

SHELLY ELLENA SCHMIDT hereby states that the following facts are true and accurate to the best of her knowledge, information and belief:

1. My name is SHELLY ELLENA SCHMIDT. Previous names that I have been known as in my medical records include Shelly Schorling and Shelly Ellena. On April 22, 1986, I received silicone gel breast implants implanted by Dr. T. Geraghty in Kansas City, Missouri. My medical records document that these implants were made by Dow Corning.
2. Sometime in 1990, I began to notice that my breasts were different sizes and consulted with my implanting doctor, Dr. T. Geraghty. He advised that the implants should be removed and, at my suggestion, he agreed to implant a larger size implant.
3. I underwent surgery to remove both breast implants on September 26, 1990. I had a new set of silicone gel breast implants implanted during that same surgery. Medical records document that the second set of implants were also made by Dow Corning.
4. Prior to the 1990 surgery, I paid for the costs of the explanting doctor (approximately \$2200) and the surgical center (approximately \$3,000). Some of the doctor's costs were for the new silicone gel breast implants.
5. Immediately after the surgery – on the same date in fact – Dr. Geraghty informed me that the right breast implant was ruptured and that had caused my breasts to be different sizes. He stated that Dow Corning would likely pay for the costs of the surgery since they made the implants that had ruptured, and that he would take care of the paperwork for me to be reimbursed for the costs of the surgery.
6. In 1992, I was sent documents for me to sign agreeing to be reimbursed for my surgical costs for the 1990 surgery. There was no discussion with Dow Corning or my doctor that I would be releasing my rights to anything for rupture and disease. I was told and understood that the document in question was a way to reimburse me for the surgery costs incurred because of the defective Dow Corning product that had ruptured.
7. The agreed reimbursement was for the costs of the 1990 surgery (less the cost of the replacement breast implants) -- \$5,000. This is the amount reflected in the Release.
8. Social Security has determined that I am disabled and cannot work. I would not have signed the release for \$5,000 -- the costs of the surgery -- if it had been explained to me that it was releasing all claims for rupture, disease, loss

of income and pain and suffering. It was made clear to me that the release was only for the 1990 surgical costs.

9. At the time I signed the document for my doctor, entitled "Receipt and Release," I was not represented by an attorney nor was it suggested that I consult with an attorney about the document.
10. 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 15th DAY OF NOVEMBER 2005.

Shelly Ellena Schmidt
Printed Name

Shelly Ellena Schmidt
SHELLY ELLENA SCHMIDT