

*filed -  
open case  
9-16-94  
Port  
JSDJ*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
Southern Division**

In re:

SILICONE GEL BREAST IMPLANTS  
PRODUCTS LIABILITY LITIGATION  
(MDL 926)

Master File No.  
CV 92-P-10000-S

HEIDI LINDSEY, et al.,  
Plaintiff(s);

-vs.-

Case No. CV-94-P-11558-S

DOW CORNING CORP., et al.,  
Defendant(s).

**ENTERED**

SEP 19 1994

*sf*

ORDER NO. 22

The "Revised Breast Implant Litigation Settlement Notice" attached to this Order is with its exhibits, forms, covering letter, synopsis, and Question and Answer booklet - approved for printing and distribution by first-class mail to putative class members.

This the 16<sup>th</sup> day of September, 1994.

*[Signature]*  
United States District Judge

944

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
Southern Division

In re:	)	
SILICONE GEL BREAST IMPLANT	)	Master File No. CV 92-P-10000-S
PRODUCTS LIABILITY LITIGATION	)	
(MDL 926)	)	
HEIDI LINDSEY, et al.,	)	
Plaintiffs;	)	
	)	
-vs.-	)	Civil Action No. CV 94-P-11558-S
	)	
	)	
DOW CORNING CORPORATION, et al.,	)	
Defendants.	)	

**BREAST IMPLANT LITIGATION SETTLEMENT NOTICE**

**Please read this Notice carefully.  
It affects your legal rights.**

**All persons who have ever had a breast implant,<sup>1/</sup> and their spouses, children, other relatives, "significant others," estates, and personal representatives**

You are notified of:

- the conditional certification of a non-mandatory worldwide class of plaintiffs, of which you may be a member
- the preliminary approval of a proposed class action settlement under which certain manufacturers of breast implants and suppliers have agreed to pay up to \$4,225,070,000, as needed under the settlement, to resolve claims by Class Members
- a court hearing on August 18, 1994, to determine the fairness, adequacy, and reasonableness of the proposed settlement
- your rights as a Class Member to support, participate in benefits of, object to, or exclude yourself ("opt out") from the proposed settlement
- these important dates and deadlines for Class Members:

June 17, 1994	deadline for initial opt-out, written comments, or objections to settlement
August 18, 1994	fairness hearing by court
September 16, 1994	deadline to submit claims under Current Disease Compensation Program
December 1, 1994	registration deadline to preserve eligibility for benefits under settlement. (See paragraphs 20 and 26 for information on "Late Registration.")

---

1. As used in this Notice, "breast implant" means any mammary prosthesis containing silicone, silicone gel, or saline. It does not include a silicone injection.

### THE LITIGATION

1. **Cases.** Thousands of lawsuits seeking damages for injuries allegedly resulting from breast implants are pending in many state and federal courts. The federal cases are coordinated in the United States District Court for the Northern District of Alabama ("the Court") before the Honorable Sam C. Pointer, Jr., Chief Judge, in a proceeding known as *In re Silicone Gel Breast Implants Products Liability Litigation*, MDL No. 926, Case No. CV 92-P-10000-S. One or more of the Settling Defendants have been named as defendants in most of these cases.

2. **Conduct of Litigation.** The Court appointed a seventeen-person National Plaintiffs' Steering Committee ("PSC"). The PSC, assisted by numerous additional lawyers representing individual plaintiffs or groups of plaintiffs in federal and state cases, has vigorously pursued these claims on behalf of all breast implant recipients. The various companies and individuals named as defendants have denied all liability to the plaintiffs and have vigorously defended against these claims.

3. **Court Rulings.** The Court has made no ruling as to the merits of the plaintiffs' claims or the defendants' denials and defenses (other than in an interlocutory order granting summary judgment in favor of the stockholders of Dow Corning Corporation, who had been named as defendants in some of the cases). Sending this Notice is not an expression by the Court of any opinion as to the likelihood of recovery by the plaintiffs or as to the merits of any defense asserted by the Settling Defendants. Rather, the purpose of this Notice is to inform you that a settlement has been proposed, and preliminarily approved by the Court, and to inform you of your rights with respect to and under the proposed settlement.

### ABOUT CLASS ACTIONS

4. **Nature of Class Actions.** Class actions are lawsuits in which claims and rights of many people are decided in a single court proceeding brought by representative plaintiffs (the class representatives). This avoids the necessity for hundreds, or even thousands, of people to file similar individual lawsuits, enables the court system to resolve these claims in a more efficient and economical way, and seeks to assure that people with similar claims are similarly treated. In a class action, the court has a responsibility to assure that prosecution of the class claims by the class representatives and class counsel is fair. Class members are not individually responsible for

the costs or fees of class counsel, which are subject to court award and are deducted from any recoveries from the defendants before distribution of funds to class members.

### CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

5. **Class Certification.** In April 1994, by Orders No. 15 and 16, one of the federal cases, *Lindsey, et al., v. Dow Corning Corporation, et al.*, Case No. CV 94-P-11558-S, was provisionally certified by Judge Pointer under Fed. R. Civ. P. 23(b)(3) as a class action for settlement purposes on behalf of all persons and entities who may have claims against the Settling Defendants or Released Parties for present or future personal injury or death caused by or involving breast implant products. The Settling Defendants and Released Parties are the companies, individuals, and entities listed in Exhibits A and B to this Notice.

**SETTLEMENT BENEFITS ARE DESCRIBED IN PARAGRAPHS 10-24**

(a) Except as provided in (b), the Settlement Class consists of:

(1) all persons, wherever located, who have been implanted before June 1, 1993, with one or more breast implants (whether or not already or later removed), with respect to any claim against a Settling Defendant or Released Party for their own personal injury or death that may be asserted as due in whole or part to any breast implant;

(2) every child, wherever located, born before April 1, 1994, whose natural mother is a person described in subparagraph (1) above and who was born after the date his or her mother had a breast implant, with respect to any claim against a Settling Defendant or Released Party for his or her own personal injury or death that may be asserted as due in whole or part to his or her mother's having had a breast implant; and

(3) all persons or entities (including estates, representatives, spouses, children, relatives, and "significant others"), wherever located, with respect to any claim against a Settling Defendant or Released Party that they may assert independently or derivatively because of their personal relationship to a person described in subparagraph (1) or (2) above.

(b) Excluded from the Settlement Class are the following:

(1) breast implant recipients all of whose breast implants can be identified as manufactured or distributed by Porex Medical Technologies Corp., Koken Co., Ltd., or other foreign manufacturers not listed in Exhibit A or B;

(2) breast implant recipients who are not citizens of the United States if (A) all of their breast implantations were performed outside the United States and (B) they have received any compensation from any Settling Defendant or Released Party for breast implant injuries or expenses under the laws or procedures of another country;

(3) breast implant recipients who, before June 17, 1994, shall have separately settled with a Settling Defendant, providing a general release of claims related to breast implants, unless (A) they were not represented by counsel in such settlement and the settlement involved a payment of less than \$15,000 or (B) they demonstrate by clear and convincing evidence that their settlement was induced by a Settling Defendant's fraud;

(4) breast implant recipients who, before June 17, 1994, shall have obtained and collected a judgment against a Settling Defendant on a breast implant claim or, after a trial on the merits, shall have had a final judgment entered against them on a breast implant claim in favor of a Settling Defendant;

(5) breast implant recipients who (during the "First Opt Out" period) elect to exclude themselves from the Settlement Class by return of a completed Exclusion Form, received or postmarked no later than June 17, 1994; and

(6) any person or entity described in paragraph 5(a)(2) or 5(a)(3) whose status as a class member depends on class membership of a recipient excluded under paragraphs 5(b)(1) through 5(b)(5).

(c) If you are covered by the above class membership definition, you will be a Settlement Class Member, whether or not you have brought your own lawsuit in federal or state court, whether or not you are a member of (or have excluded yourself from) another class action in federal or state court, and whether or

not you now suffer from a medical condition associated with a breast implant. You will not be precluded from participation under paragraph (b)(1) above if, despite reasonable efforts to do so, you are unable to identify the manufacturer of your breast implants.

6. Class Claims. The Settlement Class claims are limited to claims against any of the Settling Defendants and Released Parties for present or future personal injury or death caused by, or involving, breast implants or breast implant materials, whether filed or unfilled, existing or contingent, and specifically including claims for injuries or damages not yet known or manifest.

(a) Claims against the "Mentor Defendants" (Mentor Corporation; Mentor Polymer Technologies, Inc.; Mentor O&O, Inc.; Mentor H/S, Inc.; Mentor Urology, Inc.; Mentor International, Inc.; and Tecknar Corp.) have not been certified as class claims in this action. However, the \$25,800,000 to be paid by the Mentor Defendants as a result of an earlier class action settlement will be added to the funds paid under this settlement by the Settling Defendants, and members of the Mentor Settlement Class will be members of the Settlement Class in this case and be eligible to participate in this settlement on the same basis as other Class Members. Because the earlier settlement with the Mentor Defendants was a limited-fund mandatory (non-opt out) class settlement under Fed. R. Civ. P. 23(b)(1), persons who opt out of this settlement will not generally be permitted to make any further claims against the Mentor Defendants.

(b) Because of bankruptcy proceedings involving the "Bioplasty Defendants" (Bioplasty, Inc.; Bio-Manufacturing, Inc.; and Uroplasty, Inc.), claims against them have not been certified as class claims in this action. However, the trust funds ordered set aside for claimants of the Bioplasty Defendants by the United States Bankruptcy Court in Minnesota (consisting of \$4,000,000 in insurance proceeds, a \$1,000,000 secured promissory note from New Uroplasty, 32% of New Uroplasty stock, and 50% ownership of certain avoidance actions to be pursued by the Bankruptcy Trustee) are expected to be added to the funds paid under this settlement by the Settling Defendants, and Settlement Class Members with breast implants manufactured by the Bioplasty Defendants will be members of the Settlement Class in this case and be eligible to participate in this settlement on the same basis as other Class Members. Because of the stay orders of the Bankruptcy Court, persons who opt out of this settlement will not be permitted to make any further claims against the Bioplasty Defendants.

(1) for reimbursement of reasonable out-of-pocket costs and expenses incurred for the benefit of the plaintiff class or individual plaintiffs, as approved by the Court;

(2) for services already or later performed for the "common benefit" of the plaintiff class or groups of plaintiffs in federal or state court (including services in achieving this settlement or in pursuing federal or state litigation that directly or indirectly contributed to achieving this settlement), determined in accordance with applicable standards for such fees, including as appropriate consideration of the results achieved and the contingencies involved in such services;

(3) for services provided to individual members of the plaintiff class, whether in filing and pursuing lawsuits in federal or state court, in providing advice regarding rights and options under this settlement, or in providing assistance in presentation of claims under this settlement, measured by reasonable hourly rates; and

(4) for such additional compensation as might be accorded under "contingent fee" contracts based on benefits obtained by such clients under this settlement, arising from contacts and relationships with individual members of the plaintiff class before March 1, 1994 (the date when information concerning potential acceptance of this settlement — with its defined benefits for class members and assurance of payment of attorneys' fees — became generally known). To afford equity among counsel, the Court reserves the power to set maximum limits on the contingency percentages that may be recognized and to make appropriate reductions in such contingent fee amounts for the cost of "common benefit" services provided by other attorneys that contributed to the amount of benefits obtained by the client.

(c) If you have already employed an attorney, there is no need to discharge such person since his or her fees and expenses will not reduce the amount you receive under the settlement and you may benefit from the attorney's advice regarding your rights or assistance in submitting claims.

(d) Should the total amount of administrative costs and attorneys fees and expenses approved by the court be less than the funds available in Fund VI, the excess would be distributed pro rata to Class Members as the Court directs.

## CLAIMS ADMINISTRATION

25. Claims Administrator; Claims Office. After consulting with the parties, the Court has appointed Ann Tyrrell Cochran of Houston, Texas, formerly Judge of the 270th District Court of Texas, as Claims Administrator. The Claims Administrator will, with the assistance of her agents or employees, including Claims Officers, be responsible for processing and evaluation of claims under Designated Funds I through V and under the Disease Compensation Program in a fair, inexpensive, and timely manner. Procedures shall be adopted that, consistent with the responsibility to reject fraudulent or otherwise meritless claims, minimize the burdens and personal intrusion on Class Members imposed by the claims process. Operations of the Claims Office will be subject to the continuing jurisdiction of the Court and subject to Court review. Expenses of the Claims Office will be paid from Designated Fund VI.

### 26. Filing of Claims and Registration.

(a) The deadline for filing a claim with the Claims Administrator under the Current Disease Compensation Program is September 16, 1994. You do not need to wait until after the August 18, 1994, fairness hearing. The earlier the better — since early filings will expedite the review process of all claims that must take place before benefit levels under the Program can be finally determined.

(b) Except for "Foreign Claimants," there is not at the present time any deadline for filing claims under the Ongoing Disease Compensation Program or under Funds I through V. However, you should file such claims as soon as possible after they become known and, to assure that your claims will receive priority consideration when they are made, you must register with the Claims Office by December 1, 1994.

(c) You should register with the Claims Office by December 1, 1994, using the enclosed Registration Form. Further information from the Court that might significantly affect rights under the settlement will be sent only to persons who have registered (or filed claims). Class Members who neither file claims nor register until after December 1, 1994, will be treated as "Late Registrants," and their claims will be recognized and processed by the Claims Office in the order in which they are received after December 1, 1994, and only to the extent payment of such claims would not diminish benefits to those Class Members who have timely registered. It is anticipated that the Court will in the future establish a final deadline for Class Members to register to maintain eligibility for future benefits under the settlement.

(d) Registration Forms and Claim Forms (with documentation) must be mailed to:

Claims Administrator  
P. O. Box 56666  
Houston, TX 77256

Do NOT send these to the Clerk of the Court.

(e) The Claims Administrator will acknowledge receipt of your Forms and documentation, and notify you of a telephone number to use in obtaining information about your claim or the claims process. The Claims Office is not permitted to give legal advice.

(f) To deter potential fraud, all claims must be signed under penalties of perjury. Since the Postal Service will be used in the processing and payment of claims, submission of fraudulent claims will violate the criminal laws of the United States and those responsible subject to criminal prosecution in the federal courts.

#### 27. Forms and Documentation.

(a) Only the enclosed Forms (or other Court-approved forms) may be used to submit claims or register. Additional copies can be obtained from the Claims Office.

(b) Claims under the Disease Compensation Program must be accompanied by either —

(1) a Statement or Diagnosis from a Qualified Medical Doctor (a Board-certified Specialist), together with the medical records on which it is based, that will enable the Claims Office to place the claimant in a category on the Disease Schedule; or

(2) medical records that, by themselves, demonstrate that the claimant should be placed in a category on the Disease Schedule.

(c) You will not be precluded from benefits if, despite reasonable efforts to do so, you are unable to identify the manufacturer of your implants.

28. **Claims Processing; Appeals.** Each claim will be promptly reviewed by a Claims Officer. If the Claims Administrator has a reasonable basis to believe a claim or series of claims may be fraudulent, she shall so advise the Court.

(a) The Claims Officer may challenge or ignore the diagnosis of a Qualified Medical Doctor only if the signs, symptoms, or findings in the medical records (or in the Statement or Diagnosis) do not satisfy the eligibility requirements in the Disease Schedule. In this event, the Claims Officer will seek additional information on which to base his or her decision.

(b) If a claim is not accompanied by a Statement or Diagnosis from a Qualified Medical Doctor or the claimant's medical records are insufficient to enable the Claims Office to process the claim, the Claims Administrator will send a notice to the claimant (and, if applicable, to the claimant's attorney), indicating the deficiencies and the additional information needed. If this information is not provided within 30 days after mailing the notice, the Claims Office will classify the claim on (or exclude it from) the Disease Schedule based on the information available.

(c) Before being finally certified for payment under the Disease Schedule, the claim will be reviewed by a second Claims Officer. Unless the reviewing Claims Officer determines that there is no basis in fact for the original placement on the Disease Schedule, the claim will be approved and certified as eligible for payment. A claimant contemporaneously suffering from more than one of the diseases on the Disease Schedule will be compensated for the disease with the highest level of compensation.

(d) An adversely affected claimant may appeal the final claims classification first to the Claims Administrator, and then, under procedures to be established, to the Court. Settling Defendants will have no right of appeal from claims classifications.

29. **Payments.** Claims will be paid, either as a single payment or in installments, as soon as possible after final approval of all claims during the year or period that may affect the amount to be paid. To avoid undue delay in payment caused by the need to evaluate all submitted claims, the Claims Administrator may authorize, on request, advance payment of part of an approved claim upon condition that the recipient waive any opt out rights that may arise from subsequent reduction of benefits payable.

30. **Maintenance of Records; Privacy.** The Claims Office will maintain all documents and records relating to the submission and review of claims under Designated Funds I through V and the Disease Compensation Program.

(a) Submission and review of records in the claims process shall not constitute a waiver of any claimant's physician-patient privilege.

(b) Identification of claimants, including information contained on claim forms and in medical records, will be treated as confidential and will not be disclosed except to persons with a "need to know" to assure the integrity of claims processing and administration of the settlement. Defendants and their insurers, at their expense and pursuant to procedures approved by the Court, may inspect these records, but

must maintain the confidentiality of this information to protect the identity and privacy of individual claimants.

#### DEFENDANTS' OBLIGATIONS AND OPTIONS

31. **Amount and Timing of Defendants' Obligations.** The Settlement Agreement governs the amount and timing of the Settling Defendants' obligations to make payments under this settlement. In general —

(a) Each Settling Defendant is responsible only for making its own payments at the times and in the maximum amounts shown in the column for such defendant in Exhibit C, and is not in any way a guarantor or a joint or conditional obligor for the obligations of other Settling Defendants.

(b) The Settlement Agreement requires the Settling Defendants to provide guarantees or financial assurances of their obligations. The Court will determine the adequacy of these guarantees or financial assurances in considering the fairness, adequacy, and reasonableness of the settlement.

(c) The dates when the amounts shown in Exhibit C for Funding Years 1-31 must be paid are prescribed in the Settlement Agreement, which has been drafted to cover a number of possible contingencies. The most likely circumstance is that the amounts for Funding Year 1 would be due 5 business days after the Court's order approving the settlement has (after any appeals) become final and that the amounts for Funding Years 2-31 would be payable on the anniversaries of that due date.

(d) Should a Settling Defendant default in its payment obligations, the Settlement Agreement explains the rights of Class Members both to sue the defendant in default and to continue to receive benefits provided under the settlement by the other defendants.

(e) Under the Settlement Agreement, the amount of annual payments to be made by defendants after the first three years depends in part on whether there is a "surplus" in the Disease Compensation Program from prior years' payments (i.e., more money has been contributed by the defendants than needed to pay claims), and such a surplus may temporarily reduce the amount of their following year's payment, but will not reduce permanently their potential obligations (since such amounts would become payable if and when needed for payment of later claims). To the extent the defendants' annual payment obligations under the Settlement Agreement depend upon the amount of benefits payable in a given period or year under the Ongoing Disease Compensation Program, such

obligations are based on "gross" benefits rather than the net amounts shown in the schedule of benefits in this Notice (which represent only 70% of such gross benefits).

32. **Defendants' Options.** Each Settling Defendant has reserved the right to withdraw from the settlement if, in its opinion, the number of Class Members opting out during the First Opt Out or Second Opt Out period is excessive. Should a defendant elect to withdraw, benefits attributable to further settlement contributions by that defendant would be eliminated, Class Members would have full rights to file or pursue claims against that defendant (in addition to receiving benefits from the remaining defendants under the settlement and without reduction for benefits already received under the settlement), and Settlement Class Counsel would have the right to cancel the settlement with respect to all Settling Defendants, restoring to Class Members full rights to file or pursue claims against all defendants. Details are contained in the Settlement Agreement, including an additional right of withdrawal by some defendants under certain conditions if there is no second Opt Out period.

33. **Further Settlements.** Negotiations are continuing that might lead to proposed settlements with one or more additional companies, persons, or entities not currently a Settling Defendant. Depending on the nature and terms of such a proposed settlement, the funds available under this settlement might be increased — either increasing potential benefits under Designated Funds I through VI, or lessening the possibility that insufficiency of funds might result in reduction of benefits under the Disease Compensation Program — or other benefits provided, such as through providing "in-kind" medical services at reduced or no cost. Appropriate notice of any such proposed additional settlement will be given to those who have requested mailing of this Settlement Notice.

#### OPT OUT RIGHTS OF CLASS MEMBERS

34. **Opt Out Rights.** As a class action certified under Fed. R. Civ. P. 23(b)(3), Settlement Class Members are afforded at least one opportunity to exclude themselves from the settlement class if they desire. Those who do not opt out during the First Opt Out period will remain as members of the settlement class, but may have additional opportunities to opt out later if the projected benefits under the Disease Compensation Program are less than those shown in the schedule of benefits in this Notice.

(a) Subject to subparagraph (c) below, the election to opt out must be made personally by the Class Member who was the recipient of the breast implant, and a timely opt out by that Class Member

EXHIBIT A  
Settling Defendants

Aesthetech Corporation  
American Heyer-Schulte Corporation  
f/k/a Heyer-Schulte Corporation  
American Hospital Supply Corporation  
Applied Silicone Corporation  
Baxter Healthcare Corporation  
Baxter International Inc.  
Bristol-Myers Squibb Canada, Inc.  
Bristol-Myers Squibb Company  
Cabot Medical Corporation  
CBI Medical, Inc.  
a/k/a CBI Medical Electronics, Inc.  
CooperSurgical, Inc.  
CooperVision, Inc.  
CUI Corporation  
f/k/a Cox-Uphoff Int'l Corp.  
a/k/a Cox-Uphoff Corporation  
CVI Merger Corp.  
CV Sub 1987, Inc.  
Dow Corning Corporation  
Dow Corning STI  
Dow Corning Wright Corporation  
Dow Corning Wright/Medical Materials  
Hazleton Biotechnologies, Inc.  
Hazleton Corporation  
Hazleton Washington, Inc.  
HRP, Inc.  
INAMED Corporation  
Linvatec Corporation  
Markham Medical Association  
Markham Medical International, Inc.  
Markham Surgical Specialties  
Mark/M Resources, Inc.  
Mark/M Surgical  
McGhan, Ltd.  
McGhan Medical Corp. (Calif. corp.)  
McGhan Medical Corp. (Dela. corp.)  
a/k/a McGhan Medical/3M  
McGhan NuSil Corporation  
MEC Subsidiary Corporation  
f/k/a Surgitek, Inc.  
Medical Engineering Corporation  
Minnesota Mining and Manufacturing Company  
a/k/a 3M Company  
Natural-"Y" Surgical Specialties, Incorporated  
NuSil Corporation  
NuSil Technology  
Poly Plastic Silicone Products, Inc.  
Sirod Corporation  
Summit Medical Corporation  
Surgitek, Inc.  
3M Canada Inc.  
Union Carbide Chemical and Plastics Company Inc.  
Union Carbide Corporation  
Edward Weck, Incorporated  
Edward Weck & Company, Inc.  
Wilshire Advanced Materials, Inc.  
Wilshire Foam Products, Inc.  
Wilshire Technologies, Inc.  
Wright Manufacturing, Inc.  
Zimmer, Inc.  
Zimmer International, Ltd.



EXHIBIT B  
Released Parties

ACME Engineering	Innovative Surgical Products, Inc.
Louis Argenta	Ron E. Iverson
Franklin L. Ashley	Richard P. Jobe
Baxter Acquisition Sub., Inc.	Harold Markham
Baxter Corporation	Jacqueline Markham
Baxter Travenol Laboratories, Inc.	Lottie Markham
Baxter World Trade Corporation	G. Patrick Maxwell
John Beernick	Anita Kost McAteer
Bio-Manufacturing, Inc.	Donald K. McGhan
Bioplasty, Inc.	Kathy Montgomery
Lawrence Birnbaum	Real Lappierre
Robert Bishop	W. John Pangman, II
Ralph Blocksma	Vincent R. Pennisi
Garry S. Brody	Marie Pletsch
Boyd Burkhardt	Robert Reeder
Angelo Cappozzi	W. Ian Rogers
Thomas Cronin	Diran M. Seropian
Eugene Courtiss	Schulte Medical Products
Corning Incorporated	Silicone Engineering, Inc.
CVI Merger Corp.	Paul Silverstein
The Dow Chemical Company	Scott L. Spear
Edwards Laboratories, Inc.	Specialty Silicone Fabricators, Inc.
Derwood Faries	H. E. Sterling
Jack Fisher	Kuros Tabari
Vicki Galati	John B. Tebbetts
Frank Gerow	Travenol Laboratories, Inc.
Ben Gregory	Uroplasty, Inc.
John Hartley	Charles Vinnick
Hazleton Research Corporation	Kurt Wagner
Hazleton Wisconsin, Inc.	John L. Williams
Robert J. Helbling	R. Alastair Winn
Inamed, B.V.	Wright Medical Technologies
Inamed Development Company	

The "Released Parties" mean the above-listed individuals and entities; the Settling Defendants listed in Exhibit A; their respective present and former foreign and domestic parents, subsidiaries, and affiliates; their respective foreign and domestic predecessors, successors, sales representatives, independent sales representatives, distributors, transferees, insurers, and assigns; and their respective present, former, and subsequent officers, directors, agents, servants, proprietors, owners, shareholders, and employees, except that the term "Released Parties" (1) does not include doctors, hospitals, and other health-care providers who furnished medical services directly to a Class Member unless they are specifically named above and (2) does not include doctors specifically named above with respect to claims against them based upon their furnishing medical services directly to a Class Member.