

EXHIBIT 8

**Excerpts from the Breast Implant Litigation
Settlement Agreement,
In Re: Silicone Gel Breast Implants Products
Liability Litigation, MDL 926**

FILED

SEP 29 AM 11:03

U.S. DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA

**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
)
)
)
)

_____)
This Agreement relates to:)

ALL ACTIONS.)
_____)

HEIDI LINDSEY, et al., on behalf of)
themselves and all others similarly situated,)

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

Plaintiffs,)
)
)

) Honorable Sam C. Pointer, Jr.
)
)

v.)
)
)

DOW CORNING CORPORATION, et al.)
)
)

Defendants.)
_____)

BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT

10061

constitute or be deemed to constitute a waiver by Defendants or Released Parties of defenses based on statutes of limitations or repose with respect to any Settlement Class Member who opts out of this Agreement during the First or Second Opt Out Periods and whose claim was barred by the applicable statutes of limitations or repose as of the date of execution of this Agreement.

B. Monetary Terms/Establishment Of Settlement Fund.

1. Subject to all of the conditions contained in this Agreement, and in accordance with the terms and conditions of the Funding Agreement, the Defendants shall be obligated to pay up to the aggregate Maximum Settlement Amount set forth in the Funding Agreement in consideration for this Agreement. Each Defendant's obligation to pay under this Agreement is limited to the obligations set forth in the Funding Agreement (attached hereto as Exhibit C), and set forth in the Schedules of Defendants' Payments (attached hereto as Exhibit D).

2. All monies due and owing by Defendants under this Agreement shall be paid when due under the Funding Agreement by wire transfer into a "Settlement Fund" to be established, maintained, invested, and administered by Settlement Class Counsel under the continuing jurisdiction and supervision of the Court. The assets of the Settlement Fund shall be invested, in the discretion of Settlement Class Counsel, in a manner intended to achieve maximum earnings consistent with safety and appropriate liquidity to pay claims without undue delay. Any and all interest and earnings of the Settlement Fund assets shall accumulate and become part of the Settlement Fund.

3. Except as specifically set forth in Sections V and XIX of this Agreement and in the Funding Agreement, Defendants and Released Parties shall have no ownership or reversionary interest in the Settlement Fund. Defendants and Released Parties shall have no interest in or responsibility for allocations or distributions therefrom and do not guarantee any earnings from any portion of the Settlement Fund assets that may be invested to generate income to satisfy claims.

4. Each Defendant shall be responsible and liable only for its individual obligations under this Agreement and under the Funding Agreement. Defendants' obligations under

X. ADMINISTRATIVE EXPENSES/COUNSEL FEES AND COSTS

All expenses incurred in administering this Agreement, including cost of notice and compensation to any Court appointed Claims Administrators or Claims Officers, or to any member of the Medical Panel, and the fees and costs of Settlement Class Counsel and Claimants' Counsel, as determined and approved by the Court, shall be paid from Fund VI as ordered by the Court and shall not be the separate or individual obligations of Defendants or Claimants.

XI. TAX STATUS OF SETTLEMENT FUND

A. The Settlement Fund shall be formed and operated to meet all requirements of a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, and all regulations and rulings thereunder. Any Defendant shall be permitted, in its discretion, and at its own cost, to seek a private letter ruling from the Internal Revenue Service regarding the tax status of the Settlement Fund. The Parties agree to negotiate in good faith any changes to the Agreement necessary to obtain IRS approval as a Qualified Settlement Fund.

B. The Parties agree to negotiate in good faith such changes to the Agreement as may be necessary, for purposes of this Section, to maximize the amount of the Settlement Fund for the benefit of the Settlement Class, consistent with and to promote the tax deductible status of Defendants' payments.

XII. COURT'S SETTLEMENT APPROVAL ORDER

This Agreement is subject to and conditional upon the issuance by the Court, following the Formal Fairness Hearing, of a Final Order and Judgment granting final approval of the Agreement in accordance with Rule 23(e), and providing the below-specified relief, which relief shall be subject to the terms and conditions of this Agreement and the Parties' performance of their continuing rights and obligations hereunder. Such Final Order and Judgment shall:

1. Confirm the certification of the Settlement Class under Fed. R. Civ. P. 23(b)(3) and (e) for settlement purposes;