

# EXHIBIT A

Registrants under B2 above but who register with the Claims Office. As under the global settlement, it is anticipated that at some point the court will establish a final deadline for persons to register with the Claims Office.

C. Opt-out Rights of Eligible Participants

1. Subject to the limitation in C2 below, any eligible participant may reject the settlement offer by filing an opt-out election that is received by the Claims Office not later than 45 days after date of Notification of status of the participant's registration and claim as provided in I2. Statutes of limitations and repose will remain suspended for 6 months after the Claims Office receives the opt-out election.
2. Late Registrants will not have the opt-out right described in C1 above unless they register with the Claims Office by 4/1/96.
3. Current Claimants and Other Registrants may expedite receipt of the Advance Payments provided in D1 and E3 below by waiving the opt-out right provided in C1 above.
4. Certain ongoing opt-out rights are provided in D2b(2) and E2c below.

D. Benefits for Current Claimants<sup>4/</sup>:

1. Advance Payment. A non-refundable advance payment of \$5,000 will be paid as soon as the Claims Office determines that a person has not opted out within the time permitted under C1 (or under C3 has waived the remaining time to opt out), is a Current Claimant, and has sufficient manufacturer identification information. Payment will be made without regard to the status of any appeals relating to this settlement and without regard to the existence of any deficiencies in the claim. The \$5,000 payment will be credited against other amounts payable to the claimant under the settlement or awarded in a judgment recovered against settling defendants in later litigation,<sup>2/</sup> but otherwise is not refundable unless the Claims Office determines the claim to have been fraudulently presented.
2. Compensation. Benefits (less the Advance Payment under D1 above and subject to reduction under F1 below if the claimant also has Dow implants) to be paid to a Current Claimant, at the claimant's election, under either Option One or Option Two.
  - a. Option One — Fixed Benefits for Current Claimants: A fixed amount (not increased or decreased by later changes in claimant's condition) based on disease definitions and severity/disability categories in the original Disease Schedule (Exhibit D to global settlement). Upon satisfying these criteria (and with satisfactory evidence respecting implant manufacturer identification), a claimant electing this option will be paid according to the following schedule based on the severity/disability level and on whether by 12/16/96 there is appropriate documentation of rupture of a Bristol, Baxter, or 3M implant. Claims will be processed by the

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4. Current Claimants with only Post-'84 McGhan implants (or only Post-'84 McGhan implants plus implants from Bioplasty, Cox Uphoff/CUI or Mentor) will receive only the benefits set forth in D3 below.

5. Under certain conditions claimants may have later rights to opt out and pursue litigation against settling defendants. (See D2b(2)). To exercise such an opt-out right, the claimant would first have to return any amounts previously paid (other than the Advance Payment and explantation payments).

<u>Option One — Fixed Benefits (Current Claimants Only)</u>		
<u>Disability Level</u>	<u>Base Amount</u>	<u>Supplement if rupture</u>
A	\$ 50,000	+ \$50,000 = \$100,000
B	\$ 20,000	+ \$30,000 = \$ 50,000
C or D	\$ 10,000	+ \$15,000 = \$ 25,000

- (1) On electing to proceed under Option One, Current Claimants will, upon satisfying the criteria and approval by the Claims Office, be paid the specified amount (less the advance payment) upon full release of all claims against all settling defendants (and other released parties). The obligation of settling defendants to pay both the base amount and the increased amount for ruptures is not affected by the number or amounts of claims or by the number of opt-outs. Payments will be made as soon as the claim is approved and upon execution of a standard-form release, without regard to the pendency of any appeals. A Current Claimant initially qualifying only for the base amount will be paid the rupture supplement (maximum one per claimant) on proof by 12/16/96 of rupture.
  - (2) Payments of \$25,000 or less will be paid in a single lump sum; payments of more than \$25,000 will be paid in two equal annual installments.
  - (3) "Rupture" of a Baxter, Bristol, or 3M implant — which, if documented by 12/16/96, affects benefit levels for Current Claimants under Option One — refers to the failure of the elastomer envelope(s) surrounding a silicone-gel implant to contain the gel (resulting in contact of the gel with the body), not solely as a result of "gel bleed", but due to a tear or other opening in the envelope(s) after implantation and prior to the explantation procedure. To qualify for a rupture supplement, the Claimant must have undergone an explantation operation at which the rupture was confirmed and must submit a contemporaneous operative and/or pathology report (and related statements) documenting the rupture in accordance with the protocol in Exhibit F. For explantations after 1/1/96, the claimant shall use her best efforts to cause the removed implant to be preserved and, if requested by the Claims Office, to provide the removed implant to the Claims Office or to an examiner designated by the Claims Office to resolve or report on the issue of rupture.
- b. Option Two: As an alternative to Option One, Current Claimants may choose Option Two for long-term benefits under E2 below. Benefits under Option Two depend on satisfying during the 15 year period of the program the more restricted disease and severity criteria specified in Exhibit E (rather than the disease and severity/disability categories specified in the Disease Schedule attached as Exhibit D to the original global settlement notice). Upon satisfying these criteria and approval by the Claims Office, the claimant will be paid in accordance with the schedule shown in E2 below, depending on the new disease/severity criteria.
- (1) The obligation of defendants to pay approved SS/SLE benefits under Option Two to a Current Claimant whose claim for SS/SLE under the global settlement would have been

either approved or treated as having only minor deficiencies (and to pay approved GCTS/PM/DM benefits under Option Two to a Current Claimant with any claim that under the global settlement would have been approved or treated as having only minor deficiencies) is not affected by the number or amounts of claims, by the number of opt-outs, or by the maximum cumulative obligations of settling defendants under E2c below; and, upon execution of mutually satisfactory releases with individual claimants, the settling defendants will pay these amounts without regard to the pendency of any appeals relating to this settlement.

- (2) Current Claimants who elect and qualify for compensation under Option Two will be treated as also eligible, during the 15 years of the program, for additional compensation in the same manner as for Other Registrants and subject to the provisions of E2c. That is, if a Current Claimant who receives a payment under Option Two later develops during the 15 years of the program a condition that would entitle her to a larger amount, she would at that time be entitled to the difference between the new compensation amount and any amount previously paid. If at that time she does not receive this increase because of the maximum cumulative obligations of the defendants under E2c below, she would have the same opt-out right as stated in E2c.
  - (3) Current Claimants electing Option Two may, at any time during the 15 year period of the program before being awarded benefits under Option Two, elect to return to Option One but with a 25% reduction in the amount they would otherwise receive under Option One.
3. Post-'84 McGhan implants. Current Claimants with only Post-'84 McGhan implants (or only Post-'84 McGhan implants plus implants from Bioplasty, Cox Uphoff/CUI or Mentor) shall be eligible for Option One benefits as set forth in D2a above, excluding rupture supplements. Payments to such claimants are not payable until 30 days after the Court's Final Order with respect to this Revised Settlement Program becomes Final as defined in the global settlement. Thereafter, payments will be made to claimants with approved claims upon execution of a standard form release.

E. General Benefits for Participants

1. Explantation expenses. Although not recommending explantation absent some specific medical reason to do so, the settling defendants will pay \$3,000 to Current Claimants and Other Registrants who, after 4/1/94 and within the 15 years of the program, have a Bristol, Baxter, or 3M implant removed (without the surgery also involving reimplantation of a silicone-gel implant).
  - a. The obligation of settling defendants to make this payment is not affected by the number or amounts of claims or by the number of opt-outs, or by the amount of money paid as benefits under E2 below. This \$3,000 payment is not subject to refund (unless the participant later elects to opt-out under C1), but would be credited against any judgment against settling defendants in subsequent litigation by the participant.<sup>6</sup>
  - b. Payment of these expenses does not reduce the amount of a participant's benefits under E2 (or

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6. Under certain conditions the participant may have the later right to opt out and pursue litigation against settling defendants. (See E2c below.)

existence of any deficiencies in the claim. The \$1,000 payment will be credited against other amounts payable to the claimant under the settlement or awarded in a judgment recovered against settling defendants in later litigation,<sup>9</sup> but otherwise is not refundable unless the Claims Office determines the claim to have been fraudulently presented.

F. Multiple Implants

1. Amounts payable are, in general, not diminished by a person's having one or more implants manufactured by other companies in addition to implants from the settling defendants. However —
  - a. If a participant has received one or more Dow implants in addition to one or more Bristol, Baxter, or 3M implants, the benefits provided under Option One and Option Two (but not the amount of the Advance Payment or the amount for explantation expenses) will be reduced by 50%. For example, if a Current Claimant qualifying under Option Two for a payment of \$200,000 had one or more Bristol implants, one or more Dow implants, a Mentor implant, a McGhan implant manufactured after 8/3/84, and an implant whose manufacturer could not be identified, her compensation would be reduced to \$100,000.
  - b. Persons who have received one or more Post-'84 McGhan implants and one or more implants from manufacturers other than Bristol, Baxter, 3M, Bioplasty, Cox Uphoff/CUI, or Mentor are not eligible to participate under this Revised Settlement Program.
  - c. Participation in this program does not release claims a participant may have against entities and persons that are not the settling defendants or Released Parties under Exhibit B1. Participants are, however, cautioned that bankruptcy rules provide a stay at the present time against institution or pursuit of claims against Dow Corning, and, to preserve claims against Dow Corning, participants may need to file appropriate claims in the bankruptcy court.
2. The obligations of the settling defendants to make payments under this program are several, not joint, and are limited to the approved claims involving implants from that defendant or with respect to which that defendant is agreeing to make payments.
  - a. If a person has implants from more than one of Bristol, Baxter, or 3M, their obligations are divided simply on the basis of the number of such defendants whose implants the claimant had.<sup>10</sup> For example, if a person had one or more Bristol implants, one or more Baxter implants, a Post-'84 McGhan implant, and a Mentor implant, and was entitled to a \$150,000 payment, then Bristol would be responsible for payment of \$75,000 and Baxter for payment of \$75,000.
  - b. The obligations of McGhan, 3M, and Union Carbide with respect to payments to persons who have only Post-'84 McGhan implants (or only Post-'84 McGhan implants and implants from only Bioplasty, Cox Uphoff/CUI, or Mentor) are also several. 3M and Union Carbide shall

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9. Under certain conditions claimants may have later rights to opt out and pursue litigation against settling defendants. (See E2c). To exercise such an opt-out right, the claimant would first have to return any amounts previously paid (other than the Advance Payment and explantation payments).

10. Enhancement payments for rupture, however, remain the sole responsibility of the settling defendant(s) whose implant(s) ruptured.