

\_\_\_\_\_ hereby states that the following facts are true and accurate to the best of her knowledge, information and belief:

1. My name is \_\_\_\_\_, and I live in Nixa, Missouri.
2. I was implanted with Dow Corning silicone gel breast implants in or about 1980 in Baton Rouge, Louisiana by Dr. Henry Miller.
3. Over time, my breasts became extremely hard, painful and misshapen, and I began to experience overwhelming fatigue. I consulted my family doctor who told me that the implants were ruptured. He referred me to a local plastic surgeon, Dr. John Dean of Baton Rouge, Louisiana, to have the implants looked at and possibly removed.
4. Several weeks after this consultation, I received a document in the mail about breast implants. It listed an "800" number that I could call if I had questions about implants and their removal. I called the "800" number and it was answered, "Information Line" and they then told me I was speaking with Dow Corning. The Dow Corning representative answered some questions I had about having the implants removed and about the effects of ruptured implants on breast feeding. I told her that I did not want to do anything that would affect my rights in the class action. She assured me that participating in the "Removal Assistance Program" would not affect any of my rights and would allow me to have the implants removed without paying the costs myself.
5. The implants were removed on September 14, 1992. I was told that the surgery would cost approximately \$1,300 and that Dow Corning would pay for this. After the surgery, I experienced minor complications (i.e., stinging pain on the right side), so I followed up with Dr. Dean.
6. On or about October 19, 1992, the doctor's office informed me that Dr. Dean would not see me again until I signed a release. This was the first time that I had been told about or heard about a release being required. I did not understand what this release was or why it was required before Dr. Dean could see me about the stinging pain in my right breast that developed after surgery.
7. The next day, on October 20, 1992, a man showed up at my home without calling or advance notice and had a document in hand. I do not recall who the man represented, but he stated that I needed to sign the release right there and then or that Dow Corning was going to retract payment for the surgery. He told me that the expenses were more than anticipated and that if I did not sign the release, I would have to pay Dr. Dean and the hospital \$13,000. I did not have this kind of money and would never have undergone surgery if there was any risk to me to be responsible for this amount.

8. I asked questions of the man about the release and was again told that the release was only to pay for the costs of the surgery, and was not a release for any other claim I might have. The man repeatedly stated that I needed to sign the release immediately so that Dr. Dean and the hospital would not lose their payment guarantee. I read the release and understood it was only for the costs of the surgery on September 14, 1992. I confirmed this with the man who had brought the release and he said that was what he understood as well. The release did not say anything else about releasing claims for pain and suffering, rupture, time lost off work, fatigue or any other disease or condition that I might have, and I specifically told the man I was not releasing these claims. I signed the release the same day that it was brought to my house.
9. I was not given a copy of the document I signed.
10. I was not aware that Dow Corning and Dr. Dean had corresponded about my surgical costs until I received Dow Corning's Response to my release objection. I was shocked and angry. This was a complete betrayal of my trust. I did not authorize Dr. Dean or Dow Corning to speak about my medical situation or to make arrangements behind my back for the surgery costs, especially when the arrangements included Dr. Dean getting more money from Dow Corning if he got me to sign a release.
11. When I read the letter to Dr. Dean that was attached to Dow Corning's Response, I was outraged. I had never been made aware that there were "options" in the Removal Assistance Program or that some "options" required a release and others did not. Neither Dow Corning nor Dr. Dean explained this to me. I would never have consented to this arrangement had I been informed. I believe I was misled and manipulated by Dow Corning and Dr. Dean.
12. I have never seen the letter dated November 17, 1992 that is also attached to Dow Corning's Response. It makes no sense that Dow Corning would be enclosing a release for me to sign as the November 17<sup>th</sup> letter states when I had already signed the release on October 20, 1992.
13. I would not have signed the Release form if I had been told or if I thought it was a release of all of my rights against Dow Corning.
14. The total amount that Dow Corning paid for my implant surgery was \$12,979.29. Dr. Dean and the hospital received the entire amount except for \$163 that was payable to me. This amount was to pay for the prescriptions that I had to get for the pain in my breasts following the surgery.
15. I did not receive any money from Dow Corning for my rupture or disease claim. I would never have released my claim for these damages for no

consideration. As stated above the payment of \$163 was for prescription costs that I incurred.

16. At the time I signed the document for my doctor, entitled "Receipt and Release," I was not represented by an attorney.
17. I continued to pursue my claims in the global settlement and then in the Dow Corning bankruptcy case. At no time did I understand or was I informed that I had supposedly released my claims for rupture and health problems. Frankly, I was very surprised when I received the letter from the Settlement Facility that said that I had released all of my rights. Never did I understand that this is what was being asked of me or that the language in the release could be interpreted in this way.

SIGNED THIS 30 DAY OF JANUARY 2006.

  
  
Printed Name

