

LIEN KIM AI hereby states that the following facts are true and accurate to the best of her knowledge, information and belief:

1. My name is LIEN KIM AI and I live in Cypress, California. I was implanted with Dow Corning breast implants on November 19, 1979 at The Arcadia Outpatient Surgery. My doctor, Dr. Villacana, stated that the implants would last a lifetime and were guaranteed by Dow Corning.
2. The implants were removed on January 28, 1980 because of pain and significant tightening and contracture of both breasts. During this surgery, I received another set of Dow Corning breast implants, Cat #226, Lot # H059474.
3. On July 14, 1981, the left implant was removed because it was deflated and a Heyer-Schulte implant was inserted.
4. On June 24, 1992, both implants were removed because of significant pain, chronic mastitis and contracture. Both implants were deflated. New saline implants were inserted (unknown brand).
5. On April 3, 1997, I underwent an additional procedure to remove the right implant and it was replaced with a Mentor saline implant.
6. During all times mentioned in this statement, I worked as a food server. This required me to lift and carry heavy trays of food. When I had the surgeries described above, I had to take time off of work because of the pain caused by the implants and the surgeries.
7. I could not afford to have the deflated saline implants removed in 1992. They were causing me significant pain and discomfort and my doctor told me that they should be removed. The pain was affecting my ability to work and to enjoy many activities. I was desperate. My doctor always required me to prepay his fees before the surgery, and I did not have the money to do this.
8. At a consultation about the deflated implants in 1992, my doctor asked me to sign a document that he said would take care of my financial concerns about the surgery. He said it was a document that he received from Dow Corning that would guarantee him that his fees would be paid, I would not have to pay anything for this surgery and the surgery could proceed immediately. I was anxious to do this because of the pain and discomfort that I was experiencing.
9. I asked Dr. Villacana about the document, and he told me that by signing the document I was only agreeing that he could be paid by Dow Corning. Nothing was said that the document was anything more than an agreement to pay for the surgery costs by Dow Corning to Dr. Villacana, and I never

considered it to be anything other than just that. I did not receive any money directly nor was I ever offered any money for my claim.

10. I would not have released all of my rights against Dow Corning. I knew that I had lost wages from the time I was not able to work following my surgeries. I also felt that I should be compensated for the numerous deflations of the implants that Dow Corning had "guaranteed."
11. My doctor received \$3,165.19 from Dow Corning for removing my implants. I did not receive anything.
12. I did not speak with Dow Corning in 1992 about releasing my rights.
13. At the time I signed the document for my doctor, entitled "Receipt and Release," I was not represented by an attorney.
14. 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.

SIGNED THIS 07 DAY OF NOVEMBER 2005.

LIEN - Kim - Ai
Printed Name


LIEN KIM AI