옵션 2 지침

질문5-1. **제가 질병 옵션 2 지급금에 대한 수령 자격이 있는지를 어떻게 판단합니까?**

표 5의 기준을 검토해 보고 귀하의 상태를 의사와 상담하십시오.

질문5-2. **질병 옵션 2에서 요구되는 의학적 기준 및 심각성 등급의 증거 서류화 외에, 질병 옵션 2 보상청구를 위한 수령 자격을 위해 제출해야 하거나 행해야 하는 다른 것들은 무엇입니까?**

의학적 기준과 심각성 등급의 서류화(해당 시) 외에, 다음과 같은 기준을 충족하거나 제출해야 합니다:

1. 요구되는 소견이나 실험실 검사 이상을 확인하는 모든 의료 기록을 제출해야 합니다; 그리고

2. 요건에 해당되는 소견이 보상청구 제출 직전의 5년 이내에 한번의 24개월 기간 내에 발생했어야 합니다. 단 이러한 주기가 1995년 5월 15일에서 유효일 사이의 기간일 경우는 예외로 합니다. 타협 기관이 발송한 결격 요건 통지 서신에 응답하여 보충 제출한 소견은 상기에 진술한 24개월 주기에 들어야 할 필요는 없습니다; 그리고

3. 요구되는 소견에 대한 제외 사항이 언급되는 경우, 소견을 작성하거나 검사를 지시한 의사는 수록된 이러한 제외 사항이 나타나지 않았음을 단정적으로 진술해야 합니다; 그리고

4. 또한, 일반 결합조직 증후군(GCTS)을 진술하거나 질병 진단을 수행하는 의사는 해당 요건의 증상이 최초의 삽입 수술일 이전에 존재하지 않았음을 단정적으로 진술해야 합니다. 이러한 진술은 환자 병력이 의사의 판단으로 의료 기록과 일관성을 유지하는 한 환자의 병력을 기준으로 할 수 있습니다. 이러한 단정적 진술이 없으면 결격 요건 서신이 발송될 것입니다; 그리고

5. 필요한 소견이나 실험실 검사 이상을 확인하는 모든 의료 기록을 타협 기관에 제출해야 합니다. 또한, 필요 소견을 작성하거나 필요 검사를 지시한 의사가 보유한 모든 주요 의료 차트, 방사선/병리학 보고서 및 검사 결과도 제출해야 합니다; 그리고

6. 다음 조건에 해당하는 경우 자격 있는 의사(QMD)의 진술이 질병 옵션 2에 따른 수용 가능한 증거가 될 수 있습니다:
   A. 자격있는 의사(QMD)가 전신성 홍반성 낭창(SLE), 경피증(SS), 다발성 근염(PM) 또는 피부근염(DM)에 대한 위원회 인증 류머티즘 의사이거나, 일반 결합조직 증후군(GCTS) 소견을 작성하는데 적합한 전문 분야에서 위원회 인증을 받음; 그리고
   B. 진술이 질병 옵션 2에서 요구되는 모든 세부 소견을 포괄; 그리고
   C. 자격있는 의사(QMD)가 개별적으로 귀하를 검진; 그리고
   D. 자격있는 의사(QMD)가 수록된 제외 사항 및 기존에 존재하는 증상과 관련하여 필요한 모든 추가적 진술을 포괄.

이 경우, 질병 옵션 2 보상청구를 위한 의사의 추가적인 진술이 제출되어야 할 것입니다.

질문5-3. **위의 질문 5-2에서 언급하는 "단정적 진술" 및 "제외 사항"이란 무엇입니까?**

단정적 진술이란 귀하의 진단 대상 질병에 대해 수록된 제외 사항이 귀하의 사례에서 나타나지 않음을 진술하는 의사의 서면 진술입니다. 제외 사항은 질병 옵션 2에 대한 "일반 지침"서두에, 그리고 질병 옵션 2의 각 질병에 대한 분류된 용어에 포함되며, 단어"제외 사항"으로 시작됩니다. 예를 들어, 전신성 홍반성 낭창(SLE)에 대한 기준 #5(관절염)는 침식성 관절염이라는 분류된 제외 사항을 포함합니다. 전신성 홍반성 낭창(SLE) 진단이 관절염을 기준으로 한 것이면, 진단 류머티즘 의사는 귀하의 의료 기록이나 서신에 침식성 관절염이 아니라는 점을 단정적으로 진술해야 합니다.

질문5-4. **질병 옵션 2의 경피증(SS), 전신성 홍반성 낭창(SLE), 다발성 근염(PM) 또는 피부 근염(DM)에 대한 진단을 하려면 어떠한 위원회 인증 전문의가 필요합니까?**

질병 옵션 2의 경피증(SS), 전신성 홍반성 낭창(SLE), 다발성 근염(PM) 또는 피부 근염(DM) 요건을 위해서는, 위원회 인증 류머티즘 의사로부터 직접 검진을 하여 진단을 받아야 합니다.

질문5-5. **저는 질병 옵션 2 질병(경피증(SS), 전신성 홍반성 낭창(SLE), 다발성 근염(PM) 또는 피부 근염(DM))으로 진단을 받았고 모든 필요한 소견이 제 의료 기록에 포함되어 있습니다. 이러한 진단이 위원회 인증 류머티즘 의사에 의한 것이 아니더라도 이 진단을 신뢰할 수 있습니까?**

없습니다.

질문5-6. **저의 치료 류머티즘 의사(위원회 인증을 받지 않은)가 저를 질병 옵션 2의 질병 중 하나로 진단했습니다. 위원회 인증 류머티즘 의사가 모든 의료 기록을 검토하여 저의 질병 진단에 동의하며 확신한다고 진술하는 서신과 함께 저의 의료 기록을 제출해도 됩니까?**

아닙니다. 위원회 인증 류머티즘 의사의 진단은 반드시 귀하에 대한 자신의 개인적 검진을 기초로 해야 합니다. 위원회 인증 류머티즘 의사가 귀하의 의료 기록을 검토하는 것만으로 질병 옵션 2에 필요한 진단을 제공할 수 없습니다.

질문5-7. **"일반 결합조직 증후군(GCTS)"에 대한 보상청구에는 위원회 인증 류머티즘 의사에 의한 진단이 입증되어야 합니까?**

아닙니다. 질병 옵션 2의 분류에 대해서는 진단이 필요치 않습니다.

질문5-8. **일반 결합조직 증후군(GCTS)에 대한 보상청구를 위한 기준으로써 제가 무엇을 제출해야 합니까?**

귀하의 의료 서류를 통해 세가지 그룹의 소견들로부터의 요구되는 소견들 중 하나가 제시됨을 확인해야 합니다. 일부 소견은 특정 분야의 의료 전문의를 통해서만 얻을 수 있습니다. 표 5의 일반 결합조직 증후군(GCTS)에 대한 기준을 주의해서 읽어 보십시오.

질문5-9. **질병 옵션 2 보상청구를 위한 일반 지침은 적절한 소견이 보상청구 제출 직전의 5년 이내에 한번의 24개월 기간 내에 발생했어야 하는 것으로 규정합니다. 보상청구 제출 날짜를 결정하는데 있어 어떤 날짜를 기준으로 해야 합니까?**

날짜는 타협 기관이 질병 지급금 보상청구 양식(빨간색 테두리)을 수령한 날짜, 또는 귀하의 질병 보상청구 양식 원본이 1994년에 MDL 보상청구 사무소에 수신된 날짜 중 어느 하나가 될 수 있습니다.

질문5-10. **저는 개정된 타협 프로그램(RSP)에서 현재의 질병이 있었고 이 프로그램에서 초기에는 일반 결합조직 증후군(GCTS)을 신청할 수 없었습니다. 다우코닝 타협 계획에 따라 일반 결합조직 증후군(GCTS)을 위한 보상청구를 할 수 있습니까, 아니면 이형 결합조직병(ACTD)을 위한 보상청구를 다시 신청해야 합니까?**

귀하는 직접 일반 결합조직 증후군(GCTS)에 대한 보상청구를 할 수 있습니다.

제 6 절 - 질병 옵션 1 또는 질병 옵션 2 보상청구를 위한 증액된 심각성 지급금

질문6-1. **제가 지금 질병 지급금을 수령하고 나중에 또 병에 걸리면 지급금을 다시 신청할 수 있습니까?**

그렇습니다. 승인된 질병 옵션 1 청구인에 대해, 승인된 보상청구액을 지급하기 위한 미화 1,500만 달러(순 가치)의 증액된 심각성 기금이 확보되어 있습니다. 승인된 질병 옵션 2 청구인의 경우에도 또한 증액된 심각성 지급금이 있지만 질병 옵션 1에서처럼 금액 제한은 지정되어 있지 않습니다. 예를 들어, 귀하가 질병 옵션 1의 이형 결합조직병(ACTD)에 대해 보상을 받았을 경우, 질병 옵션 1의 증액된 심각성 지급금 혜택을 신청할 수 있습니다.

질문6-2. **질병 옵션 1의 증액된 심각성 기금에 대한 자격 기준은 무엇입니까?**

질병 옵션 1에 따른 증액된 심각성 지급금을 위한 자격에 해당되려면, 귀하의 승인된 질병이 "A" 등급 장애 기준을 충족한다는 것을 서류화 할 수 있어야 합니다.

질문6-3. **질병 옵션 1의 증액된 심각성 기금에 대해 승인 받으면 얼마까지 회복이 가능합니까?**

귀하의 원래 승인된 질병 지급금액과 "A" 등급 금액 사이의 차액만큼 수령할 수 있습니다.

질문6-4. **저의 치료 의사가 저의 이형 결합조직병(ACTD)의 장애 등급이 "C" 등급(20% 장애)에서 "B" 등급(35%장애)으로 상승되었다는 진술서를 작성했습니다. 제가 질병 옵션 1의 증액된 심각성 기금 자격에 해당될 수 있습니까?**

해당되지 않습니다.

질문6-5. **질병 옵션 2의 증액된 심각성 기금에 대한 자격 기준은 무엇입니까?**

귀하가 이전에 허용되었던 것보다 더 많은 지급금의 수령 자격이 부여된 유효일 이후 15년 또는 그 이전에 서류화 할 수 있을 경우 자격 기준에 해당됩니다. 다음의 두 가지 방법 중 하나로 자격을 얻을 수 있습니다:

1. 질병 옵션 2에서 새롭게 적격 질병으로 진단; 혹은

2. 기존의 질병 옵션 2의 질병이 더욱 심해져 보다 높은 심각성 등급의 지급금액에 해당.

질문6-6. **승인된 질병 옵션 1 또는 질병 옵션 2의 증액된 심각성 지급금의 지급은 어떠한 방법으로 언제 이루어집니까?**

질병 옵션 1 또는 질병 옵션 2의 증액된 심각성 지급금은 관할 법원이 프리미엄 지급금으로서 인증하는 경우 그 때에 지급됩니다. (프리미엄 지급금에 대한 자세한 내용은 질문 2-6의 청구인 정보 안내서를 읽어 보십시오.)

질문6-7. **질병 옵션 1의 증액된 심각성 기금에서 질병 옵션 1으로부터 질병 옵션 2로 변경할 수 있습니까?**

없습니다.

제 7 절 - 질병 보상청구의 처리 및 상태 통지서

질문7-1. **질병 보상청구에 대해 어떠한 유형의 문제나"결격 사항"이 있습니까? 이들은 무엇을 의미하며, 저의 보상청구에 어떠한 형태로든 결격 사항이 발견된다면 이들을 어떻게 시정할 수 있습니까?**

상태 통보 서신에 나타날 수 있는 결격 사항들에 대한 비포괄적 목록이 결격 사항의 시정 방법과 관련한 정보 및 설명과 함께 여기에 포함됩니다. 모든 상황을 예측하는 것은 불가능하지만, 질병 보상청구 심사를 안내해 줄 어느 정도의 결격 사항 표준은 타협 기관이 규정하고 있습니다.

A. 서류화 기준

***결격 사항*:** "다음의 이형 결합조직병(ACTD) 증상이 서류화 되어 있지 않습니다: (여기에 특정 증상을 명시)."

***결격 사항의 시정 지침*:** "서류화된" 용어의 설명에 대해서는 질문 4-18를 읽어 보십시오. 이 결격 사항은 (1) 실제 검진을 통한 귀하의 증상에 대한 확인의 증거, (2) 귀하의 자격 있는 의사(QMD)가 이러한 증상에 대해 충분히 문진하고 불편 호소가 타당하다는 결론을 내렸음을 진술하는 보충적 진술, 그리고 (3) 귀하가 다른 경우에서도 이러한 증상에 대해 불편을 호소했음을 진술하는 추가적인 의료 기록을 제공하면 시정될 수 있습니다.

B. 장애 결격 사항

결격 사항: "자격 있는 의사(QMD)가 귀하의 장애에 대해 판정할 때 기준으로 삼은 모든 기록이 보상청구와 함께 제출되지 않았습니다."

결격 사항의 시정 지침: 귀하의 자격 있는 의사(QMD)가 귀하의 장애를 판정할 때 특정 서류를 기준으로 했음을 명시했지만 이러한 기타 서류들이 제출되지 않았습니다. 귀하의 장애를 승인하기에 앞서 자격 있는 의사(QMD)가 판정을 내리는데 사용한 모든 서류를 저희가 보유해야 합니다. 이러한 서류들을 파일에 추가하면 이러한 결격 사항은 해결될 수 있습니다.

결격 사항: "귀하의 보상청구 서류에 포함된 정보는 귀하가 보상 가능 조건에 따른 장애 상태가 아님을 나타냅니다."

결격 사항의 시정 지침: 귀하의 의료 서류는 귀하가 장애 상태가 아님을 나타냅니다. 이것이 사실과 다른 경우, 귀하의 자격 있는 의사(QMD) 또는 치료 의사가 귀하의 현재의 장애를 기술하고 이전에 제출한 상반되는 정보에 대해 만족스러운 설명을 포함하는 진술을 제시하면 시정될 수도 있습니다.

결격 사항: "귀하의 보상청구 서류에 포함된 정보는 장애 판정이 타협 기준과 일관성을 유지하지 못함을 나타냅니다."

결격 사항의 시정 지침: 귀하의 자격 있는 의사(QMD) 또는 치료 의사가 귀하의 장애를 판정하였지만, 귀하의 활동에 있어서의 고통이나 제약에 대한 정보(자격 있는 의사(QMD)의 진술 또는 귀하의 기록에서)가 그러한 장애 등급에 대한 요건과 일치하지 않습니다. 이 결격 사항은 자격 있는 의사(QMD) 또는 치료 의사가 귀하의 상태에 대해 적절한 장애 등급을 할당하거나 또는 해당 등급에 대한 타협 기준과 일관성을 유지하는 장애에 대한 정보를 제시하는 진술을 통해 시정할 수 있습니다. (귀하의 보충 서류가 귀하가 원래 보상을 청구했던 장애 등급을 지원하는 새로운 정보를 제공하는 경우, 이전에 제출한 상반되는 정보에 대한 설명도 제시해야 합니다.)

결격 사항: "귀하의 보상청구 서류가 장애 판정이 타협 기준과 일관성을 유지하는지 평가하는데 필요한 귀하의 조건에 대한 정보를 충분하게 포함하고 있지 않습니다."

결격 사항의 시정 지침: 귀하의 자격 있는 의사(QMD)나 치료 의사가 귀하의 장애를 판정했다 하더라도, 귀하의 보상청구 서류에 정보가 충분치 않아 의사가 해당 장애 등급을 적절하게 할당했는지 타협 기관에서 판정할 수 없습니다. 이 결격 사항은 자격 있는 의사(QMD) 또는 치료 의사가 귀하의 활동에 대한 고통이나 제약의 정도를 기술하는 보충적 진술을 제시함으로 시정할 수 있습니다. 귀하의 장애가 부분적으로 원래의 질병 스케줄에서 보상되지 못하는 질병이나 상태로 인해 초래된 경우, 귀하는 처리되는 질병이나 상태로 인해 초래된 장애의 등급에 대해서만 승인을 받을 수 있습니다. 이러한 조건에서는 귀하의 장애를 확인할 때 귀하의 의사는 타협 조건에 포함되는 질병이나 상태로 인해 초래된 장애의 정도를 확실하게 명시해야 합니다.

결격 사항: "귀하의 보상청구 서류에 포함된 정보는 귀하가 보상 가능 조건에 따라 더 이상 장애 상태가 아님을 나타냅니다."

결격 사항의 시정 지침: 귀하의 보상청구 서류는 귀하가 이전에 가질 수도 있었던 장애를 더 이상 겪고 있지 않음을 나타냅니다. 이러한 결격 사항은 귀하가 다시 장애 상태가 되면 시정될 수 있습니다. 귀하의 현재의 장애를 기술하고 이전에 보고한 상태와 달라진 점을 설명하는 귀하의 자격 있는 의사(QMD) 또는 치료 의사의 진술서를 제출하십시오.

결격 사항: "귀하의 보상청구 서류는 귀하의 장애에 대한 치료 의사 또는 자격 있는 의사(QMD)의 판정을 포함하고 있지 않습니다."

결격 사항의 시정 지침: 귀하의 서류에는 치료 의사 또는 자격 있는 의사(QMD)의 귀하의 장애에 대한 판정이 포함되어 있지 않습니다. 이 서류가 의사로부터의 장애 판정을 포함하지 않은 경우, 이러한 장애 판정을 한 의사가 치료 의사였는지 또는 적절한 위원회 인증 전문의였는지를 저희가 확인할 수 없었기 때문에 이러한 결격 사항을 지정하였습니다. 이 결격 사항은 "자격 있는 의사(QMD)"의 전문 분야에 해당되는 전문 분야들 중 하나에서 위원회 인증을 받은 의사 또는 치료 의사로부터 장애 판정을 받으면 시정됩니다."

C. 증상의 수

결격 사항: "이 서신에 언급된 다른 결격 사항들 외에 귀하가 보상 가능 조건에 해당되기 위해서는 하나 이상의 증상이 필요합니다."

결격 사항의 시정 지침: 상태 통보에서 명시한 다른 증상 관련 결격 사항을 시정한 후에도 귀하는 하나 이상의 증상이 요건에 해당되어야 합니다. 이 결격 사항은 타협 기준을 충족하는 귀하의 추가 증상들을 반영하는 귀하의 자격 있는 의사(QMD)의 의료 기록이나 보충적 진술을 제시하면 시정될 수 있습니다.

결격 사항: "이 서신에서 언급된 다른 결격 사항들 외에, 귀하가 보상 가능 조건에 해당되기 위해서는 둘 이상의 추가적인 증상이 필요합니다."

결격 사항의 시정 지침: 상태 통보에 언급된 기타 증상 관련 결격 사항을 시정한 후에도 귀하가 적용 가능 질병이나 상태의 요건에 해당되 기 위해서는 여전히 둘 이상의 추가적인 증상이 필요합니다. 이러한 결격 사항은 귀하의 보상청구 서류가 귀하의 상태 통보에서 언급된 특정 질병이나 상태에 대한 보상청구를 지원하기 위해 필요한 표시, 증상 및 소견을 거의(또는 전혀) 포함하고 있지 않음을 의미 합니다. 귀하의 질병이나 상태를 결정하기 위한 정확한 요건을 자세히 검토해 볼 필요가 있습니다. 이러한 요건들은 표 5에 제시되어 있습니다. 표 5의 질병 스케줄에서 요구되는 표시, 증상 및 소견이 귀하의 서류에서 발견됨을 입증하기 위해 귀하가 제출한 보상청구 서류를 주의 깊게 읽어 보십시오. 이러한 서류들을 철저히 비교하면 귀하가 필요로 하는 답을 얻을 수 있습니다. 이 결격 사항은 해당 질병이나 상태에 대한 기준을 충족하는 귀하의 추가적인 증상을 반영하는 귀하의 자격 있는 의사(QMD)로부터의 의료 기록이나 보충적 진술을 제시하면 시정될 수 있습니다.

D. 기존 상태

***결격 사항*:** "귀하의 최초의 유방 삽입수술을 받기 전에 다음과 같은 이형 결합조직병(ACTD)이 존재 했었습니다:(여기에 특정 증상을 명시)."

***결격 사항의 시정 지침*:** 귀하가 최초로 유방 삽입수술을 받기 전에 이러한 이형 결합조직병(ACTD) 증상을 겪고 있었음이 귀하의 보상청구 기록에 나와 있습니다. 타협 기관은 이러한 이전 증상들에 대해서는 신청을 허가할 수 없습니다. 이러한 결격 사항을 시정할 수 있는 유일한 방법은 귀하의 기록에서 날짜에 대한 입력 오류가 있는 경우뿐입니다. 실제로 이러한 날짜의 입력에 오류가 있는 경우, 귀하는 기록에 오류가 포함되어 있다는 의사의 단정적 진술을 이러한 오류의 진위, 그리고 이 기록에 기입했어야 할 실제 날짜에 대한 상세한 설명과 함께 제시해야 합니다.

***결격 사항*:** "귀하의 보상청구 서류에 포함된 정보는 최초의 수술 이전에 귀하가 겪었던 보상 가능 조건이 그 삽입 수술 이래로 심각성이나 장애 정도가 악화 되지 않았음을 나타냅니다."

***결격 사항의 시정 지침*:** 귀하의 기록은 귀하가 최초의 유방 삽입수술을 받기 이전의 상태 통보에서 명시된 질병을 지니고 있음을 보여 줍니다. 신청된 조건은 심각성이나 삽입 후의 장애에 대한 영향이 커졌을 경우에만 보상이 가능합니다. 이 결격 사항은 귀하가 현재 보다 높은 지급금 범위에 들어 있는 정도까지 귀하의 상태가 악화되었음을 단정적으로 보여 주는 치료 의사나 자격 있는 의사(QMD)의 보충적 보고서 또는 이러한 악화를 입증하는 의료 기록 중 하나를 제시하면 시정됩니다.

E. 의사 서명

***결격 사항*:** "귀하의 자격 있는 의사(QMD)의 진술이나 진단이 서명 되어 있지 않습니다." "귀하의 자격 있는 의사(QMD)의 장애 등급 또는 심각성 등급 판정이 서명 되어 있지 않습니다."

***결격 사항의 시정 지침*:** 자격 있는 의사(QMD)의 진술이나 진단은 해당 의사의 서명이 있어야 합니다. 이 결격 사항은 원래의 진술이나 진단의 사본에 서명을 하고 서명 된 사본을 타협 기관으로 제출하여 시정할 수 있습니다. 명시된 결격 사항이 장애 진술에 대한 서명의 누락시, 귀하의 의사가 서명한 진술이 귀하의 장애에 대한 의사의 판정을 포함하는 것이어야 합니다.

F. 타협 기준 미달

***결격 사항*:** "귀하의 의료 기록은 다음의 실험실 검사가 타협에서 요구하는 방법에 따라 수행되었는지 여부 또는 그 시험의 결과가 타협 기준을 충족하는지 여부를 제시하지 않았습니다:(여기에 특정 검사를 명시)."

***결격 사항의 시정 지침*:** 타협에서는 명시된 실험실 검사를 지정된 특정 방법으로서 수행하고 이러한 검사 결과가 지정된 최소치를 충족하도록 요구하고 있습니다. 귀하의 검사가 규정된 기준을 충족했지만 원본 서류에 그러한 사실이 제시되어 있지 않을 경우, 해당 방법에 따라 검사가 수행되었고 그 결과가 타협에서 요구되는 값으로 보고되었음을 보여 주는 검사를 지시한 실험실이나 의사로부터의 진술을 제시함으로써 이러한 결격 사항을 시정할 수 있습니다. 검사가 사실상 규정된

기준을 충족하지못했을 경우는, 초기 질병 스케줄에서 요구하는 방식 대로 재검사를 실시하여 이러한 결격 사항을 시정할 수 있습니다.

결격 사항: "다음의 징후와 증상이 타협 기준을 충족하지 않았습니다:(여기에 특정 증상을 명시)."

결격 사항의 시정 지침: 명시된 증상이 귀하의 보상청구 파일에 제시되어 있지 않아 초기 질병 스케줄에서 지정하는 기준을 충족할 수 없습니다. 귀하의 질병은 저희가 이러한 증상들을 통해 귀하에게 자격을 부여하는데 필요한 정도에는 해당되지 않는 것으로 나타나 있지 않습니다. 귀하의 질병을 제시한 기록이 타협 기준에서 명확하게 제외되는 범주에 들었을 것입니다. 이 결격 사항은 귀하의 증상이 초기 질병 스케줄에 진술된 기준을 실제로 충족하는 것을 입증하는 귀하의 자격 있는 의사(QMD)로부터의 보충 진술이나 의료 기록을 제시함으로써 시정될 수 있습니다.

질문7-2. **상태 통보에 저의 이형 결합조직병(ACTD) 보상청구에 몇 가지 결격 사항이 있다고 명시되어 있습니다. 저는 최근에 전신성 홍반성 낭창(SLE)으로 진단을 받았습니다. 저의 이형 결합조직병(ACTD)의 결격 사항을 정정하는 대신에 전신성 홍반성 낭창(SLE)에 대한 새로운 보상청구를 제출할 수 있습니까?**

그렇습니다.

질문7-3. **상태 통보 서신에 "해당 결격 사항의 시정 시"저의 보상청구가 승인될 것이라 명시되어 있습니다. "해당 결격 사항"이란 무엇을 의미합니까?**

이전의 이형 결합조직병(ACTD)의 증상 같은 특정한 결격 사항은 아마도 해결이 불가능할 것이지만, 저희는 이러한 요인들을 어떻게 평가하는지 알려 주기 위해 이 정보를 제공하였습니다.

제 8 절 - 마감 시간

질문8-1. **저의 상태 통보 서신에서 확인된 문제를 해결하는데 얼마나 오래 걸립니까?**

귀하의 질병 보상청구에 문제가 있을 경우, 타협 기관이 문제를 귀하에게 통지합니다. 문제 해결을 위해, 결격 사항을 귀하에게 통보한 서신의 날짜로부터 1년이 주어집니다. 1년 이내에 문제를 해결하지 않으면 질병 보상청구는 거부되고, 귀하의 청구는 결격 사항의 해소를 위한 기간인 1년이 지난 후에만 새로운 보상 가능 조건을 신청할 수 있게 됩니다.

문제를 해결하기 위한 기간이 이처럼 짧기 때문에, 의료 기록을 발송하여 심사하도록 하기 전에 세심하게 검토하는 것이 중요합니다. 기록을 분리하여 타협 기관으로 보내지 마십시오. 일단 질병 보상청구가 접수되면 타협 기관은 그 당시의 귀하의 서류에 있는 의료 기록과 서류를 기준으로 귀하의 보상청구를 심사하여 평가할 것입니다. 귀하의 보상청구에 기준이 되는 모든 의료 기록과 서류를 제출하지 않았을 경우, 귀하의 보상청구가 거부됨을 알리는 결격 사항 서신을 수신하게 될 것입니다.

귀하의 의료 기록이 표 5의 증거 요건을 충족하는 경우, 타협 기관으로부터 귀하의 보상청구가 승인됨을 알리는 서신을 수신하게 될 것입니다. 승인된 보상청구는 유효일 이후에 지급될 것입니다.

용어

이 용어 목록은 청구인 정보 안내서에서 사용되는 용어들 중 일부를 정의한 것입니다.

"사건 관리 명령서:"

2000년 11월 13일 미국 미시건 동부 지구 지방법원의 Denise Page Hood 판사가 내린 서면 명령. "CMO"라고도 하는 사건 관리 명령서는 보상청구에 대해 타협보다는 소송을 희망하는 DCC Litigation Facility, Inc.에 대한 청구인의 권리와 의무 중 일부를 기술합니다.

"청구인 분류:"

개정된 공동 플랜(Amended Joint Plan)을 목적으로 만들어진 청구인들에 대한 분류. 분류 그룹들이 계획에 명시되어 있습니다. 청구인들은 받은 삽입물의 유형, 그리고 그들이 거주하거나, 시민권을 보유했거나 또는 삽입물을 받은 국가를 기준으로 분류됩니다.

"결격 사항:"

타협 기관인 Dow Corning Trust의 "결격 사항"이란, 제출된 증거가 타협 기관이 보상신청을 승인하기 위한 요건을 충족하지 못함을 의미합니다.

"유효일:"

옵션 1 청구인 정보 안내서의 질문 8-5를 읽어 보십시오.

"제거:"

수술 과정을 통한 삽입물의 제거.

"소송" 또는 "제기:"

법정을 통해 분쟁을 해결. 소송은 판사 앞에서 법정에 소송을 제기하는 것입니다.

"명백한 상해:"

계획(Plan) 하에서 "명백한 상해"란 청구인이 질병 옵션 1 또는 질병 옵션 2에 따른 질병 지급금을 지원 받을 수 있는 충분한 심각성의 질병이나 증상을 가지는 것을 말합니다.

"MDL 보상청구 사무소:"

다우코닝 이외의 삽입물 제조업체에 대한 보상청구의 타협을 관리하는 보상청구 사무소. 보상청구 사무소는 RSP라고도 하는 개정된 타협 프로그램을 관리합니다.

"수술 보고서:"

환자에 대한 외과 수술과 관련하여 의사가 발행한 보고서. 수술 보고서는 외과 수술을 수행하는 의사 또는 병원이나 기타 의료 시설의 기록에 보존될 수 있습니다.

"최초의 포괄적 타협:"

유방 삽입물 제조업체와 공급업체 그룹에 대한 1994년의 보상청구에서의 집단 소송 타협.

"타협 기관:"

다우코닝 제품과 관련한 개인 상해 보상청구의 타협을 관리하는 주체

"TMJ:"

"턱관절(temporo-mandibular joint)"의 약어. TMJ는 사람의 위턱과 아래턱을 연결하는 힌지 부분입니다.

제 5 절 - 제조업체의 증거

질문5-1. **제가 다우코닝 유방 삽입물로써 삽입수술을 받았음을 입증하는 제조업체의 증거 양식(파란색 테두리)과 의료 기록 또는 서류를 왜 제출해야 합니까?**

귀하의 보상청구를 타협하고, 제거, 파열 및 조기 유리 또는 질병에 대한 지급금을 수령하기 위하여 귀하는 귀하가 다우코닝 유방 삽입물을 현재 갖고 있거나 갖고 있었음을 입증하는 제조업체 증거 양식 및 의료 기록 또는 서류를 제출할 필요가 있습니다.

질문5-2. **누가 저의 유방 삽입물을 만들었는지를 입증하기 위한 저의 의료 기록 및 서류의 사본을 어떻게 하면 얻을 수 있습니까?**

귀하가 준비할 필요가 있는 의료 기록 또는 서류를 알아 보려면 본 절과 표1, 제1부를 읽어 보십시오. 귀하가 삽입수술을 받은 의사나 병원에 연락하여 귀하의 의료 기록 사본을 요청하십시오. 그러한 기록에는 보통 귀하가 받은 유방 삽입물의 상표명, 카탈로그 번호, 삽입물 라벨 또는 기타 식별 정보가 포함됩니다. 귀하는 이러한 의료 기록의 공증본을 필요로 할 수도 있습니다. 귀하 의사의 사무실이나 병원에서는 이러한 내용을 잘 알고 있을 것입니다.(공증본의 정의를 알고 싶으시면 질문 5-13을 읽으십시오.)

본 절의 정보가 다우코닝 유방 삽입물용 기준에 부합하는지를 알기 위해서는 귀하의 의료 기록상의 정보를 본 절의 정보와 비교하십시오. 만약 부합하지 않을 경우, 표1, 제3부를 점검하여 귀하의 유방 삽입물이 Baxter, Bioplasty, Bristol, Cox-Uphoff (CUI), Mentor, Koken, Silimed, Societe Prometel 또는 Medasil에 의해 만들어졌는지를 결정하십시오.

질문5-3. **다우코닝이 저의 유방 삽입물을 만들었음을 입증하려면 제가 어떠한 의료 기록 또는 서류를 제출해야 합니까?**

수용 가능한 의료 기록 및 서류의 전체 목록은 제조업체 증거 양식 지침에 있습니다.

질문5-4. **어떤 상표명이 다우코닝 유방 삽입물용으로 수용 가능합니까?**

수용 가능한 상표명의 전체 목록은 표 1, 제 1부에 있습니다. 또한 제조업체 증거 양식 지침에도 있습니다.

질문5-5. **다우코닝 유방 삽입물의 수용 가능 증거가 되지 못하는 상표가 있습니까?**

있습니다. 의료 기록 또는 서류상의 다음과 같은 유형의 언급은 수용 가능 증거가 되지 못합니다.

1. 귀하의 의료 기록에 모두 소문자로 silastic형이라고 쓰여져 있고, 다른 식별 정보가 없다.
2. 귀하의 의료 기록에 모두 소문자로 silastic이라고 쓰여져 있고, 삽입물이 1969년 이후에 삽입되었다.
3. 귀하의 의료 기록에 Cronin이라고 쓰여져 있고, 삽입물이 1972년 이후에 삽입되었다.

4. 귀하의 의료 기록 또는 증거에 Mueller, V. 또는 V. Mueller라고 쓰여져 있고, 삽입물이 1968년 이전 또는 1974년 8월 31일 이후에 삽입되었다.

5. 귀하의 의료 기록 또는 증거에 제조업체 증거 양식 지침의 질문 5에서 열거된 것 또는 다우코닝 유방 삽입물용 표1, 제1부에서 열거된 것 이외의 상표 또는 명칭이 언급되어 있다.

질문5-6. **저의 유방 삽입물이 다우코닝에 의해 만들어졌음을 입증하기 위해 저의 의료 기록에서 제가 찾을 수 있는 다른 단어 또는 언급이 있습니까?**

있습니다. 귀하는 질문 5-7 및 질문 5-8에서 기술된 고유 식별수단 또는 질문 5-9에서 기술된 로트 번호 또는 카탈로그 번호를 찾을 수 있습니다.

질문5-7. **다우코닝 유방 삽입물에 대한 고유 식별수단은 무엇입니까? 이러한 식별수단은 다우코닝이 유방 삽입물을 제조했다는 수용 가능 증거입니까?**

고유 식별수단은 다우코닝 유방 삽입물에 고유한 특징 또는 특성의 목록입니다. 만약 귀하의 유방 삽입물이 제거 의사나 다른 의사 또는 적절한 전문가에 의해 제거 및 검사되었고 그 의사가 아래의 질문 5-8의 목록에 있는 유방 삽입물의 특성을 지적하는 경우, 이것은 귀하가 다우코닝 유방 삽입물을 가지고 있었다는 수용 가능 증거입니다.

질문5-8. **어떠한 고유 식별수단이 다우코닝 유방 삽입물의 수용 가능 증거입니까?**

제거된 삽입물이 제조업체 또는 상표를 확인하는 의사에 의해 검사되는 경우 다음과 같은 다우코닝 유방 삽입물의 고유 식별수단은 수용 가능한 증거로서 간주됩니다.

1. 1969년과 1973년 사이에 행해진 삽입수술 또는 제조된 삽입물의 경우, 오목한 삽입물의 상부와 볼록한 하부가 있는 후방의 Dacron 고정 패치가 있는 명확한 윤곽선 스키 슬로프 설계 삽입물. 만약 고정 패치가 삽입물로부터 분리된 경우, 타협 기관이 탄성 중합체 껍질에 내장된 Dacron 메시의 3~4개 선형 자국으로 구성된 흔적을 보여주는 삽입물의 사진을 접수하여 수용 가능한 증거로서 간주합니다.

2. 백색 Dacron 니트 메시 루프가 후방 포장재에 접착된 고정 패치가 있는 탄성 중합체 패치 표면에 봉합 또는 접착된 고정 패치가 있는 삽입물. 다음과 같은 고정 패치 구성을 가진 제품이 수용 가능합니다.

   (i) 1963년과 1965년 사이에 삽입 또는 제조된 삽입물의 경우 비내장형 Dacron 메시가 Dacron 봉합사로 봉합된 Dacron 메시 강화 실리콘 탄성 중합체 시팅으로 고정 패치가 구성된 뒤집히지 않은 돌출한 주변 봉합선을 가진 실리콘 젤 충전 삽입물의 후방 삽입물 표면의 전부 또는 거의 전부를 처리하는 단일 대형 Dacron 메시 강화 고정 패치.

   (ii) 1963년과 1969년 사이에 삽입 또는 제조된 삽입물의 경우, 4개의 Dacron 메시 강화 고정 패치로서, 이 패치들은 비내장형 Dacron 메시가 Dacron 봉합사로 봉합된 Dacron 메시 강화 실리콘 탄성 중합체 시팅으로 고정 패치가 구성된 뒤집힌 또는 뒤집히지 않은 별도의 주변봉합선을 가진 비대칭형 또는 대칭형 후방 삽입물 껍질상의 각 사분면에 하나가 있음.

(iii) 1968년과 1982년 사이에 삽입 또는 제조된 삽입물의 경우, 실제 Dacron 메시가 존재하는 또는 존재하지 않는 주름 형태의 내장형 Dacron 메시의 형태를 가진 직경이 약 22~25mm인 투명한 탄성 중합체 디스크로 구성된 내장형/주름형 설계의 후방 삽입물 껍질상의 2~5개 원형 Dacron 메시 고정 패치.

(iv) 1968년과 1976년 사이에 삽입 또는 제조된 삽입물의 경우, 삽입물 껍질상의 1개, 3개 또는 4개의 추가적 원형 고정 패치와 더불어 후방 삽입물 껍질상의 아령 모양의 Dacron® 메시 강화 고정 패치. 껍질 내 실틈에 의해 분리된 2개의 원형 껍질 구멍(크기가 다름) 또는 1개의 원형 껍질 구멍이 아령 모양의 고정 패치 안에 있다.

3. 1971년과 1975년 사이에 삽입 또는 제조된 삽입물의 경우, 삽입물 껍질 밖의 Dacron® 메시 강화된 중심을 벗어난 타원형 경주장 형태의 후방 껍질 패치. 껍질 내 실틈에 의해 분리된 2개의 원형 껍질 구멍(크기가 다름) 또는 1개의 원형 껍질 구멍이 패치 안에 있어야 합니다.

4. 원위 원형 리플렛 밸브에 부착된 근위 원형 부분으로 구성된 리플렛 밸브. 밸브의 근위 부분과 원위 부분의 접합부분도 또한 원형(플레어 모양)이어야 합니다. (이 식별수단은 1979년과 1984년 사이에 삽입 또는 제조된 염류 삽입물과 1981년과 1992년 사이에 삽입된 젤/염류에 적용됩니다.)

5. 다음들 중 하나를 후방에 새겨진 로고로서 포함하는 삽입물
(이중 루멘 삽입물의 경우 그러한 표시는 내부 루멘 패치에만 존재합니다):

(i) DOW CORNING (1978년~1992년)

(ii) SILASTIC II (1981년~1992년)

(iii) DOW CORNING WRIGHT (1989년~1992년).

6. a) 맨드렐 코드와 b) 지정 번호가 삽입물 포장재의 패치의 중앙 또는 인근의 후방에 새겨져 있는 삽입물. 이 껍질 표시는 3개 또는 4개의 거의 2mm 높이의 숫자가 인접하여 늘어선 거의 4mm 높이의 단일 문자 또는 1개 또는 2개의 숫자로 구성됩니다. 이중 루멘 삽입물의 경우 그러한 표시는 두 껍질상에 있을 것입니다. 다음과 같은 맨드렐 코드와 지정 번호가 수용 가능합니다.

(i) 맨드렐 코드 (번호 1~16, 20, 30, 40, 50, 60 또는 단일 대문자 A~R (1969년 ~ 1992년); 그리고

(ii) 3자리 또는 드물게는 4자리 수의 맨드렐 지정 번호 문자가 1/16 인치와 5/64 인치 사이이고 높이 1.5mm ~ 2.0mm인 3자리 (1974년 ~ 1992년).

7. 삽입물의 장축과 더불어 정렬된 길이 1.7인치 방향 바(윤곽선 모양의 삽입물의 껍질 후방에 영구적으로 접착된 탄성 중합체의 선형 높인 조각)가 있는 삽입물 (1975년 ~ 1986년).

8. 표면이 작은 미세 지주로 덮인 삽입물(SILASTIC® MSI) (1989년 ~ 1992년).

질문5-9. 질문 5-6에서 언급된 다우코닝의 로트 번호 및 카탈로그 번호는 무엇입니까?

삽입 카탈로그 번호는 판매용 소책자와 기타 소책자에서 수록되어 있습니다. 일반적으로 각 번호는 특정 삽입물의 모델과 크기를 표시합니다. 고객들(의원, 진료소 및 병원)은 삽입물을 주문할 때 이 번호를 이용합니다. 로트 번호는 원 제조 기록을 원활하게 추적해 볼 수 있도록 합니다. 다우코닝이 판매한 모든 의료장비에는 반드시 로트 번호와 카탈로그 번호가 포함되어 있습니다. 보통 이 번호가 환자의 삽입 수술용 의료 기록에 기록됩니다. 로트 번호와 카탈로그 번호를 조합하면 특정 제품의 크기와 구성을 독특하게 일괄적으로 표시할 수 있습니다. 귀하의 의료 기록의 번호가 다우코닝이나 다른 제조업체용의 것과 부합하는지를 알아 보려면 수신자 요금부담 전화 **1-866-874-6099**로 연락하여 보상청구 지원 프로그램에 대해 문의하십시오.

질문5-10. 관리번호란 무엇입니까?

다우코닝이 판매한 삽입물은 카탈로그 번호와 로트 번호가 부착되어 있습니다. 다우코닝은 삽입물에 관리번호를 할당하지 않았습니다. 그러나 자체 재고관리 시스템의 일환으로 일부 병원, 진료소 및 의원이 삽입물 수령시 각 삽입물에 고유 관리번호를 할당했을 수 있습니다. 당시의 재고관리 양식에 삽입물 명세(예를 들면, 제조업체, 상표, 카탈로그 번호 및 로트 번호) 및 삽입물 수령 환자의 성명과 함께 이러한 관리번호가 기록되어 있을 수도 있습니다.

질문5-11. 어떠한 의료 기록과 서류가 제조업체의 증거로서 수용이 불가능합니까?

다우코닝 유방 삽입물의 수용 불가능 증거의 예는 다음 사항을 포함합니다.

1. 귀하의 유방 삽입물의 상표명 또는 제조업체에 관한 귀하 자신의 기억(또는 친구나 친척의 기억.

2. 국제 삽입물 등록소의 기록.

3. 고유 식별수단의 목록에 없는 식별수단이 식별의 토대이거나, 의사가 고유하다고 가정되는 특성을 명시하지 못하거나, 또는 의사가 단지 자신의 경험만을 토대로 하여 유방 삽입물이 특정 제조업체에 의해 만들어졌다는 견해를 피력하는 경우, 제거 수술중 또는 수술 이후 귀하의 유방 삽입물을 검사한 의사의 확인 보고서.

4. 제조업체 증거 양식 지침에 수록된 수용 가능 증거를 제공하려고 시도하지만 "만약 제가 정확히기억한다면" 또는 "제가 기억할 수 있는 최선에서"와 같은 표현에 의해 특정 환자에게 사용된 삽입물의 유형에 관한 긍정 진술을 제한하는 삽입수술 의사에 의한 비단정적 진술 소정의 기간 동안 삽입 수술 관례에 관한 전형적 또는 일반적 관행을 기술하는 의료 요원의 진술은 수용 불가능한 증거입니다. (예를 들면, "저희는 대개 다우코닝 삽입물을 사용했습니다"라는 간호사의 진술은 수용 불가능한 증거입니다.)

5. 수록된 수용 가능 증거를 제공하려고 시도하는 특정 유형 또는 상표의 삽입물을 수령한 사람으로 귀하를 지명하지 않는 제조업체 증거 양식 지침에 귀하의 삽입 수술 의사의 비단정적 진술은 수용 불가능한 증거로서 취급됩니다.

6. 의사가 사용하려고 계획한 삽입물의 상표 또는 제조업체를 표시하는 기록으로 (또는 삽입 수술과 관련된 기록에서) 삽입 수술 의사의 확인이 없는 해당 유형의 삽입물을 실제로 사용했다는 기록.

질문5-12. 제조업체의 증거용으로 어떠한 유형의 문제 또는 결격 사항이 있습니까?

다른 방법이라면 수용이 가능할 수 있는 여러 가지 사소한 결격 사항들이 증거에 나타날 수 있습니다. 이러한 사소한 결격 사항에는 다음이 포함됩니다.

1. 다른 방법이라면 수용이 가능할 수 있는 여러 가지 사소한 결격 사항들이 증거에 나타날 수 있습니다. 이러한 사소한 결격 사항에는 다음이 포함됩니다.

2. 제조업체 증거 양식 지침에 진술된 수용 가능한 증거를 위한 의료 기록 공증본을 제출하지 않았습니다.

3. 삽입수술 의사가 확인 진술을 제출했지만 귀하가 특정 상표의 삽입물을 수령했다고 믿는 의사의결론의 근거를 제공하지 않았습니다. 의사는 귀하가 특정 상표의 삽입물을 수령했다고 의사가 믿고 있는 사유를 설명하는 진술을 작성해야 합니다.

4. 의료 기록을 제출했지만, 이러한 기록이 귀하와 관련되어 있음을 나타내는 기록 자체에 대한 확인이 가능하지 않습니다. 의료 기록이 귀하의 것임을 확인하는 삽입수술 의사의 의원이나 병원으로부터의 의료 기록 공증본을 확보해야 할 필요가 있습니다.

5. 타협 기관은 귀하가 제출한 진술이나 증거가 치료 시설 또는 의료진의 의사 또는 그 일원의 것이라는 확인을 필요로 합니다.

6. 귀하가 제출한 증거가 귀하가 수령한 삽입물의 상표와 상충되는 증거를 가집니다. 예를 들어, 수술 보고서에 기록된 상표와 다른 상표의 라벨을 귀하가 제출했고, 이들 증거 유형이 모두 동일한수술을 지칭하고 있습니다.

7. 귀하가 독특한 식별수단 중 하나를 입증하는 유방 삽입물 사진을 제출했지만 제거 의사가 사진의 삽입물을 귀하에게서 제거한 것으로서 확인하는 진술을 제공하지 않았습니다. 귀하는 의사로부터의 이러한 진술을 확보해야 할 필요가 있습니다.

질문5-13. 의료 기록에 대한"공증본"이란 무엇입니까?

공증본이란 증명이 첨부된 의료 기록의 사본으로서, 해당 의원이나 시설의 기록 보관자의 서명이 있어, 첨부된 서류가 특정 환자의 파일에 있는 기록과 다름 없는 정확한 사본임을 확인해 줍니다.

질문5-14. 삽입물 패키지 라벨이란 무엇입니까? 제가 그것을 어떻게 알 수 있습니까?

삽입물 패키지 라벨이란 유방 삽입물에 대한 사전 인쇄된 정보를 포함하도록 제조업체에서 만든 라벨입니다. 이 라벨에는 거의 항상 제조업체의 이름, 유방 삽입물 유형(예를 들면, 염류), 카탈로그 번호 및 로트 번호가 포함됩니다. 의사들은 삽입 수술 후에 이러한 삽입물 라벨을 환자의 기록에 넣어 두는 것이 보통입니다.

질문5-15. Cronin이 무엇을 가리킵니까? 유방 삽입물의 이름입니까?

"Cronin"은 유방 삽입물의 이름이 아니라, 다우코닝과 함께 실리콘 젤 유방 삽입물을 개발한 텍사스 주휴스턴에 있는 성형외과 의사 Thomas Cronin 박사의 이름입니다. 그 결과로, 1972년 이전의 의료 기록에서 유방 삽입물은 보통"Cronin 삽입물"이라 불렀습니다. 다우코닝은 1963년에서 1971년 동안에 사용되었을 경우 다우코닝 유방 삽입물에 대한 수용 가능한 증거로서"Cronin" 명칭을 타협의 목적에서만 허용하기로 합의하였습니다.

질문5-16. 제가 다우코닝의 유방 삽입물을 갖고 있다고 저의 의사가 저(또는 저의 친척이나 친구)에게 말한 것을 기억합니다. 그것을 수용 가능한 증거로서 의존할 수 있습니까?

없습니다.

질문5-17. 저의 의료 기록을 확보할 수 없는 경우에는 어떻게 합니까? (해당 의사가 사망했거나, 기록이 폐기 또는 유실되었거나, 의사가 저에게 기록을 주지 않으려고 하는 경우) 어떠한 방법이 있습니까?

귀하의 삽입 수술 의사를 찾을 수 없거나 의사의 진료시설이 귀하의 기록을 더 이상 보존하고 있지 않을 경우, 귀하는 다우코닝 유방 삽입물로 삽입 수술을 받았다는 점을 맹세 하에 진술하며 이러한 결론에 대한 근거를 진술하는 서신을 작성할 수 있는 해당 의원의 담당 책임자(간호사, 기록 또는 기록 담당자, 또는 다른 의사 등)의 이름을 명시할 수 있습니다.

귀하가 이러한 서신을 작성할 적임자를 찾을 수 없을 경우, 다른 방식들로 귀하의 유방 삽입물을 만든 사람을 입증할 수도 있습니다. 도움이 필요하시면 수신자 요금부담 전화 1-866-874-6099로 연락하여 보상청구 지원 프로그램에 대해 문의하시거나, 의문사항을 타협 기관에 이메일 info@sfdct.com로 보내주시기 바랍니다.

질문5-18. 제조업체 서류에 대한 저의 증거가 위의 규칙으로 처리되지 않습니다. 그렇더라도 제출할 수 있습니까?

비록 증거가 기존의 규칙으로서 해결되지 못하는 유형이라 하더라도, 귀하가 수령한 삽입물의 종류를 신뢰성 있게 결정할 수 있을 경우 증거로서 제출될 수 있습니다. 그런 다음, 타협 기관이 귀하의 상황을 처리하기 위해 새로운 규칙이 적용되었는지, 또는 다우코닝이 보상청구 지원 프로그램을 통해 설정한 신뢰성 척도를 통해 귀하의 증거 유형을 수용하기로 결정했는지 여부를 귀하에게 조언해 줄 것입니다.

질문5-19. 저의 변호사가 저의 의료 기록을 확보하기 위해 의사가 기울인 노력을 설명하는 진술을 작성할 수 있습니까?

있습니다.

질문5-20. 다우코닝 이외의 회사가 만든 유방 삽입물에 대한 정보는 어디에서 찾을 수 있습니까?

다른 회사가 만든 유방 삽입물에 대한 수용 가능 상표 이름의 목록은 표 1, 제 3부에 수록되어 있습니다. 타사 유방 삽입물에 대한 카탈로그, 일련 번호 및 로트 번호에 대해서는 수신자 요금부담 전화 1-866-874-6099로 연락하여 보상청구 지원 프로그램에 대해 문의하시거나, 의문사항을 타협 기관에 이메일 info@sfdct.com로 보내 주시기 바랍니다.

질문5-21. 개정된 타협 프로그램(RSP) 또는 국외 타협 프로그램(FSP)에서, 저의 다우코닝 증거는 1975년에 삽입된"Cronin" 유방 삽입물에 대한 언급으로서 이루어져 있습니다. 그 결과로서, 저의 개정된 타협 프로그램 질병 지불액은 50% 삭감되었습니다. 이것이 현재는 수용 불가능한 증거이므로(Cronin에 대한 언급이 1971년 12월 31일 이후였기 때문), 저는 어떻게 해야 합니까?

제조업체 증거 양식 지침으로 질문 3에 기술된 의료 기록이나 서류를 제출할 수 없는 경우, 귀하의 질병 지불액의 나머지 50%를 회복할 수 없습니다.

질문5-22. 저의 전체 유방 삽입물 기록에 대한 정보를 제공해야 합니까, 아니면 저의 다우코닝 유방 삽입물에 대한 증거만을 제출해도 무방합니까?

제조업체 증거 양식에 질문 3의 유방 삽입수술 내용을 완전히 기재하고 이러한 삽입물과 관련한 의료 기록을 제출해야 합니다.

질문5-23. 제가 Bristol, Baxter 또는 3M의 실리콘 젤 유방 삽입물도 또한 가지고 있다는 것을 제조업체 증거로서 제출해야 하는 이유는 무엇입니까?

타협 기관에서 이러한 정보를 필요로 합니다. Bristol, Baxter 또는 3M으로부터의 또 다른 실리콘 젤 유방 삽입물을 가지고 있을 경우, 귀하의 질병 지급금은 50% 삭감될 것입니다. 또한 Bristol, Baxter 또는 3M 유방 삽입물에 대한 개정된 타협 프로그램(RSP) 또는 국외 타협 프로그램(FSP)의 혜택에도 적용될 수 있습니다.

제 6 절 - 미화 1,750 달러 제거 지급금

A 부 - 미화 1,750 달러 제거 지급금/3,000 달러 증액된 제거 지급금

질문6-1. 미화 1,750 달러 제거 지급금이란 무엇입니까?

미화 1,750 달러 제거 지급금은 귀하의 다우코닝 유방 삽입물의 제거를 위한 것입니다. 요건에 해당되려면 귀하의 다우코닝 유방 삽입물은 1990년 12월 31일 이후, 그리고 "유효일"로부터 10년 또는 그 이전에 제거되어야 합니다. ("유효일" 대한 자세한 내용은 질문 9-5를 읽어 보십시오.)

질문6-2. 미화 3,000 달러 증액된 제거 지급금이란 무엇입니까?

미화 3,000 달러 증액된 제거 지급금은 귀하의 다우코닝 유방 삽입물의 제거를 위한 것입니다. 요건에 해당되려면 귀하의 다우코닝 유방 삽입물은 1990년 12월 31일 이후, 그리고 "유효일"로부터 10년 또는 그 이전에 제거되어야 합니다("유효일"에 대한 자세한 내용은 질문 9-5를 읽어 보십시오.). 미화 3,000달러의 증액된 제거 지급금을 수령하려면 귀하는 파열된 다우코닝 유방 삽입물에 대한 미화 1,750 달러의 프리미엄 지급금을 포기해야 합니다.

질문6-3. 미화 1,750 달러의 제거 지급금에 대한 자격을 인정 받으려면 어떠한 서류를 제출할 필요가 있습니까?

질문 3의 미화 1,750 달러 제거 지급금 보상청구 양식 지침을 읽어 보십시오.

질문6-4. **저의 다우코닝 유방 삽입물을 제거할 계획입니다(또는 이미 제거했습니다). 저의 제거 지급금 양식과 함께 삽입물을 귀하에게 보내야 합니까?**

아닙니다. 명시적으로 삽입물을 보내도록 요청하는 경우가 아닌 한 타협 기관으로 삽입물을 보내지 않습니다. 유효일 이후에 제거되었을 경우에는 유방 삽입물을 귀하(또는 귀하의 변호사)가 소유할 수 있도록 하기 위한 최대한의 노력을 기울여야 합니다.

질문6-5. **제가 제거, 그리고 파열 같은 기타 타협 혜택에 대한 지급금을 수령할 수 있습니까?**

있습니다. 귀하가 각 타협 혜택에 대한 시한까지 또는 그 이전에 필요한 증거를 제출하는 것으로 가정하면 귀하는 또한 파열 및 조기 유리 또는 질병에 대해서도 지급금을 수령할 수 있습니다.

질문6-6. **미화 1,750 달러 제거 지급금(또는 미화 3,000 달러 증액된 제거 지급금)이 복원 비용을 포함합니까?**

아닙니다. 귀하의 실제 삽입물 제거 또는 복원 비용과 관계 없이 미화 1,750 달러(또는 귀하가 증액된 제거 지급금을 선택하는 경우 미화 3,000 달러)입니다.

질문6-7. **제가 삽입물을 제거하는데 대한 의학적 사유가 있어야 합니까?**

아닙니다. 타협 기관은 귀하가 유방 삽입물을 제거하기로 결정한 사유에 대해 묻지 않을 것입니다.

질문6-8. **저는 1990년 12월 31일 이후에 두 세트의 다우코닝 유방 삽입물을 제거했습니다. 각각의 수술마다 미화 1,750 달러(또는 미화 3,000 달러)를 수령할 수 있습니까?**

없습니다. 제거 지급금 또는 증액된 제거 지급금은 귀하가 받은 해당 제거 수술의 횟수에 관계 없이 1회만 지급됩니다.

질문6-9. **Mentor 또는 Cox-Uphoff에 의해 삽입된 유방 삽입물 등의 기타 유방 삽입물의 제거는 제거 지급금 또는 증액된 제거 지급금으로 처리됩니까?**

아닙니다. 제거 지급금 또는 증액된 제거 지급금은 다우코닝의 유방 삽입물의 제거에 대해서만 이용이 가능합니다.

질문6-10. **미화 1,750 달러 제거 지급금에 대한 삭감이 있습니까?**

없습니다.

질문6-11. **저의 삽입물 제거 수술비는 미화 8,000 달러입니다. 제가 미화 1,750 달러 또는 미화 3,000 달러 이상의 지급금을 회수할 수 있습니까?**

없습니다, 제거 지급금 또는 증액된 제거 지급금은 귀하의 실제 수술비에 관계 없이 증액 또는 감액되지 않습니다.

질문6-12. 저의 삽입물 제거 수술비는 미화 3,000 달러입니다. 제의 제거 지급금은 미화 1,750 달러가 됩니까, 아니면 미화 3,000 달러가 됩니까?

제거 지급금은 귀하가 증액된 제거 지급금을 선택하지 않았다면 미화 1,750 달러가 될 것입니다.

질문6-13. 저는 두 세트의 유방 삽입물을 가졌습니다. 첫번째 유방 삽입물은 Silastic (다우코닝 실리콘 젤)이었고, 1989년 파열되어 제거했습니다. 저는 아직도 2003년 2월에 제거될 두번째 세트의 유방 삽입물을 갖고 있습니다. 그러나, 저는 이들을 다우코닝이 만들었다는 것을 입증할 수용 가능한 증거를 가지고 있지 않습니다. 제가 가진 제조업체에 대한 유일한 증거가 세트 A에 대한 것일 경우, 제가 세트 A에 대해 파열 보상청구를, 그리고 세트 B에 대해 제거 보상청구를 신청할 수 있습니까?

없습니다. 귀하가 타협 혜택을 원하는 다우코닝 유방 삽입물의 각 세트마다 제조업체의 수용 가능한 증거를 제출해야 합니다. 현재 상황에서, 귀하는 양 세트의 유방 삽입물에 대해 타협을 원하고 있으므로 양세트 삽입물 모두에 대해 제조업체의 수용 가능한 증거를 확보해야 합니다.

질문6-14. 저의 다우코닝 유방 삽입물은 1987년에 제거되었습니다. 제가 미화 3,000 달러의 제거 지급금을 받을 자격이 있습니까?

없습니다. 이러한 자격에 해당하기 위해서는, 귀하의 다우코닝 유방 삽입물은 1990년 12월 31일 이후에 제거되었어야 합니다.

B 부 - 제거 지원 프로그램

질문6-15. 저는 삽입물 제거 수술을 할 경제적 여유가 없습니다. 다우코닝 유방 삽입물을 제거하는데 이용할 수 있는 금융지원 제도가 있습니까?

그렇습니다. 귀하의 유방 삽입물이 다우코닝에 의해 만들어졌음을 입증하는 제조업체 증거 양식(파란색테두리)과 의료 기록 또는 서류를 제출하고 제거 지급금 보상청구 양식(노란색 테두리)의 Box 2C에 체크표시를 하십시오. 제거 지원 프로그램에 대한 정보를 발송해 드릴 것입니다.

질문6-16. 제거 지원 프로그램 이용 자격을 얻으려면 제가 삽입물 제거 수술을 받을 여유가 없음을 입증해야 합니까?

아닙니다.

질문6-17. 제거 지원 프로그램에서 저의 수술비를 모두 부담합니까?

아닙니다. 제거 지원 프로그램은 질문 2의 미화 1,750 달러의 제거 지급금 보상청구 양식 지침의 기준에 따라 귀하의 다우코닝 유방 삽입물의 제거에 대해 미화 1,750 달러(또는 증액된 제거 지급금을 선택하는 경우는 미화 3,000 달러)를 지불할 것입니다.

질문6-18. **제거 지원 프로그램에 따라 의사에게 지불한 비용이 미화 1,000 달러이면, 미화 1,750 달러의 제거 지급금 중 나머지 미화 750 달러를 지불받게 됩니까?**

그렇습니다. 실제 수술비와 미화 1,750 달러의 제거 지급금 사이의 차액은 귀하에게 지불됩니다.

질문6-19. **저의 유방 삽입물은 1994년에 제거되었지만 수술비를 저의 성형외과 의사에게 지불하지 않았습니다. 의사는 저의 승소시에 지불 받기로 합의했습니다. 타협 기관이 저를 대신해 의사에게 직접 지불하도록 할 수 있습니까?**

없습니다. 타협 기관은 귀하가 삽입물을 이미 제거했을 경우 제거 지원 프로그램에 따라 귀하의 의사에게 직접 지불을 하지 않을 것입니다. 이러한 상황에서 귀하의 성형외과 의사에게 지불하는 것은 귀하의 책임 입니다.

질문6-20. **제가 제거 지원 프로그램에 참여한다면, 파열 등과 같은 추가적인 보상청구를 입증하기 위한 저의 의료 기록을 진료소로부터 어떻게 확보해야 합니까?**

저희는 귀하의 다우코닝 유방 삽입물이 제거될 때 귀하의 의료 기록을 저희에게 보내 주도록 준비를 할 것입니다. 또한 귀하의 의료 기록을 검토하여 귀하가 미화 8,750 달러의 파열 지급금 수령 자격이 있는 지도 입증할 것입니다.

제 7 절 - 미화 8.750 달러 제거 지급금

A 부 - 파열 지급금에 대한 기준 및 마감시간

질문7-1. **미화 8.750 달러 파열 지급금이란 무엇입니까?**

귀하의 다우코닝 실리콘 젤 유방 삽입물이 질문 4의 파열 지급금 보상청구 양식 지침에 정의된 것과 같이 제거되고 파열된 경우, 귀하는 미화 8,750 달러의 파열 지급금(7,000 달러의 기본 지급금 및 1,750 달러의 프리미엄 지급금)을 수령할 것입니다.

질문7-2. **파열의 정의는 무엇입니까?**

질문 4의 미화 8.750 달러 파열 지급금 보상청구 양식 지침을 읽어 보십시오.

질문7-3. **미화 8,750 달러 파열 지급금 수령 자격을 얻으려면 제가 제출해야 하는 것은 무엇입니까?**

질문 3의 미화 8.750 달러 파열 지급금 보상청구 양식 지침을 읽어 보십시오.

질문7-4. **어떠한 유형의 파열 증거가 분명하게 수용이 불가능합니까?**

수용이 불가능한 파열 증거는 다음과 같은 여러 유형이 있습니다.

1. 기억하는 의료 담당자의 비단정적인 진술로서 귀하의 유방 삽입물이 제거 시 파열된 것으로 진술 또는 귀하의(또는 친지의) 유사한 진술;

2. 파열된 유방 삽입물이 외과적으로 제거되었음을 입증하지 못하는 증거 제거;

3. 유방 삽입물이 제거 수술 이전에는 온전했지만 제거 수술 동안 파열되었음을 명백하게 입증하는 증거;

4. 정의된 것과 같은 파열이 없음을 입증하는 증거(젤 유출만을 입증하는 증거 포함 젤 유출만을);

5. 이중 루멘 유방 삽입물의 염류 부분만이 파열되고 젤 부분은 온전하게 남겨져 있음을 입증하는 증거;

6. 1992년 1월 1일 이후 제거된 경우, 당시의 수술 보고서 없이 병리 보고서만 있는 경우.

질문7-5. 파열 증거에 대한 어떠한 유형의 문제나 결격 사항이 있습니까?

파열 증거에 대한 다음과 같은 사소한 결격 사항의 예가 있습니다:

1. 귀하의 다우코닝 유방 삽입물이 유효일 이전에 제거되었을 경우, 귀하가 파열된 삽입물의 보유 여부를 진술하지 않으면 사소한 결격 사항에 해당합니다. 귀하가 그러한 삽입물을 보유하고 있을 경우, 귀하는 질문 3의 파열 지급금 보상청구 양식에 보관자의 이름과 주소를 제시해야 합니다. 귀하가 제거된 유방 삽입물을 아직도 가지고 있는지 여부를 진술하는 타협 기관에 대한 주석을 기록하고 그러할 경우 이를 보유한 사람의 이름과 주소를 제공함으로써 이러한 결격 사항을 바로 잡을 수 있습니다.

2. 파열된 삽입물이 유효일 이후에 제거되었을 경우 필요 진술서를 타협 기관에 제공하지 않으면 사소한 결격 사항에 해당합니다. 제거수술 의사의 의견으로 파열이 제거 과정 동안 또는 그 이후에 발생하지 않았음을 확인하고 그러한 의견에 대한 사실적 근거를 제공하는 제거 수술 의사(또는 병원 병리학자, 제거 수술을 보조한 의사 또는 제거된 삽입물을 검사했던 다른 의사)로부터 귀하의 제거수술 의사 또는 기타 해당자로부터 이러한 진술을 얻어냄으로써 이러한 결격 사항을 바로 잡을 수 있습니다.

3. 1992년 1월 1일 이후 제거되었지만 병리 보고서를 제출하지 않았거나 병리 보고서가 이용 불가능함을 표시하지 않았을 경우, 사소한 결격 사항에 해당하며, 보고서나 필요한 진술서를 제출하면 해결될 수 있습니다.

4. 파열 지급금 보상청구 양식(녹색 테두리)을 제출하지 않았을 경우 파열을 예시하는 지원 서류를 적절한 시기에 제출했지만).

질문7-6. 파열 보상청구에 대한 복수 제조업체 삭감은 어떻게 됩니까?

파열 보상청구에 대한 복수 제조업체 삭감은 미화 8,750 달러 파열 지급금에 대해 50%까지를 삭감합니다. 삭감이 적용되려면 다음의 모든 항목이 제시되어야 합니다:

1. 귀하가 Bristol, Baxter 또는 3M 하나 이상의 실리콘 젤 유방 삽입물을 가진 사실(실리콘 물질권리 청구인에 대한 참조 정보 및 Bristol, Baxter 및 3M의 상표명 목록에 대해서는 표 1, 제 3부 참조)으로부터의; 그리고

2. 귀하의 실리콘 젤 Bristol, Baxter 또는 3M 유방 삽입물이 파열된 사실; 그리고

3. 개정된 타협 프로그램에서 MDL 보상청구 사무소에 의해 귀하가"현재 청구인"으로서 분류된 사실; 그리고

4. 개정된 타협 프로그램에서 귀하의"현재 질병 보상청구"가 승인된 사실; 그리고

5. 개정된 타협 프로그램에서 귀하의"파열 보완"이 승인되어 지불된 사실; 그리고

6. 귀하가 개정된 타협 프로그램에서 탈퇴하지 않은 사실; 그리고

7. 타협 기관에서 귀하의 다우코닝 실리콘 젤 유방 삽입물에 대한 귀하의 파열 지급금 보상청구가 승인된 사실.

질문7-7. 제가 미화 8,750 달러의 파열 지급금을 수령하는 경우, 다른 타협 혜택들에 대한 지급금도 역시 수령할 수 있습니까?

있습니다. 귀하가 각 타협 혜택의 자격요건에 해당하고 마감 시간을 충족하면 귀하는 삽입 및 조기 유리 또는 질병에 대한 지급금을 수령할 수 있습니다.

질문7-8. 저의 파열 보상청구를 승인 받으려면 저의 수술 보고서에 "파열" 이라는 용어를 사용해야 합니까?

아닙니다. 파열 보상청구는 의사가 파열된 유방 삽입물을 기술하기 위해 다른 용어를 사용했거나 사용하게 될 것이라는 점을 감안하여 처리됩니다. 관련 기록에서 단순히 사용하지 않기 때문에 "파열" 이라는 용어가 파열 보상청구를 거부하는 근거는 아닙니다. 귀하의 의료 기록에는 질문 4 미화 8,750 달러 파열 지급금 보상청구 양식 지침에 규정된 "파열"의 정의를 충족하는 방식으로 파열을 기술해야 합니다.

질문7-9. 저의 파열된 다우코닝 실리콘 젤 유방 삽입물을 제거한 후 교체용 실리콘 젤 유방 삽입물을 넣었을 경우, 이로 인해 미화 8,750 달러 파열 지급금 수령 자격을 상실하게 됩니까?

아닙니다.

질문7-10. 저는 유효일 이후에 저의 다우코닝 유방 삽입물을 제거하기로 계획하고 있습니다. 질문 3C의 파열 지급금 보상청구 양식 지침에는 제가 파열과 관련하여 삽입 수술 의사로부터의 진술을 제출해야 한다고 명시되어 있습니다. 귀하가 필요로 하는 정보는 무엇입니까?

삽입 수술 의사로부터의 진술은 삽입물 제거 수술 동안 파열이 발생하지 않았음을 확인하고 삽입물이 파열되었다는 의사의 의견에 대한 사실적 근거를 제공해야 합니다. 탄성중합체 포장재의 파괴 특성에 대한 기술 및 "생체 캡슐 외부에서의 실리콘 육아종 형성"의 관점 등의 진술이 수용 가능해야 합니다.

질문7-11. **미화 8,750 달러 파열 지급금을 수령하려면 저의 다우코닝 유방 삽입물이 제거되어야 합니까?**

그렇습니다. 아래 질문 7-21에서 설명하는 "의학적 금기 예외"라 부르는 매우 근소한 에에 해당하는 경우를 제외하면 그렇습니다.

질문7-12. **저의 다우코닝 유방 삽입물 모두에는 파열이 있습니다. 파열된 각 유방 삽입물에 대해 파열 지급금을 수령할 수 있습니까?**

없습니다.

질문7-13. **저는 두개의 삽입물을 가지고 있는데, 하나는 무명의 것이고 다른 하나는 다우코닝 유방 삽입물입니다. 제가 무명의 삽입물의 파열에 대해 지급금을 회복할 수 있습니까?**

없습니다. 파열 지급금은 다우코닝 실리콘 젤 유방 삽입물의 파열에 대해서만 이용이 가능합니다.

질문7-14. **Mentor 또는 Cox-Uphoff 등의 타사(다우코닝이 아닌)로부터의 파열된 실리콘 젤 유방 삽입물은 파열 지급금에 적용되지 않습니까?**

적용되지 않습니다.

질문7-15. **저의 다우코닝 실리콘 젤 유방 삽입물은 1972년에 파열되었습니다. 제가 미화 8,750 달러 파열 지급금의 수령 자격이 있습니까?**

그렇습니다.

질문7-16. **저의 다우코닝 유방 삽입물의 파열 여부를 파악하기 위해 유방 삽입물을 제거할 수 있는 여유가 없습니다. 어떠한 방법이 있습니까?**

귀하의 다우코닝 유방 삽입물의 제거를 지원하기 위해 상기 질문 6-15에 기술된 제거 지원 프로그램을 이용할 수 있습니다.

질문7-17. **현재 제가 질병 보상청구를 신청하지 않았더라도 파열 보상청구를 할 수 있습니까?**

그렇습니다. 질병 보상청구를 신청하지 않고도 파열 보상청구를 할 수 있습니다.

질문7-18. **저는 유방 삽입물을 제거했지만 이를 제거한 의사가 파열 날짜와 관련한 자신의 의견을 제시하고 파열이 발생했다는 자신의 의견에 대한 근거를 제시하는 보충 기록을 작성하기를 거부합니다. 다른 의사가 제거된 유방 삽입물을 검사하고 보충 진술을 제출할 수 있습니까?**

그렇습니다, 귀하의 삽입 수술 의사가 진술의 작성을 거부하는 경우, 제거된 유방 삽입물을 검사한 다른 의사의 진술을 제출할 수 있습니다.

질문7-19. 저는 1994년에 삽입물을 제거했지만 이들을 보관하고 있지 않습니다. 이것이 제가 미화 8,750 달러 파열 지급금을 수령하는데 부적격 사유가 됩니까?

아닙니다.

질문7-20. 저는 2000년에 유방 삽입물을 제거했고 저의 의사에게 이들을 보관하도록 요청했습니다. 그렇지만 의사는 폐기 했습니다. 이것이 제가 미화 8,750 달러 파열 지급금을 수령하는데 부적격 사유가 됩니까?

아닙니다, 귀하는 여전히 수령 자격이 있습니다. 파열 지급금 보상청구 양식에 발생된 상황에 대해 간단하게 진술하십시오.

B 부 - 미화 8,750 달러 파열 지급금에 대한 의학적 금기 예외

질문7-21. "의학적 금기 예외란 무엇입니까?"

귀하의 파열된 다우코닝 실리콘 젤 유방 삽입물의 제거를 방해하는 심각한 만성 의학 상태일 경우에만 적용하는 것을 목적으로 하는 매우 근소한 예외 조건을 말합니다. 이러한 예외 조건에서는 귀하가 아래에 수록된 모든 기준을 충족하는 경우 귀하의 유방 삽입물의 제거 없이도 미화 8,750 달러 파열 지급금을 수령할 수 있습니다:

1. 다우코닝 실리콘 유방 삽입물 제조업체의 수용 가능한 증거가 있어야 합니다. 이러한 증거는 질문 5-8에서 정의한 고유 식별수단으로는 충분치 못합니다; 그리고

2. 귀하의 파열된 실리콘 젤 다우코닝 실리콘 유방 삽입물의 수술적 제거를 불가능하게 하는 귀하의 심각한 만성 의학 상태를 기술하는 기준이 되는 의료 서류와 더불어 의사가 작성한 진술 및 진단 기록을 가지고 있어야 합니다; 그리고

3. 의료 기록에는 보상청구 행정관이 상태와 진단 결과의 심각성에 대한 판정을 내릴 수 있도록 하는 객관적 소견이 포함되어야 합니다; 그리고

4. 적격 의료시설에서 촬영하고 적격 방사선사를 통해 판독한 MRI가 있어야 합니다. MRI는 전용 유방 코일을 사용하고, 필요 시 고속 회전 에코(fast spin echo) 기법 또는 이러한 용도에 적합한 동등한 기법을 사용하여 실리콘 선택 순서 및 물 억제 순서를 적용하여 촬영되는 고해상도의 적절한 MRI여야 합니다; 그리고

5. MRI가 명확한 파열의 증거를 입증해야 합니다(유방 삽입물의 실리콘 젤 부분을 감싸고 있는 실리콘 포장재의 찢김이나 문제). 이러한 입증은 정확한 링귀니(linguini) 표시나 이중 링귀니 표시(이중 루멘-타입 삽입물의 양 포장재의 링귀니), 또는"C" 표시("이중 링귀니"와 "C" 표시는 "유방 삽입물 및 연질 실리콘에 대한 자기공명 조사", 자기 공명 영상 항목, 9(2):92-137 (1998)에 정의)가 확인되어야 하고, 이와 함께 실리콘 젤을 감싸고 있는 포장재 외부에서 실리콘의 존재가 감지되어야 합니다(이 자료의 사본은 www.dcsettlement.com에서 이용하시거나 타협 기관 수신자 요금부담 전화 1-866-874-6099으로 문의하시기 바랍니다); 그리고

6. MRI의 파열 발견 시, 그리고 귀하의 파열 보상청구 제출 시 심각한 만성 의학 상태가 나타나야 합니다.

귀하가 상기의 모든 기준을 충족하는 경우, 보상청구 행정관이 유방 삽입물의 제거에 필요한 수술이 아래에서 정의한 것과 같이"의학적으로 금기"라고 귀하의 의학적 상태를 판정해야 합니다.

질문7-22. "의학적으로 금기(Medically Contraindicated)"라는 말은 무엇을 의미합니까?

의학적으로 금기란 귀하의 유방 삽입물의 제거가 합리적인 의학적 판단의 관례에서 중대한 합병증을 초래하거나 귀하의 의학적 상태에 대한 심각한 부작용을 초래할 가능성이 있음을 의미합니다.

질문7-23. 의학적 금기 예외에서의 소견에 대한 근거가 될 수 있는 심각한 만성 의학 상태는 무엇입니까?

적절한 서류와 기준이 모두 제시되는 경우 의학적 금기 예외에 따른 보상청구를 지원할 수 있는 심각한 만성 의학 상태의 예는 아래와 같습니다. 적절한 서류와 기준이 모두 제시되는 경우 의학적 금기 예외에 따른 보상청구를 지원할 수 있는 심각한 만성 의학 상태의 예는 아래와 같습니다.

1. 심각한 심장 상태 – 적기 파열 보상청구를 위해 필요한 제거 수술 시기에 앞서 6개월 이내에 귀하가 심근 경색을 앓은 경우.

2. 폐 상태 – 전신성 경화증, 전신성 낭창, 다발성 근염 또는 피부 근염과의 폐 관련 등, 심각한 폐 손상이 있는 경우, 이러한 손상은 심각하게 비정상적인 확산 용량(예를 들면, 예측치의 30% 미만의 확산 용량)을 초래합니다.

3. 신장 상태 – 귀하가 경피증 신장 위기의 병력이 있거나, 적절한 소변 채취로 측정한 결과 크레아틴 제거가 20 cc/min 미만으로써 투석 중이거나 심각하게 저하된 신장 기능 상태일 경우.

질문7-24. 저의 의사는 삽입물이 온전하다고 생각하기 때문에 삽입물의 제거가 필요치 않다고 말합니다. 이것은 의학적 금기입니까?

아닙니다.

C 부 - 파열 지급금에 대한 개별 심사 과정

질문7-25. 파열 지급금에 대한 개별 심사 과정이란 무엇입니까?

질문7의 미화 8,750 달러 파열 지급금 보상청구 양식 지침을 읽어 보십시오.

질문7-26. "제거 후의 합리적 시간"이란 무엇입니까?

"제거 후의 합리적 시간"이란 정확하게 정의할 수는 없지만, 다우코닝 실리콘 젤 유방 삽입물의 제거와 관련하여 제거의 날짜 및 주변 상황에 대한 대략적인 내용을 포함하여 각 사례 별로 특수한 사실의 관점에서 취급됩니다.

질문7-27. "탄성중합체 포장재 내의 삽입물에 대한 가시적 확인"이란 무엇을 의미합니까?

귀하의 유방 삽입물을 검사한 사람이 탄성중합체 포장재에 찢어졌거나 열린 부분이 있다는 것을 입증할 수 있음을 의미합니다.

질문7-28. 조직면을 따라 실리콘이 이동했음을 어떻게 서류화 할 수 있습니까?

유방 캡슐 바깥쪽(유방 삽입물 바로 바깥쪽이 아닌)에서의 실리콘 발견과 관련한 귀하의 의사나 병리의사의 의료 기록을 제출하십시오.

질문7-29. "유방 삽입수술 지점에서의 거리"란 무엇입니까?

"유방 삽입수술 지점에서의 거리"란 정확한 결정은 불가능하지만 각 사례 별로 특수한 사실의 관점에서 취급됩니다. 최소한, 유방 캡슐 바깥쪽(유방 삽입물 바깥쪽이 아닌)에서 실리콘이 발견되어야 합니다.

질문7-30. "상당한 무게의 물질"란 무엇입니까?

"상당한 무게의 물질"이란 정량적 척도로서 정확하게 결정하기는 불가능합니다. 하지만 미세한 실리콘 방울 크기보다는 커야 합니다.

질문7-31. 어떠한 유형의 생체검사로 재료가 실리콘임을 확인할 수 있습니까? 저의 의사는 그러한 검사나 생체검사는 없다고 말합니다.

병리 의사의 보고서에는 발견된 재료가 병리 의사 또는 기타 의사가 판단하기에 실리콘 발견과 일관성 있는 진술이 포함되어야 합니다.

Exhibit 22

S F D C T
SETTLEMENT FACILITY
DOW CORNING TRUST

P O. Box 52429
Houston, Texas 77052

Telephone 713 874 6099
866 874 6099

June 09, 2016

SID: 6491601

YOUNG-HA LEE
A-DONG, 15-1,
MOKDONG-RO 17 GIL
YANGCHEON-GU, SEOUL
KOREA, REPUBLIC OF

Claimant: YOUNG-HA LEE
Subject: MISSING OR INVALID ADDRESS

Dear Claimant:

The Settlement Facility-Dow Corning Trust (SF-DCT) has address information for you that may not be valid. Correct address information is required before any claims can be processed or potential payments can be made. We are writing to you at this address in an attempt to locate you and confirm correct address information. After the Address Update/Correction Form is received and verified, the SF-DCT will reactivate the processing and review of your claims.

Please provide your current **address** and **social security number** on the attached Address Update/ Correction Form and forward the information to: SF-DCT, P.O. Box 52429, Houston, TX 77052. Please note that if the address above is correct, address confirmation is still required by returning a completed **Address Update/Correction Form**

If the claimant listed above is deceased and you have the authority to act on behalf of the claim, please submit your contact information, a valid death certificate and any estate documentation you may have establishing your authority to act on behalf of the estate to the address listed above.

Please remember that you are responsible to notify your attorney and the SF-DCT of any future changes in your address or telephone number. If you have any questions regarding this matter, you may contact our Claims Assistance Program at 1.866.874.6099 or send an inquiry to info@sfdct.com.

REMINDER: Pursuant to the Settlement Facility and Fund Distribution Agreement Article X Section 10.09, all funds in the Settlement Facility are in the custody of the Court until payment is sent to and cashed by the recipient. This means that although your claim was approved for a payment, those funds will not be held in reserve for you. Therefore, we encourage you to either (1) provide the documents necessary for the SF-DCT to issue your payment AND/OR (2) cash any check you receive within 180 days of its date of issuance.

Settlement Facility - Dow Corning Trust

Enclosure: Address Update/Correction Form

CC:

Exhibit 23

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE:	§	
	§	**CASE NO. 00-CV-00005-DT**
SETTLEMENT FACILITY-DOW CORNING TRUST	§	**(Settlement Facility Matters)**
	§	
	§	**Hon. Denise Page Hood, Chief Judge**

CLOSING ORDER 3

NOTICE THAT CERTAIN CLAIMS WILL BE PERMANENTLY BARRED AND DENIED PAYMENT UNLESS A "CONFIRMED CURRENT ADDRESS" IS PROVIDED TO THE SF-DCT ON OR BEFORE JUNE 30, 2021

THIS ORDER APPLIES ONLY TO CERTAIN CLAIMS SUBMITTED ON OR BY JUNE 3, 2019 THAT HAVE NOT BEEN REVIEWED BECAUSE THE CLAIMANT'S ADDRESS IS NOT CURRENT AND THE CLAIMANT CANNOT BE LOCATED. IF THE SF-DCT HAS ALREADY ISSUED A NOTICE OF STATUS LETTER OR APPROVED THE CLAIM FOR PAYMENT, THIS ORDER DOES NOT APPLY

Whereas the Claimants' Advisory Committee ("CAC"), Dow Silicones Corporation ("DSC") and the Debtor's Representatives ("DRs") agree as follows:

1. This Court entered *Closing Order 1 for Final June 3, 2019 Deadline (Establishing Final Cure Deadlines, Revised Claims Review Procedures and Appeal Deadlines)* ("Closing Order 1") on July 25, 2018.

2. This Court entered *Closing Order 2 (Regarding Additional Procedures For Incomplete And Late Claims; Protocols For Issuing Payments; Audits of Attorney Distributions of Payments; Protocols For Return of Undistributed Claimant Payment Funds; Guidelines For Uncashed Checks and For Reissuance of Checks; Restrictions on Attorney Withdrawals)* ("Closing Order 2") on March 19, 2019.

3. Closing Order 1 provides at Paragraph 23 that, "To facilitate the process of final resolution of claims, the SF-DCT shall implement a unified claims review procedure so that all components of a claim – including the 'pre-screen,' the Proof of Manufacturer, the benefit claim and any known factors related to payment of the claim – are reviewed at the same time. Once that consolidated review is completed, the SF-DCT shall provide a single Notification of Status letter to the claimant."

4. Closing Order 2 provides at Paragraph 11 that "Claimants and attorneys are required to keep their address and contact information current with the SF-DCT." It further provides that the SF-DCT shall not issue payment to or for claimants unless the SF-DCT has a confirmed current address for the claimant.

5. Closing Order 2 further provides at Paragraph 11 that a "confirmed current address" is "an address that has been verified as a mailing address where the claimant or authorized payee is receiving mail so that the SF-DCT can assure that the claimant or authorized payee will actually receive the mailed check. This requirement applies both to claimants who are unrepresented and claimants who are represented and whose payment check might be mailed to the claimant's attorney. The SF-DCT may accept confirmation of a claimant's current address provided by the claimant's attorney of record; however, the SF-DCT may seek additional confirmation as appropriate including, for example, in instances where prior mailings were returned as undeliverable or where prior address confirmations were not accurate."

6. This Court has approved a protocol for the SF-DCT to use to ascertain current contact information for claimants and to conduct research where mail to a claimant has been returned to the SF-DCT as undeliverable. As set forth in *Consent Order To Establish Guidelines For the Distributions of Class 7 Silicone Materials Claimants' Fund* ("Consent Order, Class 7"), (ECF 1227) dated December 3, 2015, approved December 3, 2015 (ECF 1226), the SF-DCT first sends

an address verification form to the claimant. If there is no response, then the SF-DCT conducts another search for the claimant. If the SF-DCT locates what appears to be contact information for a claimant, the SF-DCT affirmatively reaches out to confirm the claimant's current address and other contact information.

7. This procedure was employed with respect to the termination of the Class 7 Fund, to ensure that claimants received appropriate notification of the need to provide current address information. To provide notice to those claimants who could not be reached by mail, the Court directed the SF-DCT to post information on its website so that claimants could check the status of their claims and learn whether the SF-DCT needed a current address. The Court directed that those claimants who could not be located after two separate searches and mailings would have 90 days after the Consent Order became final to respond to the notification on the SF-DCT website. Claimants who failed to provide a confirmed current address by the end of that 90-day period had their claim permanently closed and were not entitled to any benefit distribution for their Class 7 claim.

8. As of the date of this Closing Order 3, the SF-DCT has identified 381 individual claimants in Classes 5, 6.1, and 6.2 who have submitted one or more benefits claims but do not have a confirmed current address. As provided in Closing Order 2, these claims may not be paid unless the SF-DCT obtains a confirmed current address for the claimant. Under the SF-DCT protocols, there is no reason to process a claim that is not eligible for payment. Consistent with the protocols adopted for the termination of the Class 7 Fund, the SF-DCT has undertaken to locate the 381 claimants. The SF-DCT has completed at least two separate address searches and two mailings for each of the 381 claimants and to the attorney of record if the claimant was represented, and has not received a confirmed current address. The 381 claimants are listed in Appendix A by SID number.

Accordingly, this Court ORDERS and DIRECTS:

The SF-DCT shall immediately post this Order and a notice with claim numbers (SIDs) on its SF-DCT website for the 381 claimants described above in paragraph 8. **The notice shall advise that these 381 claimants (or an appropriate representative of a deceased claimant) must provide a confirmed current address to the SF-DCT on or before June 30, 2021, by one of the methods explained below. If the SF-DCT does not receive a confirmed current address provided or postmarked on or before June 30, 2021, then the claim will be deemed abandoned, will be denied, and will be permanently closed. The claimant shall not be eligible to receive any payment for the claim.**

The claimant may provide the confirmed current address information directly to the SF-DCT in writing or by telephone communication, as explained below.

Written communication:

Address information may be provided in writing via email or letter:

(1) email to info@sfdct.com; or

(2) letter correspondence – using the Postal Service to SF-DCT, P. O. Box 52429, Houston, Texas 77052-2429 or using express delivery service to SF-DCT, 3200 Southwest Frwy, Suite 1500, Houston, Texas 77027. Correspondence by mail or express delivery must be postmarked or sent on or before June 30, 2021.

Telephone communication:

Claimants may provide current address information by contacting the SF-DCT by telephone at 866-874-6099.

THERE WILL BE NO EXTENSION OF THIS DEADLINE. A copy of this Closing Order 3 shall be mailed or emailed to all 381 claimants and attorneys of record for the applicable claims at the last known address available to the SF-DCT.

Dated: March 25, 2021

s/ Denise Page Hood
Denise Page Hood
Chief Judge

SO STIPULATED and AGREED:

BLANK ROME LLP

By: */s/ Deborah E. Greenspan*
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1825 Eye Street, N.W.
Washington, DC 20006
Tel.: (202) 420-2200
DGreenspan@blankrome.com

Debtor's Representative and Counsel for Dow Silicones Corporation

CLAIMANTS' ADVISORY COMMITTEE

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APPENDIX A

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0219015
0223244
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